



**TOWNSHIP OF HAMILTON**

**RFP# PARKS- 2018-03 – Ice Resurfacer**

Submitted by,

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Name of Firm or Individual

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Address (Include postal code)

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Telephone No. (Include area code)

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Name of Person Signing for Firm

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Office of Person Signing for Firm

RFP CLOSING DATE: April 26, 2018, at 2:30pm local time.

TO: Paul Dowber, Treasurer  
Township of Hamilton Administrative Building  
8285 Majestic Hills Dr.  
Cobourg, Ontario  
K9A 4J7  
(905) 342-2810

## INFORMATION TO BIDDERS

- a) Type of Contract: To supply a 2018 Arena Ice Resurfacers for Hamilton Township.
- b) Proposal: One copy of the Proposal properly signed and sealed in an envelope with the RFP number clearly marked on the front will be received at the Township of Hamilton Administrative Building, 8285 Majestic Hills Dr., Cobourg, K9A 4J7 on or before **April 26, 2018 at 2:30pm** local time as designated by the atomic time clock in the municipal office.
- c) RFP Schedule Summary
- |                         |                          |
|-------------------------|--------------------------|
| Mandatory Site Meeting: | N/A                      |
| RFP Closing:            | April 26, 2018 at 2:30pm |
| Last Day for questions: | April 23, 2018 at 4:30pm |
| RFP Award:              | (estimate) May 15, 2018  |
| Start Date:             | TBD                      |
- d) Proposals will be opened on the same day of closing.
- e) Lowest or any Bid not necessarily accepted.
- f) The Township reserves the right to reject any or all bids received.
- g) The awarding of this RFP is subject to the approval of the Township of Hamilton Council.
- h) This RFP contains:

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## 1 INSTRUCTIONS TO BIDDERS

### 1.1 Invitation

#### 1.1.1 Scope of Work

The Corporation of the Township of Hamilton is calling for complete proposals from qualified bidders to supply and deliver an Arena Ice Resurfacers.

#### 1.1.2 RFP Call

- 1.1.2.1 Submissions signed under seal, executed, and dated will be received by the Owner, at the offices of:

The Corporation of the Township of Hamilton  
c/o Paul Dowber, Treasurer  
8285 Majestic Hills Dr.  
Cobourg, Ontario K9A 4J7

Before the time for bid closing of 2:30pm local time as designated by the office atomic time clock on April 26, 2018.

- 1.1.2.2 The Owner may, by addendum, extend the submission closing time or any other scheduled dates relating to this RFP call.
- 1.1.2.3 Proposals submitted after the submission closing time will not be considered and will be returned to the Proponent unopened. Submissions will be opened publicly at approx. 2:45pm local time on the 26<sup>th</sup> day of April, 2018, at The Township of Hamilton's Administration Building, located at 8285 Majestic Hills Dr., Cobourg, Ontario K9A 4J7. Bidders should note that the pricing information read out at the public Proposal opening is **PRELIMINARY** in nature only and should not be construed as an indication of which bidder is being awarded the contract. All documentation is subject to review for mathematical accuracies, compliance with the specifications, and compliance with the terms and conditions of the Request for Proposal, the completion of which will ultimately determine the successful bidder. **All RFP awards are subject to Township of Hamilton Council Approval.**

- 1.1.2.4 Amendments to a submitted Proposal will be permitted if received by the Owner in writing prior to submission closing time and if endorsed by the same party or parties who signed and sealed the submitted Proposal. A submitted Proposal amendment shall state the amount to be added to or deducted from the Bid Price.
- 1.1.2.5 Proposals and amendments, submitted by telephone, facsimile or electronic mail will not be considered by the Owner.
- 1.1.2.6 A Proponent may withdraw its submission at any time prior to the submission closing time by delivering a written notice of withdrawal to the Owner. The withdrawal will be in effect as of the time said notice is received by the Owner.
- 1.1.2.7 Proponents agree to prepare and submit bids at their own cost. The Owner is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Proponent or any third parties in the bid process relating to the Proposal. All such costs shall be the Proponent's sole responsibility.
- 1.1.2.8 Proposals will be called, received, evaluated, accepted, and processed in accordance with The Corporation of the Township of Hamilton's Purchasing Policy. By submitting a Proposal each Bidder agrees to be bound by the terms and conditions of that Policy and those procedures and any amendments to them, as fully as if it were reproduced and attached to this Request for Proposal.

