



THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

TENDER NO. 2017-05

**SCADA INTEGRATION SERVICES FOR TOWNSHIP WATER POLLUTION CONTROL
PLANT**

Jeff Hoskin, Manager of Operations
Tel: 905-355-3846 ext. 121
jhoskin@cramahetownship.ca

Submitted by,

Name of Firm or Individual

Address (Include postal code)

Telephone (include area code)

Fax (include area code)

Name of Person Signing for Firm

Office of Person Signing for Firm

Make of Unit Tendered on

TENDER CLOSING DATE: Friday June 09 2017 2:00 p.m. Local Time

INFORMATION TO BIDDERS

Type of Contract

To perform a SCADA upgrade services for Cramahe Township water pollution control plant.

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 Town Hall Administration Office before 2:00 p.m. on Friday, June 9, 2017. Tender Opening will commence immediately after closing. Literature and specification sheets must be enclosed with the Tender.

- c) Lowest or any tender not necessarily accepted.
- d) The Township of Cramahe 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 Cramahe Council.**
- g) This tender contains:

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SECTION 1: INSTRUCTIONS TO BIDDERS

1. Invitation

1.1. Scope of Work

The Work to be done under the Contract shall consist of a SCADA upgrade for the Township Water Pollution Control Plant (WPCP) in accordance with the Detailed Specifications herein. This upgrade will only include acquiring the stated equipment, installation, configuring programming, and ensure data is being sent to the Historian.

This SCADA upgrade will not include a reporting system. The reporting platform will be decided on by the owner separately from this contract.

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 Cramahe
Operations Department
1 Toronto Street,
Colborne, Ontario K0K 1S0

Before the time for bid closing of 2:00:59 p.m. local time as designated by the receptionists PC clock on the 9th day of June, 2017.

- 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 at 2:00 p.m. local time on the 09th day of June, 2017, at The Township of Cramahe, Town Hall, located at 1 Toronto Street, Colborne, Ontario K0K 1S0. 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 Cramahe Township 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 Cramahe Purchasing By-law No. 2015-44 (copy available upon request). By submitting a Tender each Bidder agrees to be bound by the terms and conditions of that By-law 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. A link to the website is provided below:

<http://www.visitcramahe.ca/content/tender-invitation>

- 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: jhoskin@cramahetownship.ca
- 2.3.2. Addenda may be issued during the bidding period. All addenda become part of the Contract Documents. All addenda will be communicated via email provided by Bidders and it is the Bidders responsibility to ensure those addenda are included in their Bid 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.
- 3.1.6.** All bids shall be submitted to the main reception desk at 1 Toronto Street, Colborne, Ontario K0K 1S0 before 2:00:59 p.m. local time as designated by the receptionists PC clock on the 09th day of June, 2017.

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 any time following the Bid closing time, request that any Bidder clarify its Bid. Bidders shall provide a written response to any such request for clarification with in two (2) 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

To qualify, a Bidder must have been in the business of **Providing Similar Services and Equipment** 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 Cramahe 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 8:30 A.M. to 4:00 P.M Monday to Friday.
- 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 Manager of Operations.

6. 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

ITEMIZED BID

SCADA Integration Services for Township Water Pollution Control Plant

TOTAL tendered price F.O.B. Colborne, ON for
SCADA upgrade Township Water Pollution Control Plant

\$ _____

HST \$ _____

DATED AT _____ THIS _____ DAY OF _____ 2017

Witness

Signature of Authorized Person

Name of Firm

Position in Firm

Form of Contract

The Bidder declares that this Contract is made without any connection, comparison of figures or arrangement with or knowledge of any other Corporation, Firm or Person making a Contract for the same work.

The Bidder declares that no member of the Council and no officer or employee of The Corporation of the Township of Cramahe is, will be, or has become interested, directly or indirectly, as a Contract in Party, Partner, Stockholder, Surety or otherwise in, or in the performance of, the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

The Bidder agrees that this contract will remain open for acceptance and the prices herein tendered will remain firm and unchanged for a period of 90 days after the opening of contracts and The Corporation of the Township of Cramahe may at any time within this period accept this contract whether any other contracts has been previously accepted or not.

The Bidder has attached hereto all relevant information, literature, detailed specifications and other information relevant to the supplying and installing of the unit being offered in order to enable The Corporation of the Township of Cramahe to properly evaluate this tender.

DATED AT this ____ day of, _____, 2017.

Signature _____

Name of Signing Officer _____

Company Name _____

Address _____

Phone _____ Fax _____ Email _____

COMPANY SEAL AFFIXED

SPECIFICATIONS

1. DESCRIPTION OF WORK

The Township requires a SCADA upgrade for the Township’s wastewater treatment system.

- i) Adding new hardware/software as noted
- ii) Troubleshooting problems that may occur related to the upgrade;
- iii) Warranty for 1 year on the equipment installed.

