

TOWNSHIP OF SEVERN

# Request for Quotation



## ARMOUR STONE FOR WASHAGO CENTENNIAL PARK

PW RFQ 2019-028

Date Issued: 7/9/2019

Deadline for Questions: 4:00 PM 7/24/2019

Deadline for Quotes: 12:00 PM 7/29/2019

Township of Severn  
1024 Hurlwood Lane  
Orillia, ON

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# OVERVIEW

## What we need

The Township of Severn (“Township”) is issuing this Request for Quotation (RFQ) to select a professional, qualified, and experienced company to provide armour stone including the supply, delivery and placement in Washago Centennial Park within the Township of Severn.

## What’s important to Us

The Township is seeking companies that have expertise, experience, and the resources to perform the services in Washago Centennial Park. The successful Respondent will supply, deliver and place the required elements of the RFQ.

## Project Background

The Township of Severn is continuing to develop aesthetically pleasing ways of securing property without taking away from the natural beauty of the assets of Washago Centennial Park.

## About the Township

The Township of Severn “Township” is a diverse blend of rural, small urban and vacation lifestyles. Founded on January 1, 1994 through the restructuring of Simcoe County, the Township is comprised of the former Village of Coldwater, Townships of Orillia and Matchedash, as well as portions of the former Townships of Tay and Medonte. The Township’s current population is 13,477.

# SECTION 1: Instructions to Respondents



## 1.1 Context

- a. The Request for Quotation (RFQ) is an invitation to suitably qualified Contractors to submit a Quote for the supply, delivery and placement of Armour Stone for Washago Centennial Park.
- b. The RFQ is a single-step, open competitive procurement process. The RFQ sets out the step-by-step process and conditions that apply.
- c. Lowest or any Bid may not necessarily be accepted.



## 1.2 Our timeline

- a. Here is our timeline for the RFQ.

<b>Steps in RFQ process:</b>		<b>Date:</b>
Deadline for questions:		7/24/19
<b>Deadline for Quotes:</b>	<b>12:00 PM</b>	<b>7/29/19</b>
Anticipated Start Date:		8/12/19



## 1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact listed below. We will manage all external communications through our Point of Contact.

Name: Patricia J. Harwood

Title/Role: Manager of Recreation & Facilities

Email address: [pharwood@townshipofsevern.com](mailto:pharwood@townshipofsevern.com)



## 1.4 Developing and submitting your Bid

- a. Take time to read and understand the RFQ. In particular:  
Develop a strong understanding of our Requirements detailed in Section 2.  
In structuring your Quote, consider how it will be evaluated. Section 3 describes our Evaluation Approach.
- b. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our Point of Contact.
- c. In submitting your Quote you must use the Response Form provided. This form will be provided in a Fillable PDF document that you can download from the bidding system we used to release the RFQ.
- d. Check that you have provided all information requested and sign the declaration at the end of the Response Form.
- e. Having done the work, don't be late. Please ensure you get your Quote to us before the Deadline for Quotes!

## 1.5 Pricing Information

- a. The pricing schedule is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements. It must also clearly state the Total Quotation Price exclusive of HST.
- b. In preparing their Quote, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Quote to manage such risks and contingencies.
- c. Prices should be tendered in CAD. Unless otherwise agreed, the Township will arrange contractual payments in CAD.
- d. If a Respondent offers a price that is substantially lower than other Quotes (an abnormally low price), the Township may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the RFQ for the price quoted.



## 1.6 Address for submitting your Bid

- a. Quotes must contain one (1) original hard copy of the Response Form delivered in a sealed opaque envelope with the Submission Label firmly affixed.
- b. Please send or deliver your Quote to the following address:  
Mailing: P.O. Box 159, Orillia, Ontario, L3V 6J3  
Courier: 1024 Hurlwood Lane, Severn, Ontario, L3V 0Y6
- c. Quotes sent by facsimile machine or electronic mail and submissions after the Deadline for Quotes will not be accepted.



## 1.7 Our RFQ Process Conditions

- a. The RFQ process is intended to solicit non-binding Quotes for consideration by the Township.
- b. In submitting a Quote the Respondent agrees that their Quote will remain open for acceptance by the Township for **45** days from the Deadline for Quotes.
- c. The RFQ is subject to the RFQ Process Conditions described in Section 5.