### **1.1.3 RFP Bid Price**

The price(s) quoted shall be in Canadian funds and shall include all duty, custom clearances, fuel tax, shipping costs, and (HST) shall be extra where applicable.

## **1.2 Contract and Bid Documents**

### **1.2.1 Definitions**

- 1.2.1.1 The word Bidder is interchangeable with the word Proponent in this document. The term "Bid Document" is interchangeable with "Request for Proposal" (RFP) in this document.
- 1.2.1.2 Bid Price: The Bid Price is the monetary sum identified by the Bidder in its Itemized Bid Form.

## **1.2.2 Availability**

- 1.2.2.1 Bid Documents may be obtained on the Township's website or at [www.biddingo.com](http://www.biddingo.com). Hardcopies of the Bid Documents may also be obtained at the Township's Administration Building, located at 8285 Majestic Hills Dr., Cobourg, Ontario K9A 4J7.
- 1.2.2.2 Upon Receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidders shall immediately notify the Owner if the Bid Documents are incomplete or upon finding discrepancies, errors or omissions in the Bid Documents.

## **1.2.3 Queries and Addenda**

- 1.2.3.1 All inquiries from Bidders regarding the Bid Documents must be in writing by way of e-mail and received by the Township to: Trevor Clapperton, Manager, Recreation and Facilities, at [tclapperton@hamiltontownship.ca](mailto:tclapperton@hamiltontownship.ca). The latest time for any inquiries is April 23, 2018 at 4:30pm.
- 1.2.3.2 Addenda may be issued during the bidding period. All addenda become part of the Bid Documents. Bidders shall include all costs of all addenda in the Bid Price.
- 1.2.3.3 Verbal answers given by the Owner to queries are only binding when confirmed by written addendum.

## **1.3 Bid Submissions**

### **1.3.1 Submissions**

- 1.3.1.1 Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- 1.3.1.2 All Bid Forms must be fully completed, signed under seal by a duly authorized representative of the Bidder, dated and submitted in a clear and legible manner. Signature and all other entries shall be completed in ink or shall be typewritten. Photocopied signatures and other entries are not acceptable. All applicable blank spaces in the Specification Forms must be filled in.
- 1.3.1.3 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscured, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the Owner, be declared invalid and rejected.

1.3.1.4 Bids with Bid Forms and enclosures which are improperly prepared may be, at the Owner's sole discretion be declared invalid.

1.3.1.5 All submitted bids and supporting documentation become the property of the Owner and will not be returned.

## **1.4 Offer Acceptance or Rejection**

### **1.4.1 Duration of Offer**

1.4.1.1 Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the Bid closing time.

### **1.4.2 Clarification of Bids**

1.4.2.1 The Owner may, at anytime following the Bid closing time, request that any Bidder clarify its Bid. Bidders shall provide a written response to any such request for clarification within three (3) working days following receipt of such a request, or within such shorter time as the Owner may require. The Owner may require any Bidder to submit additional information clarifying any matters contained in its Bid and require the relevant Bidder's acknowledgement of the accuracy of that interpretation.

1.4.2.2 The additional information accepted by the Owner and written interpretations which have been acknowledged by Bidders shall be considered to form part of the Bids of those Bidders.

1.4.2.3 The right to request clarification of Bids by the Owner as provided herein within the sole, complete and unfettered discretion of the Owner and is for the Owner's sole benefit, and may or may not be exercised by the Owner at any time and in respect to any or all Bids.

