

Standard Terms and Conditions of Procurement

Version Date: January 28, 2021

1. Purpose of this Document

This document sets out the standard terms and conditions applied to all Requests for Bids by the Municipality of Middlesex Centre. Any procurement agreement for goods and/or services shall be subject to and bound by the Middlesex Centre Procurement Policy, these standard terms and the provisions set out in the Request for Bids.

2. Definitions

Applicable Law: means, any present or future law, statute, regulation, code, ordinance, common law or law in equity, municipal by-law, treaty, code, rule, judgment or Order, domestic or foreign, applicable to that Person, property, transaction, event or other matter and, whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, practices and policies of any Federal, Provincial, or Municipal governmental authority (“Governmental Authority”) having or purporting to have authority over that Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance.

Bid: is used in place of quote, proposal or tender response.

Bidder: a person, corporation or other entity that responds, or intends to respond to a Request for Bids.

Dispute Committee: means a committee consisting of the Director of Corporate Services/Treasurer (or delegate), the Chief Administrative Officer (or delegate), and the Municipal representative (or delegate) overseeing the work.

Municipality: The Municipality of Middlesex Centre.

Request for Bids: is used in place of Request for Tender, Quote, Proposal, and Information in the appropriate context.

RFT: Request for Tender

RFP: Request for Proposal

RFQ: Request for Quotation

Successful Bidder: a person, corporation or other entity that is awarded the contract or purchase order resulting from a Request for Bids.

Unless specifically defined otherwise all definitions set out in the Procurement Policy shall apply to these standard terms and conditions.

3. Additional Conditions

Bidders should be aware of the conditions set out under the Municipality's Procurement of Goods and Services Policy (the "**Policy**").

Further, bidders should be aware of the specific terms, conditions and/or requirements included in any Request for Bid documents.

If there is a conflict between any terms and conditions, the Policy will take precedence, followed by the standard terms and conditions in this document.

4. Access to Information

The information submitted in response to this Bid will be treated in accordance with all Applicable Law including but not limited to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and in accordance with Policy.

5. Personal Information

In accordance with MFIPPA, the Successful Bidder, its directors, officers, employees, agents, volunteers and persons for whom it is at-law responsible will hold confidential and will not disclose or release to any person at any time during or following the term of their contract, except where required by law, any personal or private information or documents without obtaining the prior written consent of the Clerk or CAO of the Municipality of Middlesex Centre as well as the individual or organization concerned, and shall comply with all Applicable Law.

6. Approved Forms – Collection of Personal Information

When collecting personal information the Successful Bidder or its subcontractors shall use only the forms approved by the Municipality for that purpose.

7. Pricing: Funds

All prices must be stated in Canadian funds.

8. Bid Submission to be considered an Offer

The submission of a Bid through bids & tenders to the Municipality shall be deemed to constitute an "Offer" which may be accepted, at the sole discretion and option of the Municipality by written acknowledgement of acceptance.

Upon acceptance of the Offer the terms, conditions and specifications set out in the Bid Submission shall be binding upon the Parties. Upon acceptance of the Bid, both parties hereto agree to do everything necessary, including entering into any further agreements and contracts as considered necessary, to ensure that the terms of the Offer take effect (collectively referred to as the “**Agreement**”).

The failure of either Party at any time to require performance by the other Party of any terms and conditions of any Agreement between the Parties shall in no way affect their right thereafter to enforce such provision or to seek damages for any breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform their undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God, or war that cannot reasonably be foreseen.

9. Acceptance/Award

The award of any Bid may not necessarily be based on price and for clarification purposes the Municipality is not required to accept the lowest bid. The Municipality will review Bids to determine which response most clearly meets the Municipality’s requirements and terms and conditions of the Bid.

10. Qualifying of Bids

Bidders are cautioned against qualifying their response in any manner whatsoever as this may result in their Bid being rejected.

11. Reservations for Rejection and Award

The Municipality reserves the right to accept or reject any or all Bids or any portion of a Bid, to waive irregularities and technicalities and to request re-bids on any specified material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination that is/are deemed in the Municipality’s sole and absolute discretion as shall best serve the interests of the Municipality in the absolute discretion of the Purchasing Designate and the applicable Department.

