

THE CORPORATION OF THE TOWN OF COCHRANE



RURAL GRAVEL LIFTS

RFP 2020-10

ISSUE DATE: June 16, 2020

CLOSING DATE: June 19, 2020 @ 11:00 am

OFFICIAL REQUEST FOR PROPOSAL

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INVITATION AND INSTRUCTIONS TO BIDDERS

1. INVITATION TO BIDDERS

- 1.1. This Request for Proposal (the “RFP”) by Town of Cochrane (the “Town”) invites Proposals from prospective bidders (the “Bidder”) to supply and deliver granular ‘A’ gravel on various roadways within the Town of Cochrane. The scope of work is further described in Item 1.2.
- 1.2. The scope of work for this RFP is for the supply and delivery of approximately **21,100** metric tonnes of Granular “A” to the following roads:

Road	Length (m)	Depth (mm)	Metric Tonnes
Concession 2&3	5700	76	7800
Stubbe Road	3200	102	5900
Malherbe Road	4000	102	7400

- 1.3. As a provisional item, to supply and deliver Granular A (Quarry) to Concession 2 and 3.
- 1.4. The bidder may also provide a unit price per metric tonne to deliver Granular “A” material to Infrastructure Services yard at 92 Second Street, Cochrane, ON.
- 1.5. The quantities provided in this RFP are estimates and are subject to change to accommodate changes in road conditions, maintenance programs, and other uncontrollable circumstances. The Bidder agrees to honour the prices provided in the submitted Proposals provided there is no substantial change in quantities. A 25 % change in quantity after contract execution will constitute a substantial change from the Proposed quantities.
- 1.6. The Bidder shall supply, with an operator, a vibratory soil compactor.
- 1.7. The Town will have the Town Coordinator guide the delivery trucks to the road sections that require the rural lift. The Town will be responsible for road grading and traffic control.
- 1.8. The Bidder/Successful Bidder (the “Contractor”) shall follow the most recent OPSS.MUNI 1001 and OPSS.MUNI 1010 for this project. A sieve analysis shall be submitted for the Granular material prior to the execution of the contract by the Town and before commencement of any work.
- 1.9. Material weighing shall be carried out in accordance to OPSS.MUNI 102.
- 1.10. The work will commence only after written approval from the Town of Cochrane and is expected to start on or around the week of July 6, 2020. The Bidder will specify the earliest start date possible on the Proposal submitted.
- 1.11. The Contractor will deliver the quantities by the truckload and will be provided a minimum 2 days written notice from the Town for the delivery of the product. The Contractor and the Town will arrange mutually suitable times

2. RFP CONTACT

- 2.1. For the purposes of this procurement process, the “RFP Contact” will be the contacts listed below. Send all correspondence to both contacts.

Hyder Rajab, MBA, P.Eng
Director of Infrastructure Services
The Corporation of the Town of Cochrane
92 2nd Street, Cochrane, ON P0L 1C0
Email: hyder.rajab@cochraneontario.com

AND

Jared Alcock, C.E.T.
Municipal Engineering Technologist
The Corporation of the Town of Cochrane
92 2nd Street, Cochrane, ON P0L 1C0
Email: jared.alcock@cochraneontario.com

3. SUBMISSION DEADLINE

- 3.1. The Town will receive Proposals under this RFP until **11:00:00 a.m. Eastern Time on June 19, 2020** (“Submission Deadline”)
- 3.2. The Town will receive proposals up to the Submission Deadline (Item 3.1). All proposals under this RFP shall be submitted to the municipal office to the attention of **Alice Mercier – Clerk**, 171 Fourth Avenue, Cochrane Ontario, P0L 1C0 or electronically to alice.mercier@cochraneontario.com. It is the responsibility of each Bidder to ensure that its’ proposal is received prior to Submission Deadline.
- 3.3. Proposals must be submitted bearing the name of the Bidder, addressed to the “Clerk” (Item 3.2) and clearly marked:

“RFP – 2020-10 – RURAL GRAVEL LIFTS”

4. SUBMISSION REQUIREMENTS

- 4.1. All submissions received by the Town will be reviewed for compliance with the requirements set out herein
- 4.2. Proposals may be submitted by email, hand delivery, or mail.
- 4.3. Bidders are required to submit its Proposal prior to the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.
- 4.4. All Contractors are requested to list on a separate sheet, any features that they are providing in addition to the basic specifications provided herein and submit this information with their bid.
- 4.5. A Bidder may amend any aspect of its Submission at any time on or before the Submission Deadline by submitting a complete replacement Submission. Where a Bidder submits more than one Proposal before the Submission Deadline, the last Proposal submitted will supersede and invalidate all earlier Proposals submitted by that Bidder. Bidders may withdraw Submissions prior to the Submission Deadline.
- 4.6. The Bidder is required to submit the following documents with their Proposal. Failure to submit any required documents will result disqualification of the bid.
- 4.6.1. Submission Form – Schedule A
- 4.6.2. Schedule of Items and Prices – Schedule B

- 4.6.3. References – Schedule C
- 4.6.4. Additional Required Documentation
- 4.6.5. Proof of Insurance Coverage
- 4.6.6. Workplace Safety and Insurance Board (WSIB) Certificate

5. QUALITY ASSURANCE REQUIREMENTS

- 5.1. The Town shall be allowed to access the material source location to sample material as well as obtain samples of the granular material on site from the delivery truck. The Town reserves the right to request quality assurance samples at any time. The Town shall have the right to reject the loads that are not in compliance with the OPSS and the contract.
- 5.2. Aggregate testing shall comply with the latest OPSS requirements and standards as per Item 1.8 in this RFP.

6. APPLICATION REQUIREMENTS

- 6.1. The equipment and drivers supplied by the Contractor to supply and deliver the Granular “A” Gravel must have the capability to adhere to the following:
 - 6.1.1. The truck driver shall be able to spread evenly on any section of the road
 - 6.1.2. The truck driver shall be able to adjust the thickness of spread to the road, to the satisfaction of the Town Coordinator
 - 6.1.3. All truck drivers must follow the instruction of the Town Coordinator as to the location to begin to apply the material
 - 6.1.4. All truck drivers will be required to place a double spread, either side by side, or one spread over another, if instructed by the Town Coordinator.
 - 6.1.5. All truck drivers will be in agreement with the Town Coordinator as to placement of material for the checker to accept and sign the bill of lading

7. EVALUATION AND AWARD

- 7.1. Because the Town bases any decision to award a contract on the Proposals submitted, Contractors should include all requirements, terms and conditions it may have in their Proposal, and should not assume that any opportunity will exist to add such matters after the Proposal is submitted.
- 7.2. The evaluation of the Proposals will be conducted by the Town’s Project Team and shall be comprised of the following stages:
 - 7.2.1. **Compliance:** Submissions will be reviewed to confirm compliance with all the mandatory requirements of the RFP. Submissions meeting all the Submission Requirements will proceed to price evaluation.
 - 7.2.2. **Price:** The Proposal with the best price will proceed to the award of contract phase as further described below.
- 7.3. The Town may clarify with any Bidder the specifications and other terms of the submitted Proposal for clarification purposes.

- 7.4. Subject to the provision of this RFP, the lowest Bidder and the Town shall enter into negotiation to finalize the terms of Contract.
- 7.5. If for any reason the Town determines it is unlikely to reach complete agreement with the lowest Bidder, the Town may discontinue the discussion with the lowest Bidder and proceed in any manner that the Town may decide, in consideration of its own best interests including without limitation:
 - 7.5.1. Terminating the RFP due to budget constraints and any unforeseen circumstances and proceeding with some or all of the Services in some other manner including without limitation by engaging other Service Providers.
 - 7.5.2. Inviting one of the other Bidders to enter into discussions to reach an agreement for the Services, commencing with the Bidder having the second-best score and so forth.
- 7.6. Where an agreement has been reached on the terms of the Contract, the Town shall prepare a contract for execution, which, subject to any negotiated changes as permitted by this RFP, shall be in substantially the same form as the Contract and shall include all terms, conditions, requirements, and obligations imposed by this RFP.

