

WHAT MAY BE REQUESTED WHEN RESPONDING TO OPEN COMPETITIVE BID OPPORTUNITIES WITH THE COUNTY OF HASTINGS

On behalf of the Corporation of the County of Hastings, the Purchasing Section will issue competitive bid opportunities for goods, services, construction projects, consultants, etc on an as and when required basis.

Each competitive bid process (Tender, Request for Proposal, Request for Quotation, Expression of Interest, etc.) will have terms and conditions tailored to the specific acquisition process required. Typically, the following requirements (but not limited to) will be applied and Respondents will be responsible to ensure their submission will qualify for County consideration:

1. Submissions clearly identify the Respondent and an original authorized signature and date for the Respondent is included in their submission.
2. Submission complies with the time schedules e.g. closing date and time, mandatory site meetings, etc.
3. Mandatory criteria as indicated in the procurement document are included with the submission.
4. Respondents clearly identify in their submission the ability to comply with any/all current licenses, permits laws, regulations and acts of Ontario required to perform the services/work described in the procurement document.
5. Security Requirements
 - (i) As per the County's Purchasing and Procurement Policy and Procedures #19.0, in order to protect the County, performance security to guarantee the completion of the Contract is required for the supply and installation of equipment and materials and all services/construction involving County property.

The following may be applied:

- (a) Deposit in an amount in accordance with the following schedule:

<u>Total amount of Proposal (excluding taxes)</u>	<u>Minimum Deposit</u>
\$25,000 or less	Nil
Over \$25,000 to \$50,000	5%
Over \$50,000	10%

- (b) Performance Bond or a Performance Security Letter for a specified percentage (%) for performance/labour/materials from a bank or surety company, licensed to operate in the Province of Ontario.

6. Insurances

Respondents will be requested to furnish evidence of compliance with requirements for each of the Insurances listed below and to be either included with their submission or issued to the County as indicated in the procurement document. The County reserves the

right to withdraw a recommendation if the required proof of insurances are not received within the time indicated in the procurement document.

(i) Commercial General Liability Insurance:

The policy shall name the County as additional insured with limits of not less than <<as indicated e.g. Five Million (\$5,000,000)>> Dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a Property damage deductible of not more than <<as indicated e.g. \$2,500.00)>> Dollars. The form of this insurance shall be maintained continuously from commencement of the work until the date of the Final Certificate of Completion of the work and with respect to completed operations coverage for a period of not less than <<as indicated e.g. twenty four (24) months>> from the date of Final Certificate of Completion or work.

(ii) Owned and Non Owned Automobile Liability Policy:

Automobile Liability Insurance: In respect of licensed vehicles owned operated or hired shall have limits of not less than <<as indicated e.g. Two Million (\$2,000,000) Dollars.

(iii) Professional Liability/Errors and Omissions (as required in Ontario)

A Professional Liability/Errors and Omissions Insurance Policy in an amount, not less than <<as indicated e.g. One Million Dollars (\$1,000,000)>> per claim and in the aggregate insuring the Consultant. The coverage under the policy shall be maintained continuously during the term of this Agreement and for <<as indicated e.g. two years>> after the termination or expiration of this Agreement and shall cover insurable losses arising out of an error or omission in the rendering of or failure to render the Services.

(iv) Other Insurances

Any other type, including special and specific, construction, project, errors and omissions, etc or otherwise that may be required from time to time for the provision of services described in this RFP.

7. Workplace Safety and Insurance Board (WSIB)

(i) Respondents shall furnish evidence of compliance with a WSIB Clearance Certificate within the prescribed time stated in the procurement document <<as indicated e.g.72 Hours>> notice of recommendation. The County reserves the right to withdraw a recommendation if the required WSIB Clearance Certificate is not received within the prescribed time.

(ii) Sole Owner/Independent Operators must provide a "Tender" letter from WSIB confirming exemption. If the Sole Owner/Independent Operator indicates any Sub Contractors a WSIB Clearance Certificate must be provided for each sub contractor.