## 1.8 Later changes to the RFQ or RFQ process

- a. If, after publishing the RFQ, we need to change anything about the RFQ, RFQ process, or want to provide additional information; we will publish addenda on the bidding system we used to release the RFQ, typically no later than forty-eight (48) hours prior to Deadline for Quotes.
- b. Addenda, if required, shall hereby form part of the RFQ documents.
- c. Respondents shall acknowledge receipt of any addenda on the location provided in the Response Form.

## 1.9 Contract Documents

- a. Respondents must satisfy itself, by study of the Contract Documents, by calculation and by personal inspection of the site respecting the conditions existing or likely to exist in connection with the execution of the Work, as to the practicability of completing the Work successfully within the stipulated time. There will be no consideration of any claim that there is a misunderstanding with respect to the conditions imposed by the Contract.

- b. The Ontario Provincial Standard Specifications (OPSS), Ontario Provincial Standard Drawings (OPSD), and the standard drawings and specifications of the Township shall govern the Work, except as otherwise noted. Respondents shall obtain their own current copies of these Standard Specifications and Drawings.

### 1.10 Respondents Examination of Conditions

- a. Respondents shall visit the site(s) of the Work and carefully investigate all conditions potentially affecting the Work and how it is to be completed, with respect to site access, working area, storage areas, local features, including private property and utilities, as well as any other conditions that may influence the undertaking and/or pricing of the Work.
- b. Respondents are advised that some of the site(s) of the Work can be soft. Photos of existing site conditions are available in Appendix 'A' however; conditions may vary.

### 1.11 List of Subcontractors

- a. Respondents shall complete the "List of Subcontractors" provided in the Response Form, showing the value of work to be sublet to each.

### 1.12 Site Meetings / Test Holes

- a. There will be no Mandatory Site Meeting and Test holes will not be completed.
- b. Respondents may undertake their own investigations as referenced in "Respondent's Examination of Conditions".

### 1.13 Pre-conditions of Agreement

- a. The following are pre-conditions to the Form of Agreement:  
Successful Respondent shall provide the Township with a copy of current Workplace Safety and Insurance Board (WSIB) Clearance Certificate.  
Successful Respondent shall provide a completed Contractor Health and Safety Responsibility Agreement.  
Successful Respondent shall supply the Township of Severn with Certificate of Insurance(s) as specified in Section 2.

## SECTION 2: Our Requirements

### 2.1 Scope of Work

- a. The RFQ relates to the all materials, labour and equipment to supply, deliver, and place armour stone in Washago Centennial Park.
- b. The following are the project descriptions of each element.

#### i) Armour Stone

- Linear footage is approximately 958.56 linear feet including the existing vehicle gate
- Placement of the stone is to be 33 inches wide between each stone
- Placement is along existing parking curbs and rocks
- Stone is not to exceed 24 inches in height
- Stone is approximately two (2) feet wide

- Stone is approximately 2-4 feet in length
- Existing chain link gates for vehicle access is to remain
- Approximate number of individual stones are 300 with an approximate weight of 750 tonnes – to be verified by Contractor
- Area for work the next day, requires hoarding off/barricades or directional signage to avoid vehicles being parked in the area of work
- All work to be completed from the parking lot side of the park

#### ii) Existing parking curbs and rocks

- Remove existing curbs and place in stacks on park side near the dog park allowing for machinery to access parking curbs by others
- Remove existing stones and place next to parking curb stacks allowing for machinery to access stones by others

#### iii) Trucking

- FOB from the quarry to Washago Centennial Park at 3398 Quetton Street, Washago

#### See Appendix “A” for aerial of park and proposed placement of armour stone

- a. Installation by Contractor
- b. The Contractor will assume all responsibility for any sub-contractors.
- c. Expected delivery and install to be completed by **September 30, 2019** or sooner
- d. Site visit is required to determine access to the park, layout and to obtain exact measurements
- e. Rental of any or all equipment and certified operator to be included.
- f. Hoarding, signage of equipment and work area to be completed daily if required.
- g. The Contractor shall report any other repairs or abnormalities found on the project.
- h. Signature of authorized person.

## 2.2 Starting date, progress and completion

- a. No work shall begin until the Contract Administrator has issued a Start Work Order.
- b. It is expected that Start Work Order will be issued on or about **August 8, 2019**.
- c. The Work must be completed no later than **September 30, 2019**.