The Municipality also reserves the right to waive minor variations to specifications where appropriate (interpretation of minor variances will be made by the applicable Department personnel).

12. One Bid Response Received

A single bid response may be opened or rejected by the Municipality in accordance with the Policy.

13. Applicable Laws

It is agreed that the goods and services supplied shall comply with all Applicable Laws and it is the Bidder's obligations to confirm and ensure such compliance.

14. Oral Instructions or Suggestions

The Municipality will assume no responsibility for oral instruction or suggestions. All Bids shall be governed by the written agreements entered into by the Parties and all Applicable Law and in accordance with the Municipality's Procurement Policy.

15. Specifications

No Successful Bidder is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

16. Variations to Specifications

For purposes of evaluation, Bidders MUST indicate any variances from the Municipality's specifications, terms and/or conditions, no matter how minor or negligible. If variations are not stated or referenced it will be assumed the product or service fully complies with the Municipality's specifications, terms and conditions.

17. Brand Names and Alternative Products

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise or indicated with "NO SUBSTITUTION". If the Municipality does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. Equivalent is described as a good or service equal to another in value or measure or force or effect or significance. The Municipality, in its absolute sole discretion, shall deem what is an approved equivalent.

If a product other than what is specified is to be substituted, it is the Bidder's responsibility to name such product and to show the Municipality that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The Municipality shall have the sole and absolute discretion relating to the merits of Bids submitted.

Consideration will be given to Bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Municipality, in the sole and absolute discretion of the Municipality. If the Bidder does not indicate that the commodity they propose to furnish is other than specified, the Municipality will assume that the Bidder proposes to furnish the exact commodity as requested.

18. Samples and Demonstrations

Evidence in the form of samples may be requested from time to time by the Municipality. Such samples are to be furnished when requested, unless otherwise stated in the document. If samples are requested, samples must be received by the Municipality no later than seven (7) days after the formal request is made. When considered appropriate, the Municipality may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of any cost and expense to the Municipality and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Bidder's expense.

When requested, samples are to be mailed to: Municipality of Middlesex Centre, 10227 Ilderton Rd, Ilderton ON NOM 2A0.

19. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Request for Bids shall be new. The items must be new, the latest model, of the best quality and highest grade workmanship and reflect industry best practices.

20. Copyrights or Patent Rights

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

21. Warranties for Usage

Whenever requests for Bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimates only unless otherwise stated. No guarantee or warranty is given or implied by the Municipality as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of Bid prices and the Municipality reserves the right to increase or decrease quantities as required.

22. Acceptance of Material

The material delivered under this Request for Bids shall remain the property of the seller until a physical inspection and/or actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the Municipality and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the Municipality is found to be defective or does not conform to the specifications identified by the Municipality, the Municipality reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's sole cost and expense.

23. Safety Standards: Products

The Bidder represents and warrants that at all times any product, goods, delivery, or provision of services shall comply with all Applicable Laws including but not limited to those laws relating to health and safety. The Bidder shall inform employees of their health and safety guidelines and policies in terms of equipment, training, management and work practices. Failure to comply with this condition shall be considered a breach of the contract.

24. Manufacturer's Certification

The Municipality reserves the right to request from the Bidder separate manufacturer's certification of all statements made in the Bid document.

25. Ownership of Materials, Reports, Designs, Specifications & Training Materials

Any work completed at the Municipality's expense, on-site or remotely during the course of the project, including training materials, reports, designs, custom applications, specifications or otherwise shall become the exclusive property of the Municipality.

26. Safety Requirements

Adhering to the Requirements of Applicable Law including but not limited to the Occupational Health and Safety Act (OHSA): The Successful Bidder shall adhere to the requirements of all Applicable Law including but not limited to the Ontario Occupational Health and Safety Act ("OHSA") and their employees, subcontractors, agents who are to engage in the work to be conducted, have an awareness of the roles and responsibilities set out in the OHSA.