1.4.2.4 The Owner's right to request clarification of Bids as provided herein shall not in any way impose upon the Owner a requirement to clarify with a Bidder any part of a Bid, and where in the opinion of the Owner the Bid is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, the Owner may reject a Bid either before or after seeking a clarification under this section.

1.4.2.5 The seeking of a clarification of a Bid by the Owner as provided herein shall not in any way oblige the Owner to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Bid or any other Bid.



- 1.4.2.6 All Bid clarifications submitted by a Bidder shall be in writing in a form satisfactory to the Owner.

### **1.4.3 Acceptance or Rejection of Offer**

- 1.4.3.1 The submission of Bids does not obligate the Owner to accept any Bid or to proceed with the purchase.
- 1.4.3.2 Bids which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Bid Documents or are otherwise irregular in any way may, at the sole and absolute discretion of the Owner, be declared invalid and rejected.
- 1.4.3.3 The Owner retains the separate right to accept or waive irregularities if, in the Owner's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the Owner may, as a condition of bid acceptance, request the Bidder to correct a minor or technical irregularity with no charge to the Bid Price.
- 1.4.3.4 The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Bid, shall be at the Owner's sole and absolute discretion.
- 1.4.3.5 The Owner reserves the right to accept or reject any or all Bids or to accept any Bids should it be deemed to be in its best interest to do so in its sole and absolute discretion. The lowest Bid will not necessarily be accepted.
- 1.4.3.6 Bidders expressly waive any and all rights to make any claim against the Owner for any matter arising from the Owner exercising its rights as stated in these Instructions to Bidders.

### **1.4.4 Proof of Ability – Prequalification**

- 1.4.4.1 To qualify, a Bidder must have been in the business of building/constructing & providing services for Ice Resurfacing for a period of not less than five (5) years and performing contracts similar in size to this proposed Contract.
- 1.4.4.2 Where deemed necessary by the Township, the Bidder will be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the Services outlined in the RFP Documents. Insufficient experience may result in disqualification.

## **1.5 Indemnification**

1.5.1.1 The Contractor shall indemnify and save harmless the Township from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the performance or non-performance of the Contractor of his/her obligations under any resulting contract.

## **1.6 Notice of Cancellation**

1.6.1.1 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse and shall contain the necessary "Endorsements" to provide the Township with thirty (30) days prior written notice by registered mail to the attention of the Manager, Recreation and Facilities.

## **1.7 Damage Claims**

1.7.1.1 The proponent shall protect the Work, the Owner's property, and any surrounding private property from damage, and shall be responsible for any damage that may arise as the result of his/her operations under the RFP.

## **1.8 Statutes and Regulations**

1.8.1.1 The successful Proponent shall comply with all Federal, Provincial and Municipal laws and regulations, including but not limited to the Workplace Safety and Insurance Act, The Occupational Health and Safety Act and regulations including W.H.M.I.S. Any required permits or inspections shall be the complete responsibility of the proponent.

## **2 RFP DETAILS/SPECIFICATIONS**

### **2.1 Township Information**

Township of Hamilton  
8285 Majestic Hills Dr.  
Cobourg, ON K9A 4J7  
905-342-2810

### **2.2 Timing**

- |                            |                |
|----------------------------|----------------|
| 2) Bid Release:            | April 12, 2018 |
| 3) RFP Closing:            | April 26, 2018 |
| 4) Last Day for Questions: | April 23, 2018 |
| 5) RFP Award:              | May 15, 2018   |
| 6) Start Date:             | TBD            |

### **2.3 Duties of the Township of Hamilton**

- 1) Invite contractors to submit a proposal for a 2018 Ice Resurfacers for the Township of Hamilton's Parks and Recreation Department.
- 2) Select a contractor to complete the work based on the submitted proposal and outlined proposal evaluation criteria (see evaluation criteria).
- 3) Liaise with the successful candidate to ensure that the Ice Resurfacers meets the Township's needs and is completed in accordance with the Township's guidelines and policies.