## 2.3 Insurance

- a. The Contractor shall take out and keep in force for the Contract period, a comprehensive policy of public liability and property damage insurance acceptable to the Township providing



insurance coverage in respect of any one accident to the limit of at least \$2,000,000.00 exclusive of interest and cost, against loss or damage against bodily injury to, or death of one or more persons and loss of or damage to property and such policy shall name the Township of Severn as an additional insured thereunder and shall protect the Township against all claims for all damage or injury including death to any person or persons and for damage to any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the Contract.

- b. The Contractor shall forward a certified copy of the policy or certificate thereof to the Township upon acceptance of the Quote, and shall include the Township as an "Additional Name Insured".
- c. The policy must contain a Cross Liability clause or endorsement and an endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without 30 days prior written notice to the Township of Severn.

## **2.4 Indemnity**

- a. The Contractor hereby indemnifies and save harmless the Township against any and all claims and/or liability arising out of any personal injury, death or property damage resulting from or arising out of any act or omission on the part of the Contractor or any of his servant or agents during the execution of the Contract including without limitation the cost of defending against such claims.

## **2.5 Workplace Safety and Insurance Board (WSIB)**

- a. The Contractor shall furnish the Township with evidence from the Workplace Safety and Insurance Board stating that all dues and assessments payable under the Workplace Safety and Insurance Act with respect to his/her employees or operations has been complied with.
- b. Workplace Safety and Insurance Board coverage is required regardless if the Contractor is sole owner or operator.

## **2.6 Occupational Health and Safety Act**

- a. The Contractor will be required to sign a copy of the Township of Severn Contractor's Liability form. A copy of this form is available in Appendix 'B'.
- b. The Contractor shall provide a Notice of Project (NOP) to the Ministry of Labour prior to starting certain project that meet the criteria set out in Section 6(1) of Ontario Regulation 213/91: Regulation for Construction Projects. The Contractor shall provide proof of NOP to the Township, where applicable.

## **2.7 Accessibility**

- a. Contractors shall be compliant with the "Accessible Customer Service Standard" of Ontario Regulation 429/07 made under the "Accessibility for Ontarians with Disabilities Act" (AODA) 2005. Applicable policies and proof of employee training shall be provided upon request.

## **2.8 Hours of Work**

- a. Working hours are to be between 7:00 a.m. and 6:00 p.m., Monday through Friday, except Statutory or Civic Holidays, unless otherwise approved or directed by the Contract Administrator. Washago Centennial Park is a busy public park on a daily basis.

# SECTION 3: Our Evaluation Approach

## 3.1 Evaluation model

- a. The evaluation model that will be used is lowest price conforming. This means that the lowest compliant Quote will be selected as the successful Respondent. In the event of a tie, the successful Respondent will be determined by way of a coin toss.

## 3.2 Optional evaluation process and due diligence

- a. In addition to the above, we may undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be taken into account in the evaluation process. Should we decide to undertake any of these we will give shortlisted Respondents reasonable notice.
  - other checks against the Respondent e.g. company website
  - interview Respondents
  - test products

# SECTION 4: Our Proposed Contract

## 4.1 Proposed Contract

- a. The following is the Proposed Contract that we intend to use for the purchase and delivery of the Requirements.
- b. The Response Form contains a section for you to accept the Proposed Contract in full.

### FORM OF AGREEMENT

#### AGREEMENT FOR ARMOUR STONE FOR WASHAGO CENTENNIAL PARK

THIS AGREEMENT (the "Agreement"), is effective as of the August XX, 2019

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF SEVERN** (the "Township")

AND:

\_\_\_\_\_ (the "Contractor")

WHEREAS:

- A. The Township issued **RFQ 2019-028** for the provision of Armour Stone for Washago Centennial Park.
- B. The Contractor was the successful respondent and has agreed to provide the Deliverables in accordance with the Contract.

NOW THEREFORE, in consideration of their respective agreements set out below, the parties covenant and agree as follows:

That, the Contractor for and in consideration of the payment specified in his Tender for the Deliverables, hereby agrees to furnish all necessary plant, labour and materials, except as otherwise specified, and to complete the said Deliverables in strict accordance with the Contract Documents, all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied therein.

The Contractor further agrees that he will deliver the whole of the Deliverables completed in accordance with the Agreement.

IN CONSIDERATION WHEREOF, the Township agrees to pay to the Contractor for the Deliverables, the stipulated lump sum or sums in the Tender as enclosed herein. Holdbacks and Payment terms to be as stipulated in the Contract Documents.