8. INQUIRES AND CHANGES

- 8.1. The Bidder shall contact the RFP Contacts listed in Item 2.1, “RFP Contact” should they have any questions or need further clarification. Furthermore, if a Contractor discovers any inconsistency, discrepancy, errors, and omissions in this Request for Proposal, it must notify, in writing, the RFP Contact, who may, if necessary, issue a written addendum.
- 8.2. It is the responsibility of each Bidder to inquire about and clarify any requirements of this Request for Proposal, which are not understood. Contractors must obtain their own information on all matters and things that may in any way influence them in making their Proposals and fixing prices.
- 8.3. Bidders must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.
- 8.4. The Town may, at any time, make and stipulate changes to this Request for Proposal. When it becomes necessary to revise, delete, substitute, or add to the bid documents after release, the Director will issue an addendum. A copy of each addendum shall be posted to the Town’s webpage and bidding portal. All addenda shall be incorporated into and become part of this Request for Proposal. The Town shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.
- 8.5. All Bidders must acknowledge addenda in Schedule A of this RFP. Failure to do so may result in rejection of the bid

9. WARRANTY AND CORRECTION OF DEFICIENCIES

- 9.1. If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of any supplied granular material, any part of the granular material or Work becomes defective or is deficient or fails due to defect in design,

material or workmanship, or otherwise fails to meet the requirements of the contract, then the Contractor, upon request, shall make good every such defect, deficiency or failure without cost to the Town. The Contractor shall pay all transportation costs for supplied granular material both ways between the Contractor's source/truck start location and the delivery location.

- 9.2. The Town shall have the right to withhold from any sum otherwise payable to the Contractor such amount as may be sufficient to remedy any defect or deficiency in the supplied granular material, pending correction of the same.

10. SECURITY DEPOSIT

- 10.1. The Contractor shall, prior to the execution of the contract by the Town and before the commencement of any work, pay for and provide a security deposit in its own name, in the amount of 10% of the total contract value before HST, which shall be in the form of an original certified cheque, bank draft, Irrevocable Letter of Credit or money order.
- 10.2. Any Irrevocable Letter of Credit shall be in a form and from a company satisfactory to the Town. An Irrevocable Letter of Credit, if used, must clearly state that the bank or issuer agrees that it will not notify its customer of any demand until after payment is made to the Town.
- 10.3. If a certified cheque, bank draft, or money order is submitted as the security, it will be cashed immediately. After the Contract has been completed to the satisfaction of the Town, and any warranty period has expired, the Contractor will be refunded, without interest, the amount of the security, or any remaining balance thereof, if any, in the event that some or all of the security was required to be dispersed by the Town.

11. CONTRACT DOCUMENT

- 11.1. The Town's acceptance of the Contractor's Proposal by issuance of a Purchase Order shall create a contract between the Town and such Contractor containing all specifications, terms, and conditions in the Proposal except as amended in the Purchase Order. Any exceptions taken by the Contractor which are not included in the Purchase Order will not form part of the contract.

RFP GENERAL TERMS AND CONDITIONS

12. RFP NOT BINDING

- 12.1. This RFP is intended to obtain Proposals from prospective Bidders. This RFP does not create a formal legally binding bidding process. This RFP does not commit the Town in any way to select a Bidder, or to proceed to negotiations for a Contract, or to award any Contract, and the Town reserves the right to, at any time, reject all Proposals, and to cancel this RFP process. This RFP is not intended to create, and should not be construed as creating, contractual relations between the Town and any Bidder, including any "Contract A".

13. PROPOSAL COSTS

- 13.1. The Contractor has the sole responsibility for any costs associated with preparing its Proposal in response to this Request for Proposal. In no event will the Town be responsible for the costs of preparation or submission of any Proposal.