8. Required Documents With Submission:

Unless other instruction are included in the procurement document, Respondents shall include in their submission, Appendix # I-VI. Each Appendix shall be duly completed with an authorized signature, company name and dated.

9. Taxes

- (i) Ontario Sales Tax (where applicable), Harmonized Sales Tax and General Sales Tax (GST) must be included as indicated in the procurement document.
- (ii) The Successful Respondents shall include GST and HST Registration numbers on all invoices and must be shown separately on all invoices.
- (iii) Respondents are responsible to obtain up-to-date directives.

10. Currency

- (i) All prices quoted will be in Canadian Dollars.
- (ii) Price adjustments due to currency fluctuations, or any other reason, will not be accepted.

11. Irrevocable Offer

- (i) A submission shall remain valid for a period of <<as indicated e.g. sixty (60) days>> from the date of close stated in the procurement document.
- (ii) The Respondent's Proposal shall be irrevocable and shall remain in effect and open for acceptance for the number of days as set out in the Submission Deadline (the "Bid Validity Period").

12. Aspects of Work – Respondent's Responsibility

- (i) Respondents shall familiarize himself or herself with all aspects of the Work/Services stated in the procurement document, including Forms, the Instructions to Respondents, the General Conditions and the Specifications and Execution. Respondent's shall visit the site of the Work/Services as necessary, and shall confirm all dimensions and conditions pertinent to the Work/Services including the ability to fulfil all the requirements described in the procurement document and their submission. The County will not accept responsibility for the failure or negligence of a Respondent in doing so. No extras will be permitted for additional work, services due to existing site conditions.

13. Deemed Satisfaction As To Submission

- (i) Respondents submitting a submission to a procurement document shall be deemed conclusive proof that the submitter has satisfied itself as to all the requirements set out in the procurement document, all the conditions which may be encountered, where, materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Corporation of the County of Hastings based on the assertion by the submitter that it was uninformed as to any of the requirements of the procurement document.

14. Laws, Notices, Permits, Fees, Taxes and Duties

- (i) The laws of the place of buildings shall govern the Work. The Successful Respondent shall observe all such laws and shall obtain and/or pay all Permits and Building Permits, Licenses, Notices, Fees, Taxes , Duties, Inspections and any other charges in connection with the Work as may be required, as the procurement document accepted by the County will be held to cover all such costs. Likewise, it is the responsibility of the Successful Respondent to comply with all Workers Compensation Insurance Board requirements and including payments due thereunder.

15. Withdrawal of Submissions

- (i) A Respondent may withdraw it's submission only by giving written notice before the Submission Deadline to the Purchasing Supervisor. The County shall return, unopened, a Proposal that has been withdrawn in accordance with the procurement document.
- (ii) Respondents may not withdraw their submission after the official closing date and time.

16. Late or Unsigned Submissions

- (i) Submissions received after the official closing time will not be considered during the Selection process and will be returned unopened to the respective Respondent. All submissions must contain a recognized company signature authorized to bind the submission.

17. "Pre Qualified Respondent"

means a Respondent who has submitted to the County the following documents which are current and valid as of the closing date and time stipulated in the procurement document. The Respondent is responsible to ensure the County's Purchasing Section has received the Respondent's current and valid documentation prior to the Closing Date and Time as follows:

- Insurances as required
- WSIB requirements
- Appendix VIII: Subcontractors (for similar work/services)

18. Costs Incurred By Proponents

Nothing in the procurement document, receipt by the County of a response to the procurement document, or subsequent negotiations by the County of terms of a contract, shall in any way impose an obligation on the County to reimburse any Proponent or to pay any compensation for costs incurred in the preparation of a response to the procurement document, presentations, or the negotiation of a proposed contract.