THIS AGREEMENT SHALL, ensure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Contractor and on the heirs and successors of the Township.

IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first written above.

**THE CORPORATION OF THE TOWNSHIP OF SEVERN**

**[INSERT LEGAL NAME OF CONTRACTOR]**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Name:

Title:

Title:

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Name:

Title:

Title:

We have authority to bind the corporation.

I/We have authority to bind the corporation.

# SECTION 5: RFQ Process Conditions

In managing this procurement, the Township will endeavour to have open and honest dealings with everyone who is Involved in the process. For a full description of our Public Purchasing Code of Ethics, please refer to the Purchasing By-Law available at [www.townshipofsevern.com](http://www.townshipofsevern.com)



## 5.1 Preparing a Bid

- c. By submitting a Bid the Respondent accepts that it is bound by the RFQ Process Conditions.
- d. Respondents are to use the Response Form provided and include all information requested by the Township in relation to the RFQ.
- e. A Respondent who submits conditions, options, variations or contingent statements to the conditions as set out in the RFQ, including the conditions of the Proposed Agreement, either as part of its Bid or after receiving notice of selection, may be rejected. If a Respondent is not rejected despite such changes or qualifications, the provisions of the RFQ will prevail over any such changes or qualifications in the Bid.
- f. Respondents will:  
consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Bid to manage such risks and contingencies if appropriate, obtain independent advice before submitting a Bid  
satisfy itself as to the correctness and sufficiency of its Bid, including the proposed pricing and the sustainability of the pricing.
- g. There is no expectation or obligation for Respondents to submit Bids in response to the RFQ solely to remain on any prequalified or registered supplier/contractors list. Any Respondent on such a list will not be penalized for failure to submit a Bid.

## 5.2 Offer Validity Period

- a. Bids are to remain valid and open for acceptance by the Township for the Offer Validity Period.



## 5.3 Deadline for Questions

- a. Respondents shall examine the RFQ and any documents referenced in the RFQ and any other information provided by the Township. If there is any perceived ambiguity or uncertainty, Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Point of Contact. The Township will endeavour to respond to requests in a timely manner, but not later than the Deadline to Answer Questions, if applicable.
- c. If the Township considers a request for clarification to be of sufficient importance, the question and answer may be posted on the bidding system used to release the RFQ. The Township will not disclose the Respondent's identity.
- d. Respondents must indicate any information that is commercially sensitive in its request for clarification. The Township will attempt not to publish such commercially sensitive information. However, the Township may modify a request to eliminate such commercially sensitive

information, and publish this and the answer where the Township considers it of sufficient importance.

#### 5.4 Addenda

- a. The RFQ may be amended only by addendum. If the Township, for any reason, determines that it is necessary to provide additional information relating to the RFQ, such information will be communicated to all Respondents by addenda. Each addendum forms an integral part of the RFQ and may contain important information, including significant changes to the RFQ.
- b. If the Township determines that it is necessary to issue an addendum after the Deadline for Answers, the Township may extend the Deadline for Bids.
- c. Respondents are responsible for obtaining all addenda issued by the Township.



#### 5.5 Submitting a Bid

- a. Respondents are responsible for ensuring that its Bid is received by the Township at the correct address on or before the Deadline for Bids. The Township will acknowledge receipt of each Bid.
- b. The Township intends to rely on the Respondent's Bid and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Bid and communicating with the Township, Respondents should check that all information it provides to the Township is true, accurate, complete and not misleading in any material respect.
- c. Where the Township requires the Bid to be delivered in hard and soft copies the Respondent is responsible for ensuring that both the hard and soft copies are identical.

#### 5.6 Alteration, Withdrawal or Qualifying of Bids

- a. A Respondent who has already submitted a Bid may submit a further Bid at any time up to the Deadline for Bids. The last Bid received shall supersede and invalidate all Bids previously submitted by that Respondent for the RFQ.
- b. A Respondent may withdraw or qualify their Bid by submitting a letter bearing signature provided the letter is received by the Township prior to the Deadline for Bids.



#### 5.7 Third Party Information

- a. Respondents shall ensure that all references provided in its Bid agree to provide a reference.
- b. The Township may collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a reference or a previous or existing client not disclosed in the Bid) and may use that information as part of its evaluation of the Respondent's Bid.



