



TOWNSHIP OF HAMILTON

**TENDER # PW2018-08 – ONE NEW 2017 OR 2018 DIESEL POWERED THREE
CUBIC YARD FOUR WHEEL DRIVE ARTICULATED LOADER**

Submitted by,

Name of Firm or Individual

Address (Include postal code)

Telephone No. (Include area code)

Name of Person Signing for Firm

Office of Person Signing for Firm

Make and Model of Unit Tendered on

TENDER CLOSING DATE: Monday, July 16, 2018 at 11:00am local time

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

INFORMATION TO BIDDERS

- a) Type of Contract: To supply one new 2017 or 2018 diesel powered three cubic yard four wheel drive articulated loader.
- b) Tender: One copy of the tender properly signed and sealed in an envelope with the tender number clearly marked on the front will be received at the Township Administrative Building, 8285 Majestic Hills Dr., Cobourg, K9A 4J7 on or before July 16, 2018 at 11:00am local time as designated by the atomic time clock in the office.
- Literature and specification sheets illustrating all equipment must be included with tender.
- c) Lowest or any tender not necessarily accepted.
- d) The Township reserves the right to reject any or all bids received.
- e) **The awarding of this tender is subject to the approval of the Township of Hamilton Council.**
- f) Every blank indicated under the confirmation heading of the Specifications must be filled in on the tender.
- g) This tender contains:
- i) Name & Address of Bidder..... Page #1
 - ii) Information to Bidders..... Page #2
 - iii) Instructions to Bidders..... Page #3-9
 - iv) Itemized Bid..... Page #10
 - v) Form of Contract..... Page #11
 - vi) Specifications..... Page #12-18
 - vii) General Conditions..... Page #19-21

TRADE IN: N/A

INSTRUCTIONS TO BIDDERS

1. Invitation

1.1. Scope of Work

The Work to be done under the Contract shall consist of the supply & delivery of one new 2017 or 2018 diesel powered three cubic yard four wheel drive articulated loader.

1.2. Tender Call

- 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 11:00am local time as designated by the office atomic time clock on the 16th day of July, 2018.

- 1.2.2. The Owner may, by addendum, extend the submission closing time or any other scheduled dates relating to this Tender call.
- 1.2.3. Tenders submitted after the submission closing time will not be considered and will be returned to the Proponent unopened.
- 1.2.4. Submissions will be opened publicly shortly after the closing time on the date of closing, at The Township of Hamilton Administration Building, located at 8285 Majestic Hills Dr., Cobourg, Ontario K9A 4J7. Bidders should note that the pricing information read out at the public tender 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 Tender, the completion of which will ultimately determine the successful bidder. **All Tender awards are subject to Township of Hamilton Council Approval.**

- 1.2.5. Amendments to a submitted Tender 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 Tender. A submitted Tender amendment shall state the amount to be added to or deducted from the Bid Price.
 - 1.2.6. Tenders and amendments, submitted by telephone, facsimile or electronic mail will not be considered by the Owner.
 - 1.2.7. 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 the said notice is received by the Owner.
 - 1.2.8. 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 Tender. All such costs shall be the Proponent's sole responsibility.
 - 1.2.9. Tenders will be called, received, evaluated, accepted, and processed in accordance with The Corporation of the Township of Hamilton's Purchasing Policy. By submitting a Tender 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 Invitation to Tender.
- 1.3. Tender Bid Price**
- 1.3.1. The price(s) quoted shall be in Canadian funds and shall include all duty, custom clearances, fuel tax, shipping costs, air conditioning tax (if applicable), and (HST) shall be extra where applicable.

2. Contract and Bid Documents

2.1. Definitions

- 2.1.1.** The word Bidder is interchangeable with the word Proponent in this document. The word Bid is interchangeable with the word Tender in this document.
- 2.1.2.** Bid Price: The Bid Price is the monetary sum identified by the Bidder in its Itemized Bid Form.

2.2. Availability

- 2.2.1.** Bid Documents may be obtained on the Township's website or at 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.
- 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.