14. COMPLETENESS

- 14.1. Contractors must complete all parts of the proposal in accordance with the Proposal documents as specified herein. Proposals which are submitted that are incomplete or not properly executed shall not be accepted.

15. VERBAL INFORMATION

- 15.1. No verbal instructions or verbal information to Contractors will be binding on the Town. All written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the official closing. Should alterations to the RFP be deemed necessary by the Town, these alterations will be made in the form of written addenda and shall be posted to the Town webpage and bidding portal. The addenda shall be considered as part of the request.

16. IRREVOCABLE OFFER

- 16.1. Proposals submitted to the Town shall constitute a valid and irrevocable offer which is open for acceptance by the Town from and after submission until the expiration of the 90th day following the Submission Deadline specified in "Item 2. Submission Deadline".
- 16.2. Without limiting the generality of the foregoing, the Town reserves the right to a) reject any Proposal whether or not complete and whether or not it contains all the required information; b) require clarification of the Proposal; c) request additional information on any Proposal; d) reject any and all Proposals without any obligation of compensation or reimbursement to the Contractors; e) re-advertise for new submissions or Call for Tenders for this work or the work of a similar nature; f) negotiate with any one or more of the Contractors with respect to any aspect of the RFP, this process, mandatory requirements or otherwise with respect to the Proposal; g) the Town may, in its sole and absolute discretion, independently verify any information in any submission.
- 16.3. The Town reserves the right to debrief both the successful and unsuccessful Contractors after the announcement of the selected Contractor.
- 16.4. Where ever the words "will", "shall" or "must" are used in this RFP, the Town will have the option of waiving this as a mandatory requirement as it is intended the Proposals be subject to review and negotiation and not all options may be known to the Town at this time. Therefore, the

Town must have the ability to waive what otherwise appear to be mandatory requirements in the appropriate situation as determined by the Town.

16.5. The lowest priced or any Proposal will not necessarily be accepted.

17. INDEMNIFICATION

17.1. The successful Contractor agrees to indemnify and hold harmless the Town and its member municipalities, their respective Directors, Officers, Employees and Agents from and against all suits, judgements, claims, demands, expenses, actions, causes of action and losses (including, without limitation reasonable legal expenses and any claim for lien made pursuant to the Construction Lien Act), and for any and all liability for damages to property and injury to persons (including death), and for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit as a result of or arising out of or in relation to the performance by the Contractor under or any breach of the terms of the Agreement by the Contractor or arising from or relating to the RFP including the Contractor's own or misconduct. The Contractor will also provide as part of the Agreement an indemnity and any waivers of claim to the Town.

18. BIDDER'S STATEMENT OF UNDERSTANDING AND CAPABILITY

18.1. It is understood that the Contractors have carefully examined the RFP and all of the Proposal documents and have carefully examined the Work to be performed under the Contract if awarded. The Contractor also understands and accepts the said RFP and Proposal documents, and for the prices set forth in the Proposal, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the RFP.

18.2. All Contractors will be responsible for reviewing all conditions with respect to Work, including subsurface conditions, access, property use, zoning, environmental conditions, and all other conditions in connection with the Work. There is no representation, express or implied, made as to the accuracy or completeness of any information supplied by the Town or any others to any of the Contractors, including whether the information is suitable for the purposes of any Contractor and the Town expressly disclaims any and all liability for any errors or omissions in such information or which may be contained in any oral or written communication transmitted or made available to any Contractor and all risk with respect to unknown, undisclosed conditions shall rest with and remain with the Contractors. The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

18.3. It is the responsibility of the Bidders to review all of the Town's requirements. Failure of the Bidder to be acquainted with this information shall not relieve him/her from any obligations of the bid requirements. No Contractor is relieved from completing the contract merely because detailed conditions and specifications of the various components are not set out in the bid document.