19. Respondents may send any requests for information or a request to be invited to competitive bid opportunities to:

bids@hastingscounty.com

20. Accessibility – Ontarians Disability Act (ODA) Training:

It is recommended that each Respondent completes the following training and submitting a copy of the Certificate to the Purchasing Section.

(i) Overview and Recommendation:

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

- (a) How to interact and communicate with persons with various types of disability,
- (b) How to interact with persons with disabilities who use assistive devices or require the, assistance of a guide animal, or a support person,
- (c) How to use equipment that is available on the premises that may help in the provision of goods or services,
- (d) What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services,
- (e) Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contract employees, third party employees, agents and others who deal with members of the public on behalf of the County will be expected to meet the requirements of Ontario Regulation 429/07 with regard to training. If a training policy is not yet in place, please go the following link, complete the training module and provide a copy of the Certificate to the County's Purchasing Section.

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>

REQUIRED DOCUMENTS WITH PROPOSAL SUBMISSIONS:

NOTE: Unless other instructions are included in the procurement document, Respondents shall include in their submission, the following examples of Appendix # I-VI. Each Appendix shall be duly completed with an authorized signature, company name and dated.

APPENDIX I: NON-COLLUSION DECLARATION & IRREVOCABLE OFFER

PURCHASE ORDER# _____

PROJECT NAME: _____

COMPANY NAME: _____

Address: _____

This is to certify that neither the above named "Company" nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in anyway colluded, conspired, connived or agreed, directly or indirectly, with any other Company, firm or person to submit a collusive or sham Quote in connection for which the attached Quote has been submitted or to refrain from proposing in connection with such Quote, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any firm or person to fix the price or prices in the attached Quote or of any other proposer, or to fix any overhead, profit or cost element of the Quote price of any other proposer, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage against the County or any person interested in the proposed Contract; and the price or prices quoted in the attached Quote are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest.

This is to certify:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in our Quote submission is correct.
3. To the best of my/our knowledge and belief our Quote is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a Quote for the same work and is in all respects fair and without collusion or fraud.
4. To the best of my/our knowledge and belief no member of the council and no officer or employee of the Corporation of the County of Hastings is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of the contract, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.
5. To the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage or conflict of interest in our Quote.

Company: _____ Authorization: _____ Date: _____

DOCUMENT MUST BE SIGNED TO BE VALID

APPENDIX II: SUBCONTRACTORS (where applicable)

PURCHASE ORDER# _____

PROJECT NAME: _____

COMPANY NAME: _____

Address: _____

Note: The County's Project Supervisor must pre approve the use of any and or all sub-contractors.

List of Subcontractors: The following are the subcontractors I intend to use for the division or section of the work listed therewith:

Name, Address & Telephone Number of Subcontractor	Division or Section of Work	Location
1.		
2.		
3.		
4.		

COMPANY NAME

OWNER / REPRESENTATIVE SIGNATURE

DATE

DOCUMENT MUST BE SIGNED TO BE VALID

APPENDIX III : HEALTH AND SAFETY

PURCHASE ORDER# _____

PROJECT NAME: _____

CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM

The Corporation of the County of Hastings (the County) is committed to:

- (1) The prevention of workplace injury, illness, violence and harassment to all workers at County work locations.
- (2) The belief that 'contractor' safety is compatible with the safety policy of the County and is good business.
- (3) Assuming a leadership role by citing contractors for any violations of the contract.

To ensure the County workplace is a healthy and safe working environment, the above named Company, contractors, constructors and subcontractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety, violence and harassment in the workplace and other matters.

For long term contracts, or contracts involving pre-selected contractors, the County reserves the right to cancel (or place on probation) the contract of any contractor who is sited with violations and/or charged and/or convicted of offences under the Occupational Health and Safety Act and/or applicable regulations while carrying out any part of a project with the County.

Statement of Responsibility:

The above named Company retained to perform work for The Corporation of The County of Hastings I/we accept the following health and safety responsibilities:

I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, County safety policies, standards and procedures, department and site-specific policies, standards and procedures and all applicable legislation and regulations.

