

TOWNSHIP OF SEVERN

Request for Tender



ULTRA-LOW SULPHUR DIESEL FUEL

PW RFT 2018-010

RFT released: 3/27/18

Deadline for Questions: 10:00 AM 4/05/18

Deadline for Bids: 12:00 PM 4/12/18

Township of Severn
1024 Hurlwood Lane
Orillia, ON

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OVERVIEW

What we need

The Township of Severn's Public Works Department is looking enter into a two (2) year supply contract for the supply, delivery and unloading of ultra-low sulphur (clear) diesel fuels. The pricing model for this RFT is Variable Cost + Fixed Mark-Up / Discount based on a Canadian Unbranded Terminal Rack Price for Ultra-Low Sulphur Diesel.

What's important to us

The Township is looking for credible fuel dealers/distributors who have the capability and experience to supply and deliver ultra low sulphur (clear) diesel fuels to the Township's North and South yards on an as required basis for a period starting **May 31, 2018** and ending **May 31, 2020**.

Why should you bid?

An adequate and reliable supply of fuel is an essential part of the municipal fleet operations for the Public Works Department.

A bit about us

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. This Request for Tender (RFT) is an invitation to authorized fuel dealers/distributors to submit a Bid for the supply and delivery of **Ultra-Low Sulphur (Clear) Diesel Fuel**.
- b. This RFT is a single-step procurement process.
- c. The lowest or any tender not necessarily accepted.



1.2 Our timeline

- a. Here is our timeline for this RFT.

Steps in RFT process:		Date:
Deadline for questions:		4/05/18
Deadline for Bids:	12:00 PM	4/12/18
Unsuccessful Respondents notifications:		4/30/18
Respondents debriefs:	Week of	4/30/18
Anticipated Contract start date:		5/31/18



1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.
- b. Our Point of Contact
Name: **Tony Potter**
Title/Role: **Supervisor of Roads**
Email address: **Tpotter@townshipofsevern.com**



1.4 Developing and submitting your Bid

- a. This is an **open** competitive tender process. The RFT sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the RFT. In particular:
 - i. Develop a strong understanding of our Requirements detailed in Section 2.
 - ii. In structuring your Bid, consider how it will be evaluated. Section 3 describes our Evaluation Approach.
- c. 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.
- d. In submitting your Bid you must use the Response Form provided. This form will be provided in a Microsoft Word document that you can download from the bidding system we used to release the RFT.
- e. You must also complete and sign the declaration at the end of the Response Form.
- f. Check that you have provided all information requested in the Response Form.

- g. Having done the work, don't be late – please ensure you get your Bid to us before the Deadline for Bids!



1.5 Address for submitting your Bid

- a. Bid Submissions 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 Bid Submissions to the following address:
 - Mailing: P.O. Box 159, Orillia, Ontario, L3V 6J3
 - Courier: 1024 Hurlwood Lane, Severn, Ontario, L3V 0Y6
- c. Bid Submissions sent by facsimile machine or electronic mail and submissions after the Deadline for Bids will not be accepted.



1.6 Our RFT Process, Terms and Conditions

- a. Offer Validity Period: In submitting a Bid the Respondent agrees that their Bid will remain open for acceptance by the Township for **45** days from the Deadline for Bids.
- b. The RFT is subject to the Township Standard RFT Terms and Conditions described in Section 6.



1.7 Later changes to the RFT or RFT process

- a. If, after publishing the RFT, we need to change anything about the RFT, or RFT process, or want to provide suppliers with additional information we will let all suppliers know by publishing addenda on the bidding system we used to release the RFT, typically no later than Forty-Eight (48) hours prior to Deadline for Bids.
- b. Addenda, if required, shall hereby form part of the RFT documents.
- c. Respondents shall acknowledge receipt of any addenda on the location provided in the Response Form.

1.8 Respondent's examination of the site

- a. Respondents should visit the site(s) of the fuel tanks and carefully investigate all conditions potentially affecting the delivery of fuel, with respect to site access, working area, local features, traffic, as well as any other conditions that may influence the undertaking and/or pricing of bulk fuel supply.

1.9 Respondent's Terminal Rack Information

- a. Respondents must include in their submission, a printout of the publicly posted rack pricing information they used to formulate their bid, daily rate, for ULSD on Monday April 9, 2018.
- b. The pricing submitted in the Response Form shall be based on the terminal location that would typically be utilized for delivery to the Township of Severn.
- c. The successful Respondent will be required to provide the Township with access to the rack pricing information to be utilized for the purpose of this Contract.