Compliance to Applicable Safety Regulations, Safety Guidelines and Safety Authorities Protocol Applicable to the Service Provided: The Successful Bidder will adhere to all Applicable Laws including but not limited to any and all safety regulations, guideline and protocols applicable to the service being provided.

Ministry of Labour (MOL) Visit to Workplace Site: Any time the MOL visits a workplace site where work is being performed by the Successful Bidder on behalf of the Municipality, the Successful Bidder must submit a copy of the MOL premise form to their appropriate Middlesex Centre contact. Should the MOL result in the issuance of an order or orders to the Successful Bidder, a copy of the response of the corrective actions and tentative completion dates proposed by the Successful Bidder must be submitted to their Municipality of Middlesex Centre contact (e.g., Project Manager/Purchasing Designate). Failure to provide such documents may be considered a breach in section "Exclusion of Bidders Due to Poor Performance" and subject to the terms and conditions of that section.

Health and Safety Documents Review: The Municipality reserves the right in its sole and absolute discretion to request any and all health and safety documents for review for adequacy of health and safety compliance (procedures, forms/permits, guidelines, documented equipment inspections, etc.) from the Successful Bidder prior to commencement or during work/work tasks. Any such documents shall be in compliance with all Applicable Laws.

Qualified, Trained Workers: The Successful Bidder shall ensure the company's management, supervisors and employees are trained, qualified, possess and maintain the necessary certifications to perform all work and deliver all services in compliance with all Applicable Laws.

Worksite, Activities Audit/Inspection: The Municipality reserves the right in its sole and absolute discretion to audit or inspect worksites or work activities being conducted on behalf of the Municipality by the Successful Bidder during the duration of the operations. Such occurrences may be conducted by Municipality personnel (e.g., Project Manager). In the event of any dispute between the Successful Bidder and the Municipality with respect to the Successful Bidder's conformance with any contractual requirement respecting safety, the Successful Bidder agrees that a determination of conformance shall be made by the Municipality in its sole discretion.

27. Site Visits

The Municipality reserves the right to audit or inspect worksites or work activities being conducted on behalf of the Municipality by the Successful Bidder throughout the duration of the operations. Such occurrences may be conducted by Municipality personnel (e.g., Project Manager or Health and Safety Specialist).

28. Bid Attachments

A response to a Request for Bid that includes or attaches any condition of sale or any other attachment which alters the specifications, conditions or terms, or makes it subordinate, may be cause for rejection.

29. Assignment and Successors

Following award of the contract, the Successful Bidder shall not, without obtaining the prior written consent of the Purchasing Designate make any assignment or any subcontract for the execution of any service or product hereby quoted on. The consent of the Purchasing Designate may be arbitrarily withheld. The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

30. Assignment and Subcontracts

The Successful Bidder shall not, without the prior written consent of the Municipality, make any assignment or subcontract for the provision of any goods or services Bid on.

31. Records Retention

In the event that the Successful Proponent ceases operation, it is agreed that the Successful Proponent will not dispose of any records related to this agreement without the prior written consent of the Municipality, but when requested by the Municipality shall return the records to the Municipality forthwith.

32. Compliance with the Accessibility for Ontarians with Disabilities Act (AODA)

The Successful Bidder is responsible shall ensure that all its employees, agents, volunteers, or others for whom the Successful Bidder is legally responsible receive training regarding the provision of the goods, services and facilities contemplated herein to persons with disabilities in accordance with the Integrated Accessibility Standards Regulation Ontario Regulation 191/11 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "AODA"). The Successful Bidder shall ensure that such training includes but is not limited to, a review of the purposes of the AODA, the requirements of the Regulation, and the Human Rights Code as it pertains to persons with disabilities as well as instruction regarding all matters set out in Part IV.2 Customer Service Standards of the Regulation. The Successful Bidder shall submit to the Municipality, as required from time to time, documentation describing its Integrated Accessibility Standards, Human Rights Code and Customer Service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The Municipality reserves the right to require the Successful Bidder to amend its training policies to meet the requirements of the AODA and the Regulation.