The Work to be done under the Contract shall consist of a SCADA upgrade for the Township Water Pollution Control Plant (WPCP) in accordance with the Detailed Specifications herein. This upgrade will only include purchasing the stated equipment, installation, configuring, programming, and recording data to the Historian.

This SCADA upgrade will not include a reporting system. The reporting platform and installation will be by others separate from this contract.

PROJECT SCOPE

2.1 General Requirements

Provide the following, as a minimum:

- Most recent *iFix* software with a license in the corporation’s name configured for immediate use. (consultant to purchase) Township SCADA licenses are not to be purchased until directed to do so (i.e. once ready to commission). The successful proponent shall use their own system integrator licenses for development and testing and not the Township’s licenses.
- Regarding licensing, 2 iFIX server licenses in a redundant configuration and 2 view licenses.
- 2 SCADA Computers with the latest Windows OS.
 - Note: These machines are to be Server Grade.
- Historian Server with the latest MS Server OS and the latest Proficy Historian with license for at least 200 tags
- Historian server backup
- Other software licenses as required.
- Technical and instruction manuals

HARDWARE/SOFTWARE

	Description	MFG #	Quantity
SCADA Servers	Dell Precision T3620 (i7-7700 3.6GHz, 16GB ram, 256GB NVMe SSD, Windows 10)	N/A	2
Monitors for SCADA	Dell 24" 1920x1080	P2417H	2
Historian Server	Dell PowerEdge T330	N/A	1
	Intel® Xeon® E3-1220 v5 3.0GHz, 8M cache		
	16GB (1x16GB) 2400MT/s DDR4 ECC UDIMM		
	PERC H330 RAID Controller, RAID 10		
	4 x 1TB 7.2K RPM SATA 6Gbps 2.5in Hot-plug Hard Drive, 3.5in		
	Dual, Hot-plug, Redundant Power Supply (1+1), 495W		
VMWare ESXi 6.5 (free edition)			
Server License	Microsoft Windows Server 2012 R2 Standard	P73-06285	1
Office	Microsoft Office Standard 2016	021-10554	2
Backup device	QNAP 2bay backup device	TS-231+	1
Backup drives	for qnap (Western Digital Red 4TB RAID1)	WD40EFRX	2
Switch	Cisco Catalyst 2960-L 24-port	WS-C2960L-24TS-LL	1
Ethernet cross	Startech 7ft cross - yellow	C6CROSS7YL	1
Ethernet cables	Startech 7ft patch	N6PATCH7WH	4

2.2 Specific Issues:

The Proponent shall ensure the following:

- There shall be 14 day run in period with no issues related to the work being completed as part of this contract; Acceptance of the final product is depended upon the 14 day run in period.
- That the system is not out of service for more than **two (2)** hours during the turn over from the existing SCADA to the new system.
- That in the event of a SCADA system failure upon installation that off-site remedies are initiated within **one (1)** hour of notification and in the event that on-site remedies are provided within **six (6)** hours.
- The Consultants work shall be guaranteed for **one (1)** year from time of the new SCADA system being placed online.
- The hardware shall be guaranteed at no cost to the Township by the proponent for **one (1)** year from time of the new SCADA system is placed online.
- At the completion of the project, four (4) final copies of the operations manual shall be submitted. In addition, all text documents shall be forwarded to the Township on a multimedia disk and saved in both MS Word and Adobe (pdf) format. Any computerized mapping and drawings shall be submitted in Adobe format.
- Proprietary item: the inclusion of an extended warranty with 4 hour maintenance package from the supplier will be considered.

3. REPORTING AND DELIVERABLES

Meetings / Presentations

Meetings unless otherwise specified shall be at the Township of Cramahe Water Pollution Control Plant, 1108 Ontario Street, Colborne Ontario.

The following meetings will be required with key staff for the project:

- Project Initiation
- Interim Updates (2 meetings – Project Manager);
- Final Report to the Project Manager.

Scheduled Updates

- In addition to the above, on a bi-weekly basis the consultant's project manager shall give a verbal update by conference call to the Project Manager or his designate. An email identifying topics to be discussed shall be sent by the consultant 2 days prior to the call.
- Topics shall include but not be limited to; schedule, progress of contract, challenges, and budget including any claims for funds being requested beyond the

- scope of the contract which must be requested and approved in advance.
- The date and time of the bi-weekly verbal update shall be mutually agreed upon by both parties to accommodate schedules.

PROPOSAL EVALUATION PROCESS AND CRITERIA

An evaluating team, comprised of Township Staff comprised of the CAO, Manager of Operations, Acting Overall Responsible Operator (ORO) and WPCP Operator in Charge (OIC) will evaluate all proposals received using a consensus approach. The following evaluation criteria outline the areas of importance that will be considered in project award. Proposal submissions should satisfy all criteria points wherever possible. Proposals will be evaluated based on the following weighted evaluation factors.