### **2.4 General Requirements**

- 1) The vendor shall provide a detailed construction timeline with their proposal.
- 2) The ice resurfacers, equipment and all attached components shall be delivered in new condition.
- 3) Any damages to the ice resurfacers, equipment or attached components sustained during or prior to delivery shall be repaired or replaced to the satisfaction of the Manager, Recreation and Facilities prior to delivery being accepted.
- 4) The vendor shall instruct/train a minimum of four (4) of the purchaser's personnel in the operation, care and maintenance of the ice resurfacers and equipment.

- 5) The vendor shall provide detailed warranty information including extent of coverage, length of coverage, terms, conditions and limitations.
- 6) The vendor shall provide detailed service and maintenance information and schedules.

## 2.5 Specifications

<b>Item</b>	<b>Specifications</b> <i>This column lists the minimum standards required</i>	<b>Yes/No</b>	<b>Confirmation</b> <i>This column to be completed by bidder showing particulars of equipment to be supplied. Where detailed information is not required "yes" or "no" must be inserted. A detailed explanation is required if "no" is inserted.</i>
<b>1</b>	<b>General</b>		
1.1	The unit shall be new, current, model and year.		
	The unit shall be designed so the following can be achieved as a one person operation.		
1.2	Plane the ice.		
1.3	Pick up and store snow.		
1.4	Wash and squeegee ice.		
1.5	Distribute water for freezing a sheet of ice.		
1.6	Dump snow from storage tank to front.		
1.7	Sweep and clean close to arena boards.		
<b>2</b>	<b>Chassis</b>		
2.1	Frame designed by manufacturer to provide proper support for loads required.		
2.2	Required preference will be given to welded 2"x5" steel tubing frame.		
2.3	Shall be four (4) wheel drive.		
<b>3</b>	<b>Axles</b>		
3.1	Axles application must be certified and warranted by manufacturer to properly support the maximum loads.		

3.2.	Shall be four (4) wheel type.		
3.3	Capacity shall be a minimum:		
	Front: 1,950kgs (4,300lbs)		
	Rear: 2903kgs (6,400lbs)		
<b>4</b>	<b>Steering</b>		
4.1	Shall be front wheel power steering.		
4.2	Control of steering is to be done by automotive type steering wheel.		
<b>5</b>	<b>Brakes</b>		
5.1	To be equipped with heavy duty hydraulic drum type braking system.		
<b>6</b>	<b>Engine</b>		
6.1	Minimum four cylinder, natural gas engine, 59hp, liquid cooled		
6.2	Must be of sufficient capacity to provide efficient and dependable service while minimizing emissions and its required ventilation.		
6.3	Natural gas powered.		
6.4	Throttle control – electronic governor and speed limiter capable of “hands-free” operation with independent load-sensing adjustments.		
6.5	Exhaust piping to be stainless steel.		
6.6	Exhaust to be vertical and mount to top outside of unit complete with guard.		
6.7	Heavy duty muffler, low noise type.		
6.8	Engine to be equipped with spin on oil filter.		

6.9	Vehicle speed control shall be through a foot operated device that will cause the machine to come to a full and complete stop if operator falls off or releases the foot control.		
<b>7</b>	<b>Cooling System</b>		
7.1	Cooling system to be protected to -35 degrees celsius.		
<b>8</b>	<b>Fuel System</b>		
8.1	CNG system includes vertical mounting brackets to allow for two (2) new 60L. CNG fuel cylinders, 3000 PSI, rated for 20 years. Each tank will have a fuel cylinder valve and one 0 – 5000 psi pressure gauge (2.5” dia.). The cylinders shall be mounted at the rear of the machine. CNG lines to be ¼” stainless steel tube.		
8.2	Stainless steel ball valve to shut off fuel CNG from cylinders and rear fill valve with dust boot and inline check valve.		
8.3	CNG system shall have a high pressure regulator CNG mixer, high pressure shut off valve and a low pressure shut off valve installed.		
<b>9</b>	<b>Alternator</b>		
9.1	65 amp minimum alternator.		
<b>10</b>	<b>Battery</b>		
10.1	550 CCA minimum, maintenance free.		
<b>11</b>	<b>Instrumentation</b>		
11.1	A tachometer/hour meter		