18.4. The Bidder shall fully inform themselves regarding availability of labour in the area relative the requirements of the schedule. The Contractor shall make his own assessment of escalation in costs and increased labour costs and include all these costs in their bid. All risks with respect thereto shall be the Contractors.

19. PROOF OF ABILITY/PRIOR EXPERIENCE

- 19.1. The Contractor may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed sub-Contractor, to perform the work by the specified delivery date. The Town shall be entitled to take into account as part of its evaluation of any Proposal any past experience that the Town or any of its member municipalities or related or affiliated organizations have had with any Contractor, whether favourable or unfavourable, and including specifically any contracts, contract disputes, litigation or other experience or dealings whatsoever or reputation that the Contractors may have, or any of them, with such entities.

20. SUB-CONTRACTING & ASSIGNMENT

- 20.1. The Contractor will not, without the written consent of the Town, make any assignment or any subcontract for the execution of any goods and services hereby proposed.

21. GENERAL CONSTRUCTION, QUALITY, AND WORKMANSHIP

- 21.1. All products or services provided by the Contractor shall be upon delivery and installed in good operating condition free of defects.

22. PRICING REQUIREMENT

- 22.1. Prices shall be in Canadian Funds, for the Work, delivered and installed.
- 22.2. Total price on the Bidder's proposal sheet must include items listed in the specifications.
- 22.3. All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work except for Provincial Sales Tax, as applicable, which shall be shown as extra, unless otherwise specified.
- 22.4. This is intended to be a fixed price contract unless otherwise specified in Schedule B – *Schedule of Items and Prices*. All work required or desired under the terms of this RFP is to be included in the price and the price is not to be subject to adjustment, including due to unknown or undisclosed conditions, increases in costs and taxes, cost of labour, unavailability of labour or materials, increases in cost of materials other than the changes in Provincial Sales Tax or Goods and Services Tax rates.
- 22.5. No extra charges will be permitted unless prior written authorization is obtained from the Town.
- 22.6. In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

23. INSURANCE COVERAGE REQUIREMENTS

- 23.1. The Contractor shall obtain and maintain at its own expense, including the cost of any applicable deductible, the insurance coverage required by the Town. The insurance policy shall name the Corporation of the Town of Cochrane as additionally insured. The policies required shall not be cancelled or permitted to lapse unless the insurer notifies the Town in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

- 23.2. The Town reserves the right to request higher limits of insurance or other types of policies appropriate to the work, as the Town may reasonably require.

24. TERMS OF PAYMENT

- 24.1. Unless progress payments or alternative payment terms are specifically agreed to under the terms of the RFP and any Proposal, as accepted by the Town, the contract price shall be invoiced after delivery of material or services rendered and acceptance and testing and payable thirty (30) days from the later of such date and the date of receipt of invoice. Any alternative payment terms, including the cost thereof, to the Town and its financing parties, will be considered as an element of valuation in the financial evaluation of any Proposals.

25. TAXES

- 25.1. Goods and Services Tax and Provincial Sales Tax are applicable. HST of 13% will apply to all payments for services rendered.

26. PATENTS AND COPYRIGHTS

- 26.1. The Contractor shall at its expense, defend all claims, actions or proceedings against the Town based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Town all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client (substantial indemnity) basis occasioned to the Town by reason thereof.
- 26.2. The Contractor shall pay all royalties and patent license fees required for the work. If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Contractor shall forthwith either secure for the Town the right to continue using the work, or shall at the Contractor's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.
- 26.3. The Contractor shall be responsible for obtaining all patent, copyright or other intellectual proprietary rights required or desired in connection with the completion of the Work and the operation of the facilities after the completion of the Work at its sole cost and expense and as part of the Work. The Contractor warrants and represents that all necessary patent, copyright, trademark or other intellectual property rights are included in the Work and that the company has the right and authority to transfer them or license to the Town as part of the Work, which license shall be in perpetuity, transferable and without restriction or payment.