SECTION 2: Our Requirements

2.1 What we are buying and why

- a. This RFT relates to the supply and delivery of ultra-low sulphur (clear) diesel fuels to the Township's North and South Public Works Yards on an as-required basis for a period starting May 31, 2018 and ending May 31, 2020.

2.2 Term of Contract

- a. The Contract shall be for a period of two (2) years, with a term expiring May 31, 2020. The term of the Contract will commence with the execution of Agreement.
- b. The Contract with the successful Respondent will not be an exclusive contract for the provision of fuel supply. The Township may contract with others for goods and services the same as or similar to the Requirements or may obtain such goods and services internally.
- c. There will be no alterations, additions or deletions permitted from the accepted Discount Price, during the term of the Contract.
- d. The Township reserves the right to determine, in its sole and unfettered discretion, non-performance of the Contract, including response time; and further reserves the right to cancel the Contract due to non-performance.

2.3 Insurance

- a. The successful Respondent 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 \$5,000,000.00 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 Supplier or any of his servants or agents during the execution of the Contract.
- b. The successful Respondent shall forward a certified copy of the policy or certificate thereof to the Township upon acceptance of the tender, and shall include the *Corporation of the Township of Severn* 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 successful Respondent 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 Supplier 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 successful Respondent 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.

2.6 Occupational Health and Safety Act

- a. The successful Respondent 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 'A'.

2.7 Accessibility

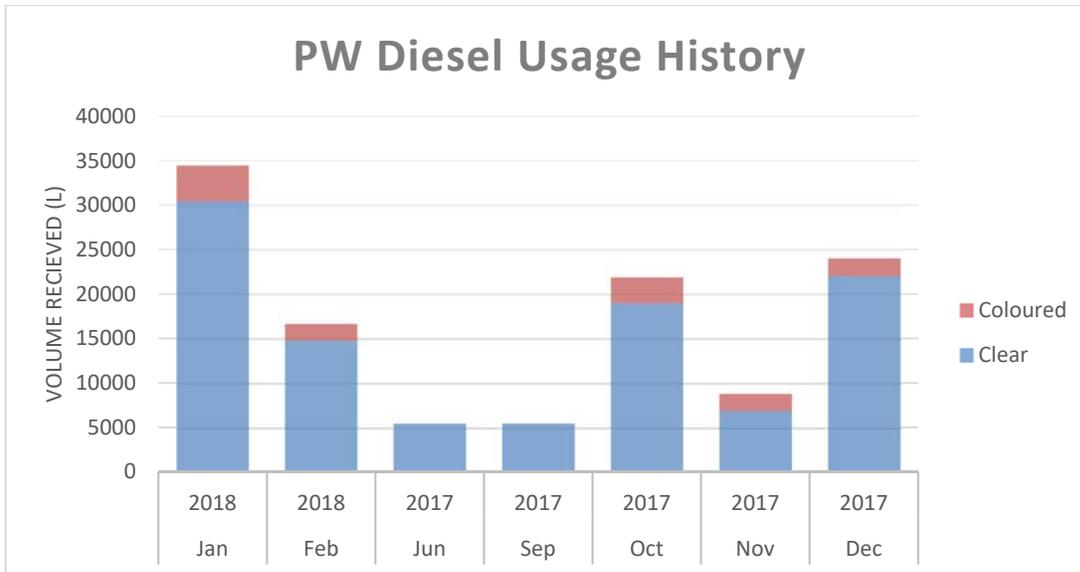
- a. The successful Respondent shall be compliant with the "Accessible Customer Service Standard", Ontario Regulation 429/07 made under the "Accessibility for Ontarians with Disabilities Act" (AODA) 2005. Applicable policies and proof of employee training shall be provided upon request.