Further, if the Successful Bidder will through contract with the Municipality prepare documentation or other content that the Municipality requires to be posted on the Municipal website, those documents and other content must conform to the current AODA website standards.

33. Warranty

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the Municipality, the Successful Bidder will at any time within twelve (12) months or longer, if indicated in the bid documents, of delivery thereof, and at the Bidder's sole cost and expense replace any goods that are found to be or become defective as a result of faulty or inefficient manufacture, materials or workmanship.

34. Non-Resident Withholding Tax

Non-residents of Canada are subject to a withholding tax of 15% as per paragraph 153(1) (g) of the Canadian Income Tax Act and Section 105(1) of the Income Tax Regulations. As required by law, the Municipality will withhold 15% on all amounts payable to a non-resident vendor for services rendered in Canada. A Canada Revenue Agency approved waiver/reduction form must be submitted prior to payment processing in order to exempt/reduce the vendors required withholding tax amount. The withholding tax does not apply to GST or HST charged as well as any reimbursable costs (e.g. airfare, meals) provided they are itemized on the invoice.

The Municipality's withholding of tax under this section does not relieve the non-resident vendor of its obligation to withhold tax on payments to non-resident subcontractors nor does it necessarily relieve the vendor of its total Canadian tax liability. Vendors should apprise

themselves of the non-resident withholding tax rules prior to bidding on Municipality requirements. Further information can be found on the Canada Revenue Agency website.

35. Default Provision

In cases of default by the Successful Bidder, the Municipality may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Bidder responsible for any excess costs occasioned or incurred thereby.

36. Disputes

While it is acknowledged that mistakes and misunderstandings may occur throughout the process. Bidders who feel aggrieved by a decision of the Department Director or Purchasing Designate for the Municipality or an award of a contract, may dispute the decision or recommendation following the Municipality's dispute resolution process.

Dispute Resolution

Any Bidder involved in a bid request, may present the Municipality with a dispute claim regarding the process. Any disputes relating to the recommendation or award of a contract shall be made within a period of two (2) days of notification to the Bidder by the Municipality that their bid is not acceptable. The process for any resolution of a dispute shall be as follows:

- a. The Bidder identifying the dispute shall provide in writing to the Purchasing Designate full details including times, dates and historical information specific to the nature of the dispute claim.
- b. The Department Director, in association with the Director of Corporate Services, will investigate the claim and report back to the bidder in no more than ten (10) business days.
- c. The Bidder may further appeal the dispute to the Chief Administrative Officer in writing within no more than five (5) business days from receipt of the findings of the investigation noted in subsection (b) (above). The Chief Administrative Officer will review the original dispute and the investigation and provide a response back to the bidder within fifteen (15) business days of receipt of the appeal.

A dispute claim shall not prohibit, rescind or delay the award of any contract unless recommended by the Chief Administrative Officer, Director of Corporate Services and department director.

Any bidder participating in a bid request may at the conclusion of the bid request seek a debrief meeting with Municipal representatives regarding their submission. Debrief requests must be received within ten (10) calendar days of the award notification.

Where a debrief meeting has been requested, only information material to the bidder's submission will be discussed. This does not include ranking of the submission or financials in relation to other submissions. Only general information regarding the quality of the submission will be discussed and no detailed numbers will be provided.

There are strict time limits to file a dispute appeal. If the bidder is unsure of the deadline for appeal, they must seek direction from the Director of Corporate Services/Treasurer (or designate). Failure to seek and follow these directions will result in the appeal being dismissed.

37. Exclusion of Bidders in Litigation and Disputes or Appeals of Contract Awards

The Municipality may, in its absolute discretion, reject a Bid submitted by a Bidder if the Bidder, or any officer or director of the Bidder is or has been engaged, either directly or indirectly through another corporation or personally, in a legal action against the Municipality, its elected or appointed officers or employees in relation to:

- a) Any other contract or services; or
- b) Any matter arising from the Municipality's exercise of its powers, duties, or functions; or
- c) A dispute and/or appeal of contract awards.