I/we will work safely with skill and care to prevent accidental injury, violence and harassment to ourselves, fellow employees and all other persons on the site of the work.

For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we acknowledge possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional; or Satisfactory- Unaudited.

I/we will advise the County if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will provide the Municipality with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

COMPANY NAME: _____

Authorized Signature: _____ **Date:** _____

DOCUMENT MUST BE SIGNED TO BE VALID

APPENDIX IV: WARRANTIES

PURCHASE ORDER# _____

PROJECT NAME: _____

The above named Company certifies that it will provide all services as set forth in the Quote, and that it will not delegate or subcontract its responsibilities without the prior written permission of the Corporation of the County of Hastings.

The above named Company warrants that it is licensed to do business in the County of Hastings, Ontario.

The above named Company warrants that all information provided by it in connection with his/her Quote is true and accurate.

Signature of Official: _____

Name (printed/typed): _____

Title: _____

Company: _____

Address: _____

Date: _____

DOCUMENT MUST BE SIGNED TO BE VALID

APPENDIX V: ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

PURCHASE ORDER# _____

PROJECT NAME: _____

The above named Company certifies:

- that it has read and understands this Appendix
- shall make themselves aware of the AODA provisions
- shall comply with the AODA during the term of the contract and while providing services or delivering goods, products or materials to Hastings County.

The **Accessibility Standards for Customer Service, Ontario Regulation 429/07** was created under the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA).

The Standard sets out obligations for certain persons, businesses and other organizations to provide goods or services in a way that is accessible to people with disabilities in Ontario.

The Standard applies to:

- Designated public sector organizations (compliance deadline January 1, 2010); and
- Every other person or organization that provides goods or services to the public or to other organizations (third parties) and that has one or more employees in Ontario (compliance deadline January 1, 2011).

~ Principles ~ Dignity, Independence, Integration, Equality

The Corporation of The County of Hastings is obligated by legislation to provide accessible customer service and is committed to creating an excellent customer experience to all our stakeholders.

The above named Company agrees that:

- prior to the commencement of any work under agreement with our municipality that the Successful Bidder shall declare that it has read, understands and complies with the Accessible Customer Service, Ontario Regulation 429/07.

The County of Hastings thanks you in advance for joining us in providing excellent Accessible Customer Service throughout our community.

For further details please refer to the Ministry of Community and Social Services website or AccessON.ca for details.

Resources:

- Municipal Accessible Customer Service Policy and pamphlets
- <http://www.mcsc.gov.on.ca/mcsc/english/pillars/accessibilityOntario>
- <http://www.accesson.ca/ado/english/> - Serve Ability
- <http://www.retailcouncil.org/storeops/howmavihelpyou.asp> - How May I Help You?

COMPANY NAME

Respondent's Name & Title (Please Print)

Authorized Signature

Date

DOCUMENT MUST BE SIGNED TO BE VALID

APPENDIX VI: WORK PERFORMANCE REFERENCES

PURCHASE ORDER# _____

PROJECT NAME: _____

COMPANY NAME: _____

Address: _____

1. **NAME:** _____

ADDRESS: _____

CITY: _____ **POSTAL CODE:** _____

PERSON TO CONTACT: _____

TELEPHONE NUMBER: _____

2. **NAME:** _____

ADDRESS: _____

CITY: _____ **POSTAL CODE:** _____

PERSON TO CONTACT: _____

TELEPHONE: _____

3. **NAME:** _____

ADDRESS: _____

CITY: _____ **POSTAL CODE:** _____

PERSON TO CONTACT: _____

TELEPHONE: _____

NOTE: APPROVAL FOR THE CORPORATION OF THE COUNTY OF HASTINGS TO CONTACT REFERENCES

COMPANY NAME **Respondent's Name & Title (Please Print)**

Authorized Signature **Date**

DOCUMENT MUST BE SIGNED TO BE VALID & SUBMITTED WITH BID