27. LIMITATION OF LIABILITY

- 27.1. In no event shall either party be liable to the other for indirect or consequential damages, damages for loss of profit, revenue or reputation or other indirect damages arising out of the breach or fault or negligence of either party under the terms of this RFP or any agreement arising therefrom.
- 27.2. Each Contractor, by submitting a Proposal, agrees that:
- a) In the event that any or all of the Proposals are rejected or disqualified for any reason, proper or improper, or the Project or selection process is modified, suspended or cancelled for any reason, neither the Town or its member municipalities, employees,

officers, directors or representatives will be liable under any circumstance for any claim, damages, losses, cost, reimbursement or compensation to any person or entity whatsoever arising out of this Proposal, including, but not limited to the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity and any other matter; and

- b) The Contractor hereby waives any claim for loss of profits or loss of opportunity if the Proposal is rejected or disqualified or the Contractor is not successful in the selection process for any reason whatsoever.
- c) The Contractor acknowledges that in evaluating the Proposals, the Town and its advisors are seeking a Proposal satisfactory to the Town and under no obligation to the Contractor to do anything other than bona fide consider all Proposals.

27.3. In the event that the Town shall be in default under this RFP or the Agreement, or shall be negligent in the performance of its duties under this RFP or the Agreement, or shall be in default of any legal, contractual or statutory obligation to the Contractors, then in no event shall there be any liability to the Town, its member municipalities, employees, officers, directors, advisors or representatives in excess of the actual out-of-pocket costs incurred by the Contractor in preparing the Proposal of such Contractor and no claim shall be made if not made within six (6) months after the date of receipt of all of the Proposals.

27.4. Award of this contract is subject to appropriate funding acceptable to the Town being available and received by the Town

27.5. The placing in the mail to the address given in his/her submission or delivery of a notice of award to a Contractor shall constitute notice of acceptance of contract. This acceptance shall be conditional on the Contractor providing all documentation, insurance, bonding, security and certifications as required by the RFP within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the Bidder. The Contractor shall forthwith, within ten (10) working days of receipt thereof, execute the Agreement in the form prepared by the Town and incorporating the terms and conditions of this RFP and such other terms and conditions as the Town shall reasonably require.

28. CONTRACT CANCELLATION

28.1. The Town shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or balance of contract without cause or fault. In the event of such cancellation, the Town shall pay to the Company the cost and expenses by the Company in performing that portion of the work completed up until the date of cancellation.

28.2. The Town may:

- 28.2.1. If the Company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Town may, without notice; terminate the contract.

28.2.2. If the Company; fails to comply with any request, instruction or order of the Town; or fails to pay its accounts; or fails to comply with, disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Town's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Town may, upon expiration of ten days from the date of written notice to the company, terminate the contract.

28.2.3. Any termination of the contract by the Town, as aforesaid, shall be without prejudice to any other rights or remedies the Town may have.

28.2.4. If the Town terminates the contract, it is entitled to:

- 28.2.4.1. Take possession of all of the work in progress and finish the work by whatever means the Town may deem appropriate under the circumstances;
- 28.2.4.2. Withhold any further payments to the Company until its liability to the Town is ascertained;
- 28.2.4.3. Recover from the Company loss, damage and expense incurred by the Town by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the company to the Town).

28.3. The Town shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

29. TAX ISSUES

29.1. The Contractor is solely responsible for obtaining and relying on tax advice from its own advisors and experts, including obtaining any advance interpretations and rulings from CRA relative to this RFP and the Agreement which it feels are appropriate (including in relation to the supplying of funds, any financial structure and any tax consequences).

30. LOBBYING

30.1. In order to ensure fairness to all Contractors, the Town must endeavour to prevent unfair advantage created by lobbying. Therefore, the Town reserves the right to disqualify, at any time and at its sole discretion, any Contractor engaging in lobbying in connection with a competitive bidding process between a date that is no later than the date of issue of the RFP and the date of signing of a contract between the Town and the Successful Contractor(s). The Town may disqualify a Contractor at any time in the procurement process, including after the selection process has been completed.