#### 5.8 Verify, Clarify, and Supplement

- a. The Township may, at any time, request written verification / clarification or the submission of supplementary written information from any Respondent or third party and incorporate any such information into the evaluation of the Respondent's Bid.



#### 5.9 Evaluation

- a. The Township may assess a Respondent's Bid on the basis of financial analysis determining the actual cost of the Bid when considering factors including quality, service, price and transition

costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established).

- b. The Township may consider the Total Bid price, inclusive of the prices tendered for any provisional or optional items, or only the price stipulated for the base contract work, or any combination thereof, in its evaluation of the Bids.
- c. Wherever an item's total amount does not agree with the extension of estimated quantity and the unit price, the unit price shall govern and the Total Bid Price shall be corrected accordingly.
- d. In its evaluations of the Bids, the Township may take into account any of the following additional information:

the results from reference checks, site visits, product testing and/or any other due diligence any matter that materially impacts on the Township's trust and confidence in the Respondent any relevant information that the Township may have in its possession.



### 5.10 Debriefing

- a. Respondents may request a debriefing after receipt of a Notification of Outcome. All requests must be made by email to the Point of Contact and must be made within thirty (30) days of such notification.
- b. Debriefing may be provided by letter, email, phone or at a meeting. The intent of the debriefing is to aid the Respondent in presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.



### 5.11 Notification of Outcome

- a. The Township will inform all unsuccessful Respondents of the name of the successful Respondent, if any, no later than thirty (30) days after the date the Agreement is executed.
- b. The Township may make public the name of the successful Respondent and any or all unsuccessful Respondents. Where applicable, the Township will publish an Award Notice on the bidding system used to release the RFQ.



### 5.12 Issues and Complaints

- a. A Respondent may, in good faith, raise with the Township any issue or complaint about the RFQ, or the RFQ process at any time.
- b. The Township will consider and respond promptly and impartially to the Respondent's issue or complaint. Both the Township and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFQ.
- c. The fact that a Respondent has raised an issue or complaint is not to be used by the Township to unfairly prejudice the Respondent's on-going participation in the RFQ process or future contract opportunities.



### 5.13 Point of Contact

- a. All enquiries regarding the RFQ must be directed by email to the Point of Contact. Respondents must not directly or indirectly approach any representative of the Township, or any other person, to solicit information concerning any aspect of the RFQ.

- b. Only the Point of Contact is authorized to communicate with Respondents regarding any aspect of the RFQ. The Township will not be bound by any statement made by any other person.
- c. The Township may change the Point of Contact at any time. The Township will notify Respondents of any such change. This notification may be posted on the bidding system used to release the RFQ and/or sent by email.
- d. Where a Respondent has an existing contract with the Township then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Township, solicit information or discuss aspects of the RFQ.

#### **5.14 Conflict of Interest**

- a. Respondents must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Township should a Conflict of Interest arise during the RFQ process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFQ.

#### **5.15 Ethics**

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Township in relation to the RFQ.
- b. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Bids or other submissions or in any discussions or negotiations with the Township. In submitting a Bid the Respondent warrants that its Bid has not been prepared in collusion with a Competitor.
- c. Such unethical behaviour will result in the Respondent being disqualified from participating further in the RFQ process.
- d. The Township reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Bid.

#### **5.16 Costs of Participating**

- a. Respondent will bear its own costs associated with the preparation and presentation of its Bid and any negotiations.

#### **5.17 Ownership of Documents**

- a. All documents forming the Bid will, when delivered to the Township, become the property of the Township. Bids will not be returned to Respondents at the end of the process.
- b. Ownership of Intellectual Property rights in the Bid remain the property of the Respondent or its licensors. However, the Respondent grants to the Township a non-exclusive, non-transferable, perpetual license to retain, use, copy and disclose information contained in the Bid for any purpose related to the RFQ process.

#### **5.18 Municipal Freedom of Information and Protection of Privacy Act**

- a. Respondents are advised that the Township is governed by Ontario's Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and information submitted to the Township in response to the RFQ may be subject to disclosure under MFIPPA. Respondents





should identify any information in its Bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Township and is advised to consult with their own legal advisors regarding the appropriate way to identify such information.

- b. The Township will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal.
- c. Respondents are advised that their Bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Township to advise or assist with the RFQ process, including the evaluation of Bids.