2.8 Regulation Compliance and Legislation

- a. The successful Respondent shall ensure all services and products are provided in accordance with Municipal, Provincial, and Federal legislation, and under authorization of all applicable authorities, including to not limited to:
 - i. The Transportation of Dangerous Goods Act, and its regulations
 - ii. The Technical Standards and Safety Act, and its regulations
 - iii. The Environmental Protection Act, and its regulations
- b. The successful Respondent agrees that it shall become the owner of the diesel fuels to the point of delivery (Township of Severn Public Works Operations at 4251 Burnside Line (South Yard) and 2068 North River Drive (North Yard)) and shall have full liability pursuant to Part IX of the Environmental Protection Act.
- c. The successful Respondent shall be responsible for making hazard and warning information related to products specified herein available to its employees and Township staff. A hard copy of WHMIS 2015 compliant Safety Data Sheets (SDS) from the product(s) manufacture must be provided and made available to the Township prior to delivery of the product, and be kept current throughout the Contract period.
- d. The successful Respondent shall be responsible for application and fees associated with any and all permits or licenses and notices required by any and all governing bodies. A hard copy of all permits, licences, etc. must be provided to the Township.

2.9 Fuel Type and Estimated Quantities

- a. The type of fuel to be supplied under this Contract shall be Ultra-Low Sulphur (Clear) Diesel Fuel meeting the CAN/CGSB 3.517-2017 Type B standards.
- b. All quantities indicated in the RFT are to be understood as estimated only for the purposes of bidding and shall not be considered firm for any order or for any contracts that may result from this RFT. The estimated annual quantity of 125,000 Litres has been prepared using past experience and anticipated future requirements. A summary of the previous 9 months' usage is shown in the chart below.



2.10 Spills

- a. The successful Respondent shall be responsible for any spills during delivery of fuel and a contingency plan shall be forwarded to the Township for review prior to first delivery.
- b. The Township will pay only for the fuel properly delivered and received into the tank(s) at the designated locations.
- c. All incidents involving spills must be document and reported to appropriate agencies.

2.11 Delivery Service Guideline

- a. The delivery service type for this Contract shall be **Regular Auto-Fill**. The successful Respondent shall provide automatic tank fill without any notification or call by the Township. Tanks are to be kept filled to minimum 30% of capacity. The successful Respondent shall provide any necessary equipment and installation service of the same to the tanks as required, and shall ensure the auto-fill program is properly managed. The successful Respondent may choose to develop and implement a delivery protocol with the Township, meeting the same performance noted above; however, under no circumstance will tanks reach less than 10% of capacity.
- b. Except under special circumstance, all fuel deliveries shall be made during normal business hours, of 8:00 a.m. to 3:30 p.m., Monday through Friday. Delivery hours may be seasonally adjusted.
- c. Fuel shall be metered into Township owned fuel tanks which include;
 - i. Single, 45,400-litre capacity below grade tank located at the South Yard.
 - ii. Single, 4,500-litre capacity below grade tank located at the South Yard.
 - iii. Dual, 4,500-litre capacity below grade tanks located at the North Yard.
- d. The successful Respondent must provide acceptable proof of delivered quantities of product in the form of a printed meter ticket for each delivery, prepared at the time of delivery. Delivery tickets will not be priced.

2.12 Invoice Detail

- a. Invoices must be forwarded to the Corporate Services Department - Accounts Payables, no later than on a monthly basis. The invoice shall include the following information:
 - i. Invoice Date
 - ii. Location and Tank ID
 - iii. Delivery Date
 - iv. Quantity of Fuel Delivered
 - v. Fuel Type
 - vi. Price of Fuel
 - vii. Applicable Taxes with Excise Tax and HST shown separately
 - viii. HST Registration Number
- b. Weekly rack price notification shall be forwarded to the Corporate Services Department via email (to be provided to successful Respondent) on Monday's by 9:00 am.

2.13 Location

- a. Delivery to Public Works Operations at 4251 Burnside Line (South Yard) and 2068 North River Drive (North Yard).

2.14 Completion of Contract

- a. Upon completion of this Contract the fuel tanks shall be topped up by the successful Respondent.

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 compliant Bid that is the lowest price 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 Respondents. The findings will be taken into account in the evaluation process. Should we decide to undertake any of these we will give Respondents reasonable notice.
 - i. other checks against the Respondent e.g. Companies Office
 - ii. interview Respondents
 - iii. test products

SECTION 4: Pricing information

4.1 Pricing information to be provided by respondents

- a. Respondents are to use the Schedule of Items and Prices provided in the Response Form.
- b. It must also clearly state the Total Contract Price exclusive of HST.
- c. In preparing their Bid, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Bid and pricing information to manage such risks and contingencies.
- d. Prices should be tendered in CAD. Unless otherwise agreed, the Township will arrange contractual payments in CAD.
- e. If a Respondent offers a price that is substantially lower than other Bids (an abnormally low bid), 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 Proposed Contract for the price tendered.