30.2. Lobbying may include any activity that the Town, in its sole discretion, determines has or may give an unfair advantage to one Contractor relative to other Contractors. Without limiting the foregoing, lobbying may include:

- a) Verbal or written communication with or to any Town staff other than those identified as contacts in this RFP.

- b) Direct or indirect requests by the Bidder to any person, organization, or group to provide a written or verbal expression of support not required by this competitive bidding process to any member of the Council.
- c) Verbal or written communication with or to media organizations.
- d) Direct or indirect offers of gifts of any kind or value to any Town representative or Council.

31. CONFLICT OF INTEREST

31.1. NO USE OR INCLUSION OF RESTRICTED PARTIES

- a) Restricted Parties are not eligible to advise any Contractor in the RFP selection process and must not participate as an employer, advisor, contractor, investor, member or any other capacity whatsoever with any Contractor. The Town may, in its sole and absolute discretion, disqualify a Contractor who uses any matter including in its Proposal or preparation thereof a Restricted Party. The onus is on the Contractor to ensure it does not use or include any Restricted Party.
 - b) Restricted Parties include any person who would be defined to be in conflict of interest under the provisions of the Municipal Act and any parties, because of their direct, recent or current involvement in the selection process or with any of the parties to the selection process, including the RFP evaluation team, the Town, its officers and directors and Council members or any members of Council of any of the member municipalities of the Town. This is not an exhaustive list of Restricted Parties. Additional parties may be added to the list at any time in the selection process.
 - c) Neither The Town nor any of its employees, advisors, directors, officers and representatives are liable to any Contractor for any claims, whether for the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity, revenue or economic benefit or any other loss whatsoever, arising from any use or reliance on this list or use or inclusion of Restricted Parties in any submission as part of the selection process.
 - d) Proposals may be disqualified at the sole and absolute discretion of the Town if: a) the Restricted Party is acting as an advisor or member of the Contractor's team; b) the Contractor makes contact with any person who the Contractor is prohibited by the RFP from contacting; c) they include a false or misleading statement, claim, warranty or representation.
- 31.2. By their submission of their bid, the Contractor declares that the bid is NOT made in connection with any other Contractors. Submitting an offer for the same goods or services, and is in all respects fair and without collusion or fraud and further that no Member of Council, and no officer or employee of the Town is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived therefrom.

32. FREEDOM OF INFORMATION

- 32.1. Release of information contained within a respondent's document will be subject to the Municipal Freedom of Information. Extracts of documents submitted and the costs of their solutions may be used as part of a public document for reporting purposes. Respondents must indicate in their submission which, if any, parts of their response are exempt from disclosure due to proprietary information.
- 32.2. Requests for information other than standard public information (i.e., names of those submitting tender, total amount of bid not individual line costs) must be dated and submitted in writing to the Purchasing Supervisor, after which time the municipality has thirty days to respond.
- 32.3. In conducting discussions with Contractors there shall be no disclosure of any information derived from proposals submitted by competing Bidders.

33. COMPLIANCE WITH LAWS

- 33.1. Contractors are assumed to have made themselves familiar with, and will abide by the Federal, Provincial, Municipal Laws, Rules and Regulations including amendments thereto, which are applicable and in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. Contractors shall carefully examine and study all of the documentation in order to satisfy themselves by examination as to all conditions affecting the scope of work to fulfill the contract.

34. SAFETY & LAW ABIDANCE

- 34.1. The Bidder will meet all Federal, Provincial, and Municipal safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.
- 34.2. The Bidder shall abide by the provisions of all legislative enactments, statutes, by laws and regulations in regard to safety in the Province of Ontario.