In determining whether or not to reject a Bid under this clause, the Municipality will consider whether the litigation is likely to affect the Bidder's ability to work with the Municipality, its consultants and representatives, and whether the Municipality's experience with the Bidder indicates that the Municipality is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

38. Exclusion of Bidders Due to Poor Performance

The Purchasing Designate shall document evidence in writing where a performance evaluation is considered appropriate.

The Director of Corporate Services/Treasurer may, in consultation with the Municipal Solicitor, prohibit an unsatisfactory supplier from bidding on future Contracts for a time period appropriate with the results of the performance evaluation and cannot exceed a period of up to three (3) years or place a Bidder on a probationary list.

The performance evaluation shall rate the performance of the supplier, Bidder or consultant on standard criteria that may be adopted from time to time (i.e. failure to meet contract specifications, terms and conditions, health and safety violations, etc.). A copy of the performance evaluations shall be provided to the supplier, contractor or consultant in advance of the Bid. All performance issues shall be noted in writing with a copy to the Bidder. Such performance issues must also be noted in any project meeting minutes.

Upon completion of the project a representative of the Municipality shall meet with the Bidder to review the performance evaluation. All supporting documents relating to any substandard performance and comments must be attached and form part of the performance evaluation. The

Bidder may request a meeting to discuss the performance evaluation and shall have twenty (20) calendar days following delivery of the performance evaluation to request an appeal.

The appeal shall be conducted by a Dispute Committee which shall hear from both the Municipal staff or its consultants and the supplier at a time and place appointed by the dispute committee in writing. The decision of the Dispute Committee shall be in writing and shall be final.

In reaching a decision, the Dispute Committee shall rely upon the evaluation criteria determined in advance of the project and the results of prior performance evaluations relating to other contracts performed by the same Bidders.

39. Force Majeure

Notification is hereby provided to all proponents that a force majeure clause will be incorporated into the Agreement (contract) to be entered into between the Municipality and the successful respondent. The clause shall be substantially the same as the following italicized paragraphs:

In the event either the Municipality or the Successful Bidder shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfillment of, its obligations under this Agreement by reason of an Event of Force Majeure or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation hereunder, save and except for any delay or prevention from such fulfilment caused by a lack of funds or other financial reasons, strikes or other concerted acts by workers, delay or other failure arising out of the nature of the work to be done, or from the normal action of the elements or from any normal difficulties that may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control.

An "Event of Force Majeure" means an event beyond the control of a Party hereto which prevents such Party from complying with its obligations under this Agreement, including but not limited to:

- (a) acts of God such as, but not limited to, fires, storm, lightening, explosions, earthquakes, drought, pandemics, tidal waves and floods that are not considered a normal action of the elements;*
- (b) war, hostilities (whether declared or not), invasion, acts of foreign enemies, mobilization or embargo;*
- (c) mobilization, insurrection or military use of power, or civil war;*
- (d) acts or threats of terrorism.*

A Party shall not be considered to be in breach of this Agreement to the extent the performance of their obligations is prevented by an event of force majeure. The Party (hereinafter in this Section the "Affected Party") prevented from carrying out its obligations hereunder shall forthwith give written notice to the other Party of becoming

aware of an event of Force Majeure to the Affected Party. If and to the extent that an Affected Party is prevented from performance of its obligations pursuant to this Agreement by an event of force majeure, the Affected Party shall be entitled to a reasonable extension for the time of completion of its obligations set forth in this Agreement that may be reasonably required by the Affected Party and agreed to by the other Party to mobilize to commence the fulfillment of its obligations pursuant to this Agreement. The parties acknowledge and agree that in the event of conflict between the terms and provisions of this Section and any other Section contained in the Agreement, the terms and provisions of this Section shall govern and apply. In the event that the Affected Party is unable to fulfill its obligations in a reasonable timeline as determined by the parties, acting reasonably, as result of an Event of Force Majeure, it is agreed by the parties that this Agreement shall be immediately terminated with no further obligations by either party.