### 5.19 Elimination

- a. Bid irregularities will be addressed in accordance with the Purchasing By-Law available at [www.townshipofsevern.com](http://www.townshipofsevern.com). Refer to Schedule C - Bid Irregularities.
- b. The Township may exclude a Respondent from participating in the RFQ if the Township has evidence of any of the following, and is considered by the Township to be material to the RFQ:
  - the Respondent has made a false declaration.
  - there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent.
  - there is a performance issue in a historic or current contract delivered by the Respondent.
  - the Respondent is in bankruptcy, receivership or liquidation.



### 5.20 Reserved Rights and Privilege Clause

- a. The Township reserves the right to accept or reject any and all Bids, in whole or in part.
- b. The Township reserves the right to neither accept nor award to any Respondent, inclusive of its sub-contractor(s), a Contract with who the Township is in litigation.
- c. The Township reserves the right to cancel the RFQ process at any stage and/or issue a new RFQ for the same or similar deliverables.
- d. The Township reserves the right to make any material change to the RFQ (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- e. The Township reserves the right to waive formalities and accept Bids that substantially comply with the requirements of the RFQ, if in the opinion of the Township, the non-compliance does not affect the Bid in any material way.
- f. These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.



### 5.21 Interpretation and Governing law

- a. The RFQ Process Conditions are intended to be interpreted broadly and independently with no particular provision intended to limit the scope of any other provision.
- b. The RFQ Process Conditions are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Township.
- c. The RFQ process is to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.




## 5.22 Disclaimer

- a. The Township will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFQ process.
- b. Nothing contained or implied in the RFQ, or RFQ process, or any other communication by the Township to any Respondent shall be construed as legal, financial or other advice.

# Appendix "A"



## Appendix "B"

 <b>OCCUPATIONAL HEALTH AND SAFETY PROGRAM</b>			
<b>Form No.:</b>	2D	<b>EFFECTIVE DATE:</b>	July 2011
<b>Form Name:</b>	Contractor Health & Safety Responsibility Agreement	<b>REVISION DATE:</b>	April 2016

### CONTRACTOR HEALTH and SAFETY RESPONSIBILITY AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (the "Contractor"), and THE CORPORATION OF THE TOWNSHIP OF SEVERN (the "Township").

IN CONSIDERATION of the sum of two (\$2.00) dollars paid by each of the parties to the other (the receipt of which is acknowledged by each party) the parties covenant and agree as follows:

1. The Contractor shall employ only orderly, trained, competent and skillful people to do the work and the Contractor's employees shall be fully covered under the Workplace Safety and Insurance Act by the Contractor and shall provide an up-to-date Clearance Certificate from the Workplace Safety and Insurance Board. All subcontractors must be approved in writing by the Township before commencing any work and the Contractor is responsible for ensuring that their employees comply with terms of this Agreement.
2. The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible.
3. The Contractor shall indemnify and save harmless the Township from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold Township harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Township in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.
4. Contractor shall, during any time in which it is providing services to the Township take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than two million (\$2,000,000) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the Township as an additional insured and a certificate acknowledging same must be provided to the Township.
5. The Contractor shall abide by and shall ensure that each of the Contractor's employees and sub-contractor's employees (if applicable) abide by the Occupational Health and Safety Act of Ontario and regulations. The Contractor will also be able and willing at such times as recommended by the Township to provide additional precautions as deemed necessary by the Township for safe-guarding employees and equipment. The Contractor further acknowledges and agrees that any violation of Safety rules or regulations is justification for the immediate termination of its Contract with the Township, without any further obligation on the part of the Township.



## OCCUPATIONAL HEALTH AND SAFETY PROGRAM

<b>Form No.:</b>	2D	<b>EFFECTIVE DATE:</b>	July 2011
<b>Form Name:</b>	Contractor Health & Safety Responsibility Agreement	<b>REVISION DATE:</b>	April 2016

### CONTRACTOR HEALTH and SAFETY RESPONSIBILITY AGREEMENT

6. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. The Contractor shall also comply with all federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety, workers' compensation and environmental matters.
7. This Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorn to the jurisdiction of the Courts of that Province.
8. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.
9. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this Agreement without the prior written consent of the Township.
10. No contracted work offers will be granted by the Township unless this Agreement terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of the Township.

Accepted this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

CONTRACTOR

THE CORPORATION OF THE TOWNSHIP OF SEVERN

by: \_\_\_\_\_  
(authorized signing officer)

by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
(witness required if Contractor is not a Corporation)