35. ENVIRONMENTAL

- 35.1. The Contractor shall be responsible in respect of all environmental matters including compliance with any and all environmental laws, rules, regulations, statutes, and orders of any governmental or regulatory body or authority having jurisdiction in connection with this RFP, the Agreement and the delivery of the Work, including any environmental liabilities, any clean-up obligations, any fines, penalties or interest resulting from any condition of the Work, properties or the facilities, whether pre-existing, known or unknown, disclosed or undisclosed or which occur after the date of the Agreement.

SCHEDULE A

PROPOSAL SUBMISSION FORM

Bidder Information (Please Print)

Company Name:	
Address:	Contact:
City	Phone:
Province:	Fax:
Postal Code:	Email:
H.S.T. Registration Number:	

ADDENDA

The proponent acknowledges the following Addenda have been received. The modifications to the proposal documents noted therein have been considered and the effects are included in the price.

Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____

INSURANCE

Insurance Coverage	
Agency, Insurance Company	
Policy Number	

I/We the undersigned, agree to having examined and read the proposal documents and addenda as issued by the Town. I/We agree to all of the above stated clauses and by signing this form bind ourselves to abide by them with no exceptions, unless written authority is given by the Town. I/We agree to supply the goods, materials or services for the unit prices stated herein.

Signature of Authorized Company Official

Name of Authorized Company Official

Title (Please Print)

PLEASE NOTE: Person signing must be authorized to sign on behalf of the company/individual represented, and to bind the company/individual to statements made in response to this contract. Failure to sign the submission form may result in the proposal being rejected.

SCHEDULE B

SCHEDULE OF ITEMS AND PRICES

1. BIDDERS INSTRUCTIONS

- 1.1. This will be a **Unit Price** Contract. The Bidder shall provide the pricing information as required under Item 22 by completing the table below in their Proposal.
- 1.2. The costs shall be in Canadian Dollars, inclusive of all fees, applicable duties and taxes, and all other related costs except for HST, which must be itemized separately in the table below.
- 1.3. The Town will produce price comparisons of the Proposals using the subtotal (before HST)
- 1.4. The Proposed pricing shall be inclusive of all equipment, materials, labour, permits, fees, licenses, travel/mileage, accommodations, and all other related costs to complete the work successfully as stated in this RFP.
- 1.5. The Bidder shall provide pricing on granular A and may provide pricing for the provisional item of quarry Granular “A” for concession 2 and 3. If the bidder does not provide a price for all products, the empty line item boxes shall be filled with **“N/A”**
- 1.6. The Bidder must complete and provide the applicable detailed information for the Proposed products below the pricing table (Delivery Date).
- 1.7. Since this is a Unit Price contract, the Town reserves the right to award the granular “A” required in this RFP to lowest Bidder and the provisional item to a different Bidder. If the provisional item is awarded, it shall replace the required item of Concession 2&3.

Rural Gravel Lifts					
	A	B	C	D	E
Location	Estimated Total Quantity (metric tonnes)	Price per metric tonne (Excl. HST)	Extended Total (Excl. HST) (A x B = C)	HST	Total Cost (C x D = E)
Concession 2&3	7,800				
Stubbe Road	5,900				
Malherbe Road	4,000				
Infrastructure Services					
Vibratory Soil Compactor (with operator)	Hourly	\$ /Hr			
PROVISIONAL ITEM					
Concession 2&3 (Quarry Granular “A”)	7,800				

Earliest Date of Delivery	MONTH DAY, YEAR
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SCHEDULE C

REFERENCES

Provide at least three (3) references, preferably of other municipal, provincial or federal government organizations for which you are currently or have supplied granular A, which are identical or similar to the requirements of this RFP. Please provide references stating organization, name, contact name, phone number, fax number and brief description of work performed. The Town reserves the right to contact all references, including the Town's internal assessment of current performance, if any.

Organization Name:	
Contact Name, Title:	
Phone:	Fax:
Description of Work Performed:	

Organization Name:	
Contact Name, Title:	
Phone:	Fax:
Description of Work Performed:	

Organization Name:	
Contact Name, Title:	
Phone:	Fax:
Description of Work Performed:	

APPENDIX 1