40. Invoicing

Invoices must be emailed to Middlesex Centre Accounts Payable Department at apinvoice@middlesexcentre.on.ca with the following requirements:

- a) invoice number
- b) invoice date
- c) suppliers name, address and contact person
- d) department and delivery description
- e) detailed description of goods or services being provided
- f) details on the date good(s) delivered or, in cases of partial project invoicing, date range covered by invoice
- g) project name (if applicable)
- h) amount before taxes
- i) taxes
- j) total amount

Unless otherwise stipulated in the contract, the terms of payment shall be net thirty (30) days from the date of receipt of the invoice and/or progress payment certificate.

The Municipality's preferred method of payment is through an Electronic Funds Transfer (EFT). Suppliers may obtain this form at the email noted above.

41. Harmonized Sales Tax (HST)

Harmonized Sales Tax applies to all goods and services purchased by the Municipality, HST is calculated, at the applicable tax rate, on these purchases and is payable by the Municipality at the time payment is made for the purchase.

Bidders will be required to register for purposes of the tax, collect the tax on their taxable supplies to the Municipality and remit as required by legislation. Bidders must supply the Municipality with their HST registration number.

The contract price shall be exclusive of all government sales taxes, including HST, custom duties and excise taxes applicable with respect to the contract, and shall be paid by the Bidder unless otherwise provided by statute. The Bidder will pay the Municipality all amounts of the HST in respect of the project.

HST is applicable at each trade level on virtually all goods and services consumed in Canada. Registrants are entitled to a refundable input tax credit for tax paid on goods and services to the extent the goods and services were acquired for use in a commercial activity.

All invoices and progress billings issued to the Municipality must contain adequate information and supporting documentation as specified in the HST legislation and prescribed by regulations thereof, for the purpose of input tax credits and/or rebates in respect of the HST payable or paid by the Municipality. Specifically, the Bidder must provide their HST registration number and must disclose the amount of HST payable on each billing. The Bidder shall make available any other reasonable information that the Municipality may require in respect of supporting its claim for input tax credits or rebates.

HST is not due on amounts held back until the period for retaining the holdback has expired. The Successful Bidder will be required to exclude the amount of holdbacks from the consideration due for calculation of the HST payable.

42. Delivery of Goods

The Successful Bidder shall be responsible for delivery of all materials ordered under contract to the designated locations within Middlesex Centre, unless otherwise advised, at no additional cost. Should the merchandise be damaged in transportation or unloading, the Successful Bidder shall be entirely responsible and bear all cost of repairs, repackaging and/or shipping costs and, if necessary, shall replace the damaged merchandise within 48 hours.

Time will be of the essence for any orders placed as a result of the Request for Bids. The Municipality reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made at the time(s) specified.

43. Interest Charges

It is the policy of the Middlesex Centre that application by the vendors for penalty or interest charges for late payment will not be allowed.

44. Contractor Behaviour

Middlesex Centre expects all work and conversations carried out or held on the work site or location by the contractor to be professional and courteous at all times. Contractor's and/or contractor's staff or subcontractors who fail to perform work or who have conversations with any Middlesex Centre staff or the general public in an unprofessional and not in a courteous manner shall be warned verbally by the Municipality's Project Manager or representative that such behaviour is not acceptable. A letter to the contractor will be issued immediately stating the consequences for any further unacceptable behaviour. The Contractor and the contractor's staff and/or subcontractors shall be required at all times to comply with all Applicable Law including but not limited to the Ontario Human Rights Code and the Municipality's Respect in the Workplace Policy.

Consequences for abusive and unacceptable behaviour including verbal conversations shall include the Municipality's right to demand the removal of any contractor's staff including the contractor's senior administrative staff, project manager or any other staff employed by the contractor including the staff of subcontractors working on behalf of the contractor.

Any continuation of abusive and unacceptable behaviour including verbal conversations following the issuance of the said letter by the Municipality shall result in removal of the contractor from the work site or location and Middlesex Centre shall take any further actions it deems necessary to remedy and mitigate for all losses to the Municipality as a result of such removal of the contractor.