SECTION 5: Our Proposed Contract

5.1 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 terms and conditions in the Proposed Contract in full.

FORM OF AGREEMENT

AGREEMENT FOR THE SUPPLY AND DELIVERY OF BULK ULTRA-LOW SULPHUR DIESEL FUEL

THIS AGREEMENT (the "Agreement"), is effective as of the **March** XX, 2018

BETWEEN:

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

AND:

_____ (the "Supplier")

WHEREAS:

- A. The Township issued **RFT PW 2018-010** for the provision of **Supply and Delivery of Ultra-Low Sulphur Diesel Fuel**.
- B. The Supplier 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 Supplier 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 Supplier 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 Supplier for the Deliverables, in accordance with the Contract Documents, the Rates stated in the Suppliers Schedule of Items and Pricing. Rates shall be exclusive of HST and shall be in Canadian Funds. Any amounts paid to the Supplier under this Agreement shall be calculated on the Unit Price multiplied by the actual quantity of goods supplied and delivered, where Unit Price equals the Terminal Rack Price + Excise Tax +/- Mark-Up / Discount Rate, per volume in litres of fuel corrected to 15° Celsius.

THIS AGREEMENT SHALL, enure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Supplier 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 SUPPLIER]

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 6: Township Standard RFT Process Terms and Conditions

In managing this procurement the Township will endeavour to act fairly and reasonably in all of its dealings with interested Suppliers and Respondents, and to follow due process which is open and transparent.



Preparing and submitting a Bid

6.1 Preparing a Bid

- a. Respondents are to use the Response Form provided and include all information requested by the Township in relation to the RFT.
- b. By submitting a Bid the Respondent accepts that it is bound by the RFT Process, Terms and Conditions (RFT-Terms) contained in Section 6 (as varied by Section 1, if applicable).
- c. A Respondent who submits conditions, options, variations or contingent statements to the terms as set out in this RFT, including the terms of the Contract, 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 this RFT will prevail over any such changes or qualifications in the Bid.
- d. Each Respondent will:
 - i. examine the RFT and any documents referenced in the RFT and any other information provided by the Township
 - ii. 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
 - iii. if appropriate, obtain independent advice before submitting a Bid
 - iv. satisfy itself as to the correctness and sufficiency of its Bid, including the proposed pricing and the sustainability of the pricing.
- e. There is no expectation or obligation for Respondents to submit Bids in response to the RFT 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.

6.2 Offer Validity Period

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

6.3 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the RFT. If there is any perceived ambiguity or uncertainty in the RFT documents 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 to be of sufficient importance to all Suppliers/Contractors, the question and answer may be posted on the bidding system used to release the RFT. In doing so the Township may summarize the Respondent's question and will not disclose the Respondent's identity.
- d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. 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 general significance to all Suppliers/Contractors.

6.4 Addenda

- a. The RFT may be amended only by addenda. If the Township, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Respondents by addenda. Each addendum forms an integral part of this RFT and may contain important information, including significant changes to the RFT.
- 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.



6.5 Submitting a Bid

- a. Each Respondent is 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). In submitting a Bid and communicating with the Township each Respondent should check that all information it provides to the Township is:
 - i. true, accurate and complete and not misleading in any material respect
 - ii. does not contain Intellectual Property that will breach a third party's rights.
- 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.

6.6 Alteration or Withdrawal 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 RFT.
- b. A Respondent may withdraw their Bid by submitting a letter bearing signature provided the letter is received by the Township prior to the Deadline for Bids.



Assessing Bids

6.7 Third party information

- a. Each Respondent authorizes the Township to collect additional information, except

commercially sensitive pricing information, from any relevant third party (such as a reference or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Bid.

- b. Each Respondent is to ensure that all references provided in support of its Bid agree to provide a reference.



6.8 Township's clarification

- a. The Township may, at any time, request from any Respondent clarification of its Bid as well as additional information about any aspect of its Bid. The Township is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Township may take such clarification or additional information into account in evaluating the Bid.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Township may cease evaluating the Respondent's Bid and may eliminate the Bid from the process.



6.9 Evaluation

- a. The Township will take into account the results of the evaluations of each Bid and may take into account any of the following additional information:
 - i. the results from reference checks, site visits, product testing and/or any other due diligence
 - ii. any matter that materially impacts on the Township's trust and confidence in the Respondent
 - iii. any relevant information that the Township may have in its possession.