	shall be installed.		
11.2	Ammeter/voltmeter gauge shall be installed.		
11.3	Indicator lights for oil pressure and coolant temperature are to be dash mounted in view of operator.		
<b>12</b>	<b>Hydrostatic System</b>		
12.1	The hydrostatic drive will provide infinitely variable vehicle speed.		
12.2	Transmission shall have a maximum speed range of approximately 0 – 10 M.P.H.		Stage Range 0 - M.P.H.
12.3	Hydrostatic transmission shall enable operator to use full hydraulic power at any vehicle speed and shall be equipped with a bypass valve to allow towing if engine inoperative.		
<b>13</b>	<b>Hydraulic System</b>		
13.1	Pumps will be direct driven thereby eliminating belts to ensure maximum power transfer and reduced maintenance.		
13.2	A double hydraulic pump with two distinctly hydraulic systems. One to power the vertical conveyor, the other to power the horizontal conveyor.		
13.3	Hydraulically driven accessory equipment will not be affected by vehicle speed and a directly driven motor for each auger must be provided.		
13.4	Hydraulic oil tank capacity shall be 95L.		



<b>14</b>	<b>Conveyor System</b>		
14.1	The method used to convey the shavings shall be by horizontal and vertical auger system.		
14.2	Snow will be collected and carried from the surface of the ice by means of a conveyor system which throws the snow into the snow dump tank by a high capacity slinger of approximately 40cm x 13cm (16"X5").		
14.3	State slinger size.		Size:
14.4	All conveyor augers shall have a minimum diameter of 25cm (10") and shall be double flighted.		
14.5	The horizontal augers will have double flighting.		
14.6	The vertical auger will be 25cm (10") in diameter and have the ability to completely fill the snow tank.		
14.7	All conveyors to be hydraulically driven and controlled at the operator's station.		
<b>15</b>	<b>Turning Radius</b>		
15.1	The unit must have the ability to completely resurface the corners of a standard hockey rink without conditioner offsets.		
15.2	State minimum radius at conditioner.		Min Radius:
<b>16</b>	<b>Board Brush</b>		
16.1	A hydraulically controlled board brush which is retractable and detachable		

	when not in use shall be installed on the driver's side of the machine for close sweeping along boards to prevent snow build up.		
16.2	Brush controls will be located at the operator's station.		
16.3	The brush will be approximately 15" in diameter and rotate only when extended to the operating position.		
16.4	State size of brush.		Size:
16.5	The brush will be equipped with a system to protect the assembly and the dasher boards during the brushing process.		
16.6	When not in operation the brush attachment shall be capable of being retracted to a position close to the body of the machine and raised above the ice surface.		
<b>17</b>	<b>Shaving and Conditioning Unit</b>		
17.1	Steel ice shaving blade will be not less than 195.6cm x 12.7cm (77"x 5.5") with two bolts holes rows for longer life.		
17.2	Blade size.		X X
17.3	Blade holding apparatus shall secure the blade so that the ends are tapered upwards approximately 1.5mm (1/6") to ensure feather edge effect under normal shaving conditions.		