2.3. Queries and Addenda

- 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: Don Hamly, Public Works Foreman, at dhamly@hamiltontownship.ca. The latest time for any inquiries is Monday, July 9, 2018 at 1:00pm. Questions received after this date and time will not be answered.
- 2.3.2.** Addenda may be issued during the bidding period. All addenda become part of the Contract Documents. Bidders shall include all costs of all addenda in the Bid Price.
- 2.3.3.** Verbal answers given by the Owner to queries are only binding when confirmed by written addendum.

3. Bid Submissions

3.1. Submissions

- 3.1.1.** Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- 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.
- 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.
- 3.1.4.** Bids with Bid Forms and enclosures which are improperly prepared may be, at the Owner's sole discretion be declared invalid.
- 3.1.5.** All submitted bids and supporting documentation become the property of the Owner and will not be returned.

4. Offer Acceptance or Rejection

4.1. Duration of Offer

- 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.

4.2. Clarification of Bids

- 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 five (5) 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.

- 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.
- 4.2.3.** The right to request clarification of Bids by the Owner as provided herein within the sole, complete and unfretted 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.
- 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.
- 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.
- 4.2.6.** All Bid clarifications submitted by a Bidder shall be in writing in a form satisfactory to the Owner.
- 4.3. Acceptance or Rejection of Offer**
- 4.3.1.** The submission of Bids does not obligate the Owner to accept any Bid or to proceed with the purchase.
- 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.
- 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.

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.

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.

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.

4.4 Proof of Ability – Prequalification

4.4.1 To qualify, a Bidder must have been in the business of **selling similar type vehicles** for a period of not less than three (3) years and performing contracts similar in size to this proposed Contract.

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 Tender Documents. Insufficient experience may result in disqualification.

5. Delivery and Inspections

5.1. The Successful Bidder shall perform a pre-delivery inspection on all equipment.

5.2. The Corporation of the Township of Hamilton staff shall have the option of performing an on-site visit to all suppliers bidding on this tender.

5.3. Deliveries shall be made between the hours of 8:30am to 4:00pm Monday to Thursday.

- 5.4. The vehicle shall be supplied with two (2) sets of keys for ignition and doors – shall include two (2) sets of remotes if necessary.
- 5.5. Where applicable, a periodic mandatory commercial vehicle inspection yellow sticker and certificates shall be required upon delivery of units to the Township.
- 5.6. The Contractor shall contact Don Hamly, prior to delivery of the equipment, and shall fax all serial numbers, hours/mileage to Don Hamly (1) calendar week prior to delivery.
- 5.7. Equipment that fails to successfully complete the inspection shall be rejected by the Township and shall be removed from Township property by and at the expense of the Contractor, promptly after notification by the Contract Administrator.
- 5.8. A penalty of \$200.00 per day for liquidated damages charged to the vendor will be considered if the vehicle is not received by the Township of Hamilton on or before December 1, 2018. The decision as to the assessment of a penalty shall be that of the Township of Hamilton's finance department. The decisions shall be final. This shall be in addition to any other remedies.

6. Indemnification

- 6.1. 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.

Township of Hamilton
Tender # PW2018-08

One New 2017 or 2018 Diesel Powered Three Cubic Yard Four Wheel Drive Articulated Loader

ITEMIZED BID

**ONE NEW 2017 OR 2018 DIESEL POWERED THREE CUBIC YARD FOUR WHEEL
DRIVE ARTICULATED LOADER**

Make _____

Model _____

Price	\$ _____
Less Trade-in	\$ <u> N/A </u> _____
Sub-Total	\$ _____
Plus 13% H.S.T.	\$ _____

Total tendered price F.O.B. Cobourg for one articulated loader as listed above\$ _____

DATED AT _____ THIS _____ DAY OF _____ 20 _____

Witness

Signature of Authorized Person

Name of Firm

Position

SPECIFICATIONS FOR ONE NEW 2017 OR 2018 DIESEL POWERED THREE CUBIC YARD FOUR WHEEL DRIVE ARTICULATED LOADER

SECTION 3: SPECIFICATIONS

GENERAL:

It is the intent of these specifications to describe one new 2017 or 2018 diesel powered four wheel drive articulated loader in sufficient detail to secure bids on comparable equipment. The equipment must be supplied with suitable components to comply in all aspects with the following specifications. Where minimums are called for, the unit must meet, or exceed performance specified. This specification lists only the major details of a unit; therefore it is the Supplier's responsibility to deliver a fully equipped vehicle with compatible components to provide dependable efficient service.

INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS:

- All items in these specifications must be answered. **Bidders shall state, "Yes" for compliance or state deviation, or give a reply where requested to do so.** Deviations shall be clearly stated and fully detailed.
- Each Bidder is required to fill in every blank. **Failure to do so may be used as a basis for rejection of bid.**

**SPECIFICATIONS FOR DIESEL POWERED THREE CUBIC YARD FOUR WHEEL DRIVE ARTICULATED LOADER
 ALL APPROPRIATE BLANKS MUST BE FILLED IN**

SPECIFICATION:		CONFIRMATION:
1.	ARTICULATED LOADER The loader shall be of articulated front dumping type with all four wheels driving. The loader shall be designed as a unit and <u>not as a tractor</u> with a loader attachment.	YES: NO:
2.	ENGINE:	
2.1	Diesel powered, turbo charged 160 net flywheel hp. minimum with governed RPM range (SAE J816A).	SPECIFY: MAKE: MODEL: H.P.: R.P.M.:

	2.2	Torque – 490 lbs. ft., minimum	SPECIFY:
	2.3	Displacement-410 cu. in. in 4 stroke	SPECIFY:
3.	POWER PLANT PARTS		
	3.1	Air cleaner–dry type with restriction indicator shall be supplied	SPECIFY:
	3.2	Oil Filter –removable element type	SPECIFY:
	3.3	Battery 2-12 volt, 1900 CCA combined, SAE rating shall be supplied.	SPECIFY: BATTERY: RATING:
	3.4	Alternator – 90 amp. hr., minimum	YES: NO:
	3.5	Fuel filters shall be supplied	YES: NO:
	3.6	Engine hour meter, tachometer water temperature gauge, converter temp. gauge. oil pressure and fuel gauge shall be supplied	YES: NO:
	3.7	Ammeter shall be supplied	YES: NO:
	3.8	Foot accelerator shall be supplied	YES: NO:
	3.9	Electric starter shall be supplied	YES: NO:
	3.10	Provision for cold weather starting shall be supplied	YES: NO:
	3.11	Block heater shall be supplied	YES: NO:
	3.12	Anti-freeze to -35° F shall be supplied	YES: NO:
	3.13	Engine cooling fan to be hydraulically driven and reversible	YES: NO:
4.	WEIGHT:		
	4.1	Dry shipping weight – 28,000 lbs. minimum Without cab or extra counter weights or Calcium in tires, but with the tires specified	SPECIFY:
	4.2	Counter weight or weights to be supplied. Counter weight to be equivalent to calcium loaded rear tires as we do not wish to load tires.	YES: NO:
5.	TRANSMISSION:		
	5.1	The transmission shall have four ranges forward and two ranges reverse minimum.	SPECIFY:
	5.2	Torque Converter having a min. multiplication Ratio of 2.75 to 1 shall be supplied.	YES: NO:
	5.3	Factory installed RIDE CONTROL SYSTEM With a disconnect switch shall be supplied.	YES: NO:

6.	AXLES:			
	6.1	Dual hydraulic differential locks to automatically engage both differentials when wheel slippage occurs will be supplied.	YES:	NO:
7.	STEERING ARTICULATED:			
	7.1	Shall be power actuated, easy to operate and shock resistant	YES:	NO:
	7.2	An articulation locking bar to be provided	YES:	NO:
	7.3	An articulation shall be a minimum of 40 degrees each direction	YES:	NO:
			SPECIFY:	
	7.4	Turning circle shall not exceed 37'	YES:	NO:
8.	BRAKES:			
	8.1	Service brakes to be heavy duty inboard mounted planetary	YES:	NO:
	8.2	Parking brakes – a separate mechanical or electrical parking brake to be supplied.	YES:	NO:
9.	TIRES:			
	9.1	Size – 20.5 x 25 Michelin snow plus or equivalent and must be approved by Hamilton Township staff prior to tender opening.	SPECIFY:	
10.	CAB:			
	10.1	A deluxe cab package shall be provided with the side openings for easy access to the driver's seat and with tinted safety glass. Cab to have access panels in the floor to access power train components.	YES:	NO:
	10.2	A roll-over protective structure shall be incorporated into the cab (SAE J394)	YES:	NO:
	10.3	Deluxe air ride seat, heated, fully padded and cloth covered.	YES:	NO:
	10.4	Heater – a cab heater ensuring operator's comfort at -35°F outside temperature and a dual forced air defroster shall be supplied as well as air-conditioning. AM/FM radio to be supplied.	SPECIFY HTR. AP. B.T.U.:	
	10.5	Windshield wiper(s) front & rear shall be electric. Windshield washers on front and rear windshields.	SPECIFY:	

	10.6	Seatbelt to be provided.	YES:	NO:
	10.7	There shall be an exit from either side of the cab with the bucket fully raised.	YES:	NO:
	10.8	Safety glass and weather proof doors will be provided	YES:	NO:
	10.9	Fenders front and rear to be supplied	YES:	NO:
	10.10	Front and rear tie downs to be supplied for Transporting on a float.	YES:	NO:
	10.11	12 volt power supply for accessories ie: two way radio	YES:	NO:
11. LOADER BUCKET:				
	11.1	To manufacturer's standard specification and of heavy welded steel construction, general purpose.	YES:	NO:
	11.2	Capacity – 3 cu. Yard SAE rating minimum	YES:	NO:
	11.3	Bucket width will be adequate to easily clear the front wheels when working in a stockpile.	YES:	NO:
	11.4	Bucket shall be equipped with bolt on teeth of a type recommended by the loader manufacturer. A bolt on cutting edge shall also be supplied	YES:	NO: Specify # of Teeth _____
	11.5	A spill plate shall be incorporated into rear of bucket to eliminate material spillage back onto the loader.	YES:	NO:
	11.6	Lift arm type to be parallel lift	YES:	NO:
	11.7	Dumping height fully raised: minimum 11 feet is preferred	YES:	NO: Specify height _____
12. LOADER CONTROLS:				
	12.1	To be a single lever joystick providing forward neutral, reverse, as well as full range gear changes.	YES:	NO:
	12.2	An automatic bucket leveler must be supplied As well as a return to dig position.	YES:	NO:
	12.3	Must have Loadrite – Model LR918 or equivalent on board weigh scales and Model LP950 printer to be supplied and Installed.	YES:	NO:

13. HYDRAULIC SYSTEM:			
	13.1	Shall be heavy duty continuous operating type of total 50 U.S.G.P.M. capacity min. capacity for efficient operation of hydraulic system. A hydraulic oil reservoir will be supplied. The hydraulic system shall be protected by a filter.	YES: NO: Specify GPM -----
14. CONTROLS:			
	14.1	All controls shall be easily operated and all gauges shall be easily read.	YES: NO:
	14.2	Gauges/Lights Required: Transmission oil temperature, transmission oil pressure, fuel gauge, engine temperature gauge, engine oil pressure, voltmeter and hour meter.	YES: NO:
	14.3	A bucket position indicator will be supplied.	YES: NO:
	14.4	A positive hold float position will be incorporated in the hydraulic system.	YES: NO:
15. PAINT:			
	15.1	The loader shall be painted to manufacturers standard colors.	YES: NO:
16. OPERATING INSTRUCTIONS:			
	16.1	A parts list, an operator's manual and a shop technical manual or CD shall be supplied.	YES: NO:
17. LIGHTS:			
	17.1	A minimum of four head lights, four rear work lights, two rear tail/stop lights, two front flasher/turn signals and two rear flasher/turn signals. Instrument panel lights and cab dome light with separate switch shall be installed. An amber strobe light (e.g. Grote 77643) will be mounted in a location visible from all directions and controlled by a separate switch.	YES: NO: SPECIFY:
18. BACK-UP ALARM:			
	18.1	An audible, automatic back-up alarm shall be installed as well as a back-up camera	YES: NO:
19. MIRRORS			
	19.1	One rear view mirror in the cab to be supplied.	YES: NO:
	19.2	Two exterior west coast type mirrors to be supplied and installed	YES: NO:

20.	MISCELLANEOUS:		
	20.1	All locks are to be alike.	YES: NO:
	20.2	A metal tool box shall be supplied as well as a 5 lb. fire extinguisher shall be supplied.	YES: NO:
	20.3	Vandalism protection on all compartments.	YES: NO:
	20.4	Slow moving vehicle sign supplied	YES: NO:
21.	AUTOMATIC GREASING SYSTEM		
	21.1	A system with all brass or stainless steel injectors, fittings, distribution blocks & connectors.	YES: NO:
	21.2	A system with a 4, 6 and 8 kg grease reservoir.	SPECIFY:
	21.3	A system with: <ul style="list-style-type: none"> a. A pneumatic pump unit with follower plate and clear reservoir b. An electric gear pump unit with follower plate and clear reservoir c. An electric axial piston pump with follower plate and clear reservoir d. A hydraulic pump with follower plate and clear reservoir 	SPECIFY:
	21.4	A system with <ul style="list-style-type: none"> a. Nylon Lines b. Stainless Steel or Copper/Nickel Lines c. Wire braid / hytron hydraulic lines Steel rings and metal enclosures	SPECIFY:
	21.5	A system with heavy-duty, corrosion-resistant pistons cylinder linings in the "air" side of the system.	YES: NO:
	21.6	A system with a closed, sealed reservoir that can only be filled through an in-line grease filter.	YES: NO:
	21.7	A system that delivers a minimum of 950 psi to the grease points.	YES: NO:
	21.8	Electronics installed in: <ul style="list-style-type: none"> a. the cab b. water proof box 	SPECIFY:
	21.9	An audible alarm in the timer to alert operator and/or: <ul style="list-style-type: none"> b. In cab system working light (green) c. In cab warning light (red) 	YES: NO: SPECIFY:
	21.10	A system pressure check built into the timer when minimally 50% of the greasing cycle is completed.	YES: NO:

	21.11	A timing system capable to readout: # of cycles, # of alarms and consecutive alarms.	YES:	NO:
	21.12	A parallel/single line operating principle.	YES:	NO:
	21.13	A system that is built by an ISO 9001 registered company.	YES:	NO:
	21.14	A system that is supported by a strong service network and a thorough training program	YES:	NO:
	21.15	A red/green grease pressure indicator on the pump to indicate last cycle performance.	YES:	NO:
	21.16	A pressure gauge installed in the pump.	YES:	NO:
	21.17	Automatic low-level warning light in the cab.	YES:	NO:
	21.18	Automatic low-level warning light on vehicle exterior.	YES:	NO:
	21.19	Automatic low level warning and automatic shut off feature.	YES:	NO:
22. WARRANTY:				
	22.1	Signed manufacturer's warranty shall be supplied	YES:	NO:
23. DELIVERY:				
	23.1	Delivery of the complete unit can be expected _____ days after the placing of the order but no later than _____ days.		

Date Signed

Signature of Authorized Person

Name of Firm

Position in Firm

GENERAL CONDITIONS

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.

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.

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.

Compliance with Applicable Laws:

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

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.

Time of the Essence:

Time is of the essence of the Contract.

Inspection of the Work:

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

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.

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 performance or non-performance of the Contractor of his/her obligations under any resulting contract.

Packing:

Price(s) quoted shall include all costs for crating and packing as required, for safe delivery of goods and should be of recycled materials where feasible.

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.

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.

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 tender 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.

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.

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 Tender 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.

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.

Applicable Laws:

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

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)*.