6.10 Respondent's debrief

- 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. The debrief 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 Bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.



6.11 Notification of outcome

- a. At any point after conclusion of evaluation, but no later than 30 Business Days after the date the Agreement is made, the Township will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Township may make public the name of the Successful Respondent and any unsuccessful Respondents. Where applicable, the Township will publish an Award Notice on the bidding system used to release the RFT.



6.12 Issues and complaints

- a. A Respondent may, in good faith, raise with the Township any issue or complaint about the RFT, or the RFT process at any time.

- b. The Township will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. 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 RFT.
- d. 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 RFT process or future contract opportunities.



6.13 Township's point of contact

- a. All enquiries regarding the RFT 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 RFT.
- b. Only the Point of Contact is authorized to communicate with Respondents regarding any aspect of the RFT. 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 by addenda.
- 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 RFT.

6.14 Conflict of interest

- a. Each Respondent 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 RFT process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFT.

6.15 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 RFT.
- 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 RFT 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.

6.16 Costs of participating in the process

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

6.17 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 RFT process.



6.18 Confidential Information

- 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 RFT 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 RFT process, including the evaluation of Bids.



6.19 Elimination

- a. Bids received after the Deadline for Bids **will** be rejected.
- b. Bids that do not substantially comply with the requirements of this RFT **will** be rejected.
- c. Bids that are incomplete, conditional, illegible, completed in pencil, or obscure or that contained additions not called for, reservations, erasures, alterations, material errors, omissions, inaccuracies or irregularities of any kind, **may** be rejected as informal.
- d. Wherever in a Bid that 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.
- e. Bids that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Township **may** be rejected at the Township's sole discretion.
- f. The Township **may** exclude a Respondent from participating in the RFT if the Township has evidence of any of the following, and is considered by the Township to be material to the RFT:
 - i. the Respondent is in bankruptcy, receivership or liquidation
 - ii. the Respondent has made a false declaration
 - iii. there is a serious performance issue in a historic or current contract delivered by the Respondent
 - iv. the Respondent has been convicted of a serious crime or offence
 - v. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent.



6.20 Township's Rights

- a. Despite any other provision in the RFT the Township may:
 - i. make any material change to the RFT (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
 - ii. cancel or suspend this RFT process at any stage and/or issue a new RFT for the same or similar deliverables
 - iii. make public the names of any or all Respondents
 - iv. request written clarification or the submission of supplementary written information in relation to the clarification request from any Respondent and incorporate a Respondent's response to that request for clarification into the Respondent's Bid
 - v. assess a Respondent's Bid on the basis of: a 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); and in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during this RFT process
 - vi. waive formalities and accept Bids that substantially comply with the requirements of the RFT
 - vii. verify with any Respondent or with a third party any information set out in a Bid
 - viii. check references other than those provided by any Respondent
 - ix. disqualify a Respondent, rescind a notice of selection or terminate a contract subsequently entered into if the Respondent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process
 - x. select a Respondent other than the Respondent whose Bid reflects the lowest price
 - xi. accept any Bid in whole or in part
 - xii. reject any or all Bids.
- b. These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.



6.21 Interpretation and Governing law

- a. These Terms and Conditions of the RFT Process are:
 - i. intended to be interpreted broadly and independently with no particular provision intended to limit the scope of any other provision
 - ii. non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Township
 - iii. to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.



6.22 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 RFT process.

- b. Nothing contained or implied in the RFT, or RFT process, or any other communication by the Township to any Respondent shall be construed as legal, financial or other advice. The Township has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.



6.23 Precedence

- a. Any conflict or inconsistency in the RFT shall be resolved by giving precedence in the following descending order:
 - i. any Addendum
 - ii. any Special Provisions
 - iii. any Contract Drawings
 - iv. any Supplementary General Conditions
 - v. Specifications
 - vi. the General Conditions
 - vii. all other Sections of the RFT document
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Appendix 'A'

Township of Severn Contractors Liability Form



OCUPATIONAL HEALTH AND SAFETY PROGRAM

Form No.:	2D	EFFECTIVE DATE:	July 2011
Form Name:	Contractor Health & Safety Responsibility Agreement	REVISION DATE:	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

Form No.:	2D	EFFECTIVE DATE:	July 2011
Form Name:	Contractor Health & Safety Responsibility Agreement	REVISION DATE:	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)