17.4	The unit must have the ability to shave smooth and deep, the blade height and angle adjustment shall be made from the outside of the shaving unit and accomplished in a single easy method.		
17.5	Shaving apparatus shall include a spring loaded down pressure system that provides constant downward force on the shaving blade.		
18	<b>Snow Dump</b>		
18.1	The snow dumping tank shall empty forward and shall be capable of dumping itself clean.		
18.2	A manual; auxiliary pump is required to life both the dump tank and the conditioner.		
18.3	The snow collection tanks shall be enclosed and be capable of holding a minimum of 2.83 m <sup>3</sup> or (100ft <sup>3</sup> ) of snow or 410L (108usg) of water that can be dumped at a location away from the ice surface. Compacted snow capacity shall be a minimum 3.5m <sup>3</sup> (125ft <sup>3</sup> )		
18.4	State actual snow capacity.		Capacity:
18.5	State actual water capacity.		Capacity:
19	<b>Water Storage</b>		
19.1	Ice making water tank for restoring the ice surface shall contain a minimum of 719 litres (190 USG) of water and be molded high density		

	polyethylene to completely eliminate potential to rust.		
19.2	State size of tank.		Size:
19.3	Tank shall have an access cover of no less than 20.3cm (8") in diameter.		
19.4	An additional 272L (72 USG) water tank will be provided for washing the ice surface, or flooding, by a rod operated manual valve. This second tank shall be coated inside and out with suitable primer and epoxy paint.		
19.5	A wash water system with a water pump and squeegee shall be installed on the machine. With this system, the operator shall be able to wash the ice or remove excess water as ice conditions require. The brass water pump shall be 3.2cm (1 1/4") self priming pump equipped with electro-magnetic clutch (Jabsco or approved equal) and powered by hydraulic motor.		
19.6	State pump information.		Size:  Make:  Model:
<b>20</b>	<b>Tires</b>		
20.1	16" steel belted radials with double shoulder tungsten tip studs for traction (5 to be supplied)		

20.2	Tire Wash System		
<b>21</b>	<b>Accessories</b>		
21.1	Guide wheel mounted on left front bumper.		
21.2	Headlights.		
21.3	Horn.		
<b>22</b>	<b>Warranty</b>		
22.1	Manufacturer's warranty to be supplied.		
<b>23</b>	<b>Parts and Service</b>		
23.1	Addresses where parts and service will be available.		
23.2	The supplier shall ensure that spare parts will be available to maintain and repair the machine supplied for a reasonable period of time consistent with the normal life of the unit.		
<b>24</b>	<b>Paint</b>		
24.1	Standard manufacturer's white with blue.		
<b>25</b>	<b>Manuals</b>		
25.1	One complete service manual.		
25.2	One complete parts manual.		
25.3	One complete operators manual.		
<b>26</b>	<b>Options</b>		
26.1	GPS Laser ice leveling device.		Description:  Price:
<b>27</b>	<b>Delivery</b>		
27.1	Expected Delivery Date		Date:

<b>28</b>	<b>Trade In</b>		
28.1	Trade in one 2005 Zamboni 520 with approximately 2933 hours.		Trade In Value:

## 2.6 Proposal Submitted by Bidder

The proposals prepared by the Bidder will clearly indicate that equipment installed will comply with any applicable provincial and/or federal regulations, and will meet all requirements outlined in this request for proposal.

The Bidder's proposal must contain at least, but is not necessarily limited to, the following:

- 1) Bidders shall describe their previous work of this type, highlighting their experience and expertise in a similar kind of project.
- 2) Cover sheet – the Bidder's proposal must include the completed Cover Sheet

## 2.7 Evaluation Criteria

Proposals meeting the mandatory requirements will be further assessed against the following criteria. The relative weighting for each criterion is also given:

<b>Criteria</b>	<b>Weight</b>
<b>Design</b> Bidder creates a proposal that meets the Township's needs and the requirements set out in this RFP	50
<b>Cost</b> Total net cost ice resurfacers including trade in value.	40
<b>Experience</b> Bidder shows a history of past projects which are similar in size and type	10

### **3 GENERAL CONDITIONS**

#### **3.1 Interpretation**

In the contract "Work" means the whole of the work, services and materials required to be done, furnished and or performed by the Contractor in order to carry out the Contract.