Abuse directed to Middlesex Centre's Project Manager or any other representative of the Municipality or any other unacceptable behaviour by the contractor's staff that is considered unacceptable may also result in charges laid by the Municipality under all Applicable Law.

45. Conflict of Interest

The Bidder declares by submitting a bid that they do not and will not have any conflict of interest, actual or potential, by providing a submission.

46. Sustainable Purchasing

The Municipality recognizes that through its procurement function it has the power to bring about environmental and social improvements both locally and globally while maximizing economic benefits.

The Municipality may make attempts to preserve the environment and reserves the right to encourage the procurement of supplies and services with regard to the preservation of the natural environment; suppliers may be selected to supply goods made by methods resulting in the least damage to the environment, and/or to supply goods incorporating recycled materials where practicable. It is to be understood that total lifecycle cost analysis may be required to ensure that these supplies and services are financially viable and available at competitive prices.

47. Additional Terms and Conditions of Procurement for Construction Administration

47.1 Reference Numbering

All index and reference numbers in the Tender documents are provided for the convenience of the Bidder and are only a general guide to the items referred.

47.2 Pricing

The prices quoted in the Bid shall be in full compensation for all items / matters / work required under the Bid including but not limited to all labour, equipment, materials, and utility and transportation services necessary to perform and complete all work under the contract, including all miscellaneous work, whether specifically included in the Tender documents or not. It is the intention of the drawings and specifications provided in the Tender document to provide requirements for finished work. Any items omitted therefrom which are clearly necessary for the completion of the work shall be considered part of the work, notwithstanding that such items may not be directly specified in the Tender documents.

47.3 Allowance for Certain Items

No provision has been made to allow for certain items. A partial list of such items may include the Bidder's site offices; stores and conveniences; maintenance of flow and traffic, barricades, signs, flag person, etc.; insurance; watchman; permits and approvals (other than those to be paid for by the Municipality); items required by the drawings or specifications but which have been omitted from the Schedule of Items and Prices; and other items required by the contract, but not specifically related to or covered by the other items in the Schedule of Items and Prices. Payment for such items shall be in accordance with Ontario Provincial Standards General Conditions of Contract GC8.02.01 Price for Work.

47.4 Tender Open for Acceptance

The Bidder shall keep their Tender open for acceptance and irrevocable for 60 days from the closing date of the Tender (unless otherwise indicated in the Tender document), or until a formal contract is executed.

47.5 Notification of Contract Award

The awarding of the contract, based on the Tender, shall constitute and be an acceptance of the Tender, and the Municipality shall notify the Successful Bidder of the contract award.

47.6 Ability and Experience of Bidders

No Tender will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the drawings and specifications. In addition, it will be required that key staff assigned to the project is experienced and knowledgeable with the specific type of work to be undertaken. In order to aid the Municipality in determining the ability of any Bidder, the Bidder shall, within forty eight (48) hours after being requested in writing by the Municipality or the Purchasing Designate, furnish evidence satisfactory to the Municipality of the Bidder's experience and familiarity with work of the character specified and their financial ability to prosecute the proposed work properly to completion within the specified time. The evidence requested may include but not limited to:

- a) The Bidder's performance record associated with work of a similar character and proportions which they have constructed, giving the name of the owner, date built, construction cost, and the key staff involved with the project.
- b) A tabulation of other work now under contract, giving the location, type, size, required date of completion and the percent of completion to date of each job.
- c) A list of key staff including a list of specific experience in the type of work to be undertaken.
- d) An itemized list of the Bidder's equipment available for use on the proposed contract.
- e) A listing of the major parts of the work which are proposed to be sublet, and the subcontractors who will be performing that work and provide information about the skill, ability and experience of the named subcontractors to perform those portions of the work.
- f) The Bidder's latest financial statement.
- g) Evidence that the Bidder is licensed to do business in the Province of Ontario, in the case of a corporation organized under the laws of any other Province or Country.

47.7 Preconstruction Requirements

The Successful Bidder is required to submit all required documentation for review and approval by the Municipality prior to the commencement of any construction related activities.

Table of Revisions

Date of Revision	Summary of Changes