#### **3.2 Status of the Contractor**

The Contractor is engaged as an independent contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of the Township.

#### **3.3 Amendments**

No amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment executed by the authorized representatives of the Township and of the Contractor.

#### **3.4 Compliance with Applicable Laws**

The Contractor shall comply with all laws applicable to the performance of the Work.

#### **3.5 Subcontracting:**

Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Township in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier.

Notwithstanding the above, the Contractor may, without prior consent of the Township, subcontract such portions of the Work as is customary in the carrying out of similar contracts. In any Subcontract, the Contractor shall, unless the Township otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions of the Contract.

#### **3.6 Time of the Essence**

Time is of the essence of the Contract.

#### **3.7 Inspection of the Work**

The Work and any and all parts thereof shall be subject to inspection and acceptance by the Township.



### **3.8 Infringement**

The Contractor warrants that no Work furnished in accordance with this contract shall infringe upon any patent, registered industrial design, trademark, trade secret, copyrighted work or other intellectual property right. The Contractor at its sole cost and expense shall defend and hold harmless the Township, its agents, employees and customers against any and all suits, actions and claims arising out of any and every charge of infringement.

### **3.9 Indemnification**

The Contractor shall indemnify and save harmless the Township from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the negligent performance or non-performance of the Contractor of his/her obligations under any resulting contract.

### **3.10 Payment**

Payment by the Township for the Work shall be made following delivery, inspection and acceptance of the Work, and following presentation of an invoice which correctly corresponds with the work provided. Unless otherwise stated, the period for payments will be within thirty (30) days, calculated from the date the invoice is received, or delivery and acceptance of the work, whichever date is later.

### **3.11 Conflict of Interest**

All firms are required to disclose to the Township prior to accepting the assignment any potential conflict of interest. If a conflict of interest does exist, the Township may, at its discretion, withhold the assignment from the Contractor until the matter is resolved to the satisfaction of the Township. If, during the contract, a contractor is retained by another client giving rise to a potential conflict of interest, then the Contractor shall so inform the Township and if a significant conflict of interest is deemed to exist by the Township, then the Contractor shall:

- 1) Refuse the new assignment, OR
- 2) Take such steps as are necessary to remove the conflict of interest.

### **3.12 Fraud or Bribery**

Should the Contractor, any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Township, or to commit fraud against the Township, the Township shall be at liberty to declare the Bid void forthwith, or the Township to take the whole or any part of the contract out of the hands of the Contractor, and to invoke the provisions of termination.

### **3.13 Environmental Purchasing**

The Township is committed to the principles of sustainable development and will apply environmentally sound practices in fulfilling its mandate in the planning and provision of materials, services and programs. Contractors are encouraged to adopt and promote environmentally sound practices and introduce environmentally sound goods, materials and services when dealing with the Township.

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

The Township of Hamilton is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended (“MFIPPA”) with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Township in response to this Request for Proposal may be available to the public unless the party submitting the information requests that it be treated as confidential. All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding your request to keep the information confidential.

### **3.15 Entire Agreement**

The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.

### **3.16 Applicable Laws**

This Contract shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in Ontario.

### **3.17 Accessibility for Ontarians with Disabilities Act, 2002 (AODA)**

The Township of Hamilton is committed to providing equal treatment to people with disabilities with respect to the use and benefit of Township services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public. All contractors with the Township must comply with all laws applicable to the performance of the work. Effective 1 January 2010, third party Contractors who deal with the public or other third parties on behalf of the Township, as well as contractors who participate in developing Township policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must conform with the Accessibility Standards for Customer Service, O. Reg. 429/07 (Appendix A), under *The Accessibility for Ontarians With Disabilities Act, 2005 (AODA)*.

Contractors shall ensure that training records are maintained, including dates when training is provided, the number of employees who received training and individual training records. Contractors are required to ensure that this information will be made available, if requested by the Township.