Rated Criteria	Maximum Points (Weight)
First Phase of Scoring	
Firm's SCADA Qualifications & Experience on Similar Assignments	20
Response Times	10
SCADA Understanding and Approach	20
Methodology and Quality Assurance Plan	15
Firm's unique capabilities and advantage to the Township of retaining of retaining the proponents services	10
Second Phase of Scoring	
Fees and Expenses	25
Total Weighted Points	100

Final Report / Document Requirements

All draft documents, reports, schedules and information to be discussed at meetings shall be forwarded to the technical steering committee a minimum of (7) days prior to the meeting date.

At the completion of the project, four (4) final copies of the operations manual shall be submitted. In addition, all text documents shall be forwarded to the Township on a

multimedia disk and saved in both MS Word and Adobe (pdf) format. Any computerized mapping and drawings shall be submitted in Adobe format.

4. SCHEDULING

The Request for Proposal process shall follow the dates identified unless formally adjusted by addendum:

- RFP Issued May 18, 2017
- Site Meeting June 02, 2017 10:00a.m.
- Deadline for Inquiries June 05, 2017 12:00p.m.
- Release of Final Addendums June 07, 2017 12:00p.m.
- Deadlines for Submissions June 09, 2017 2:00p.m.

5. SERVICES TO BE PROVIDED BY THE TOWNSHIP OF CRAMAHE

- General direction to the Proponent in the provision of services as necessary during the term of this agreement.
- Provide existing manuals, PCN, HMI screens, and sample reports / spreadsheets
- Meet on an on-going basis with the consultant to review progress and provide direction and technical input;
- Identify and provide contacts for key stakeholders;
- Review information prepared by the consultant and comment in a timely manner; Authorize payment of invoices to the consultant.

MINIMUM REQUIREMENTS

Experience

Proponent’s key Staff proposed to provide services shall have a minimum of five (5) years’ experience performing SCADA management services similar in scope and complexity at wastewater facilities and must demonstrate experience working with the following SCADA programs:

- Proficiency HMI SCADA - IFIX
- Proficiency Historian
- Rockwell Software (including Rockwell Longwatch)

Proponents must also demonstrate work experience that includes programming remote telemetry units and programmable logic controllers (PLC). Key staff must have experience working with and performing repairs on the following PLC components or equivalents:

- Allen Bradley SLC 503 and SLC 505
- Allen Bradley LOGIX 5562

Proponents must have experience working with software packages

System Response Time

Proponent's key staff must be able to respond to requests, by remotely accessing the Township's SCADA system, within thirty (30) minutes of being contacted by Township Staff at all times.

Proponent's key Staff must be able to respond timely and be on-site at the requested location within three (3) hours of being contacted by Township Staff in order to address emergency situations.

2. PROPOSAL DOCUMENTS, DRAWINGS, ADDENDA & APPENDIX

The Proponent shall verify that these Proposal documents are complete and assume responsibility to view/download/print the drawings, scope of work, addenda and any related information not sent with this document. Shortages shall be reported to the Project Manager. It is the Proponent's responsibility to ensure that any drawings / sketches / etc. are printed to scale.

The Township will issue any changes/additions/deletions to scope of work and/or terms and conditions. Any and all addenda issued by the Township shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by Proponents. The Township will assume no responsibility for oral instruction or suggestion.

The Township intends to release an addendum to all Proponents, following the question deadline, if deemed necessary. Any and all addenda issued prior to the closing date will be posted on the Township's website for downloading by Proponents. It is the Proponent's sole responsibility to download and include all addenda issued with the Proposal submission.

Each Proponent shall be satisfied, by its own study of all the Proposal Documents, by calculation and by personal inspection of the site respecting the conditions existing or likely to exist in connection with the execution of the Work, as to the practicality of completing the Work successfully within the stipulated time. There will be no consideration of any claim after submission of Proposals that there is a misunderstanding with respect to the conditions imposed in the Contract.

3. COMMUNICATIONS

Jeff Hoskin, Operations Manager, will be the Project Manager for the Township of Cramahe during this Tender. All communication until an agreement or contract is made for the noted work shall be through Mr. Hoskin only.

Jeff Hoskin
Manager of Operations
905 355-2846 ext 121
jhoskin@cramahetownship.ca

Subsequent questions and requirements are to be directed to the individual listed below no later than June 05, 2017 12:00p.m.

Jeff Hoskin
Manager of Operations
905 355-2846 ext 121
jhoskin@cramahetownship.ca

There will be a mandatory site meeting on June 02, 2017 10:00a.m. at the Cramahe Water Pollution Control Plant.

All communications must reference “Tender 2017-05 SCADA Upgrade” .

Where a Proponent finds discrepancies or omissions in the proposal requirements, or other Proposal Documents or instructions, or otherwise requires any clarification, the Proponent should contact the Township in writing by e-mail to as noted above.

Note that no oral explanation or interpretation shall modify any of the requirements or provisions of the Proposal Documents.

Where the Township deems that an explanation or interpretation is necessary or desirable, an addendum may be issued, in writing, on the Township's website for downloading by all proponents. It is the proponent's sole responsibility to check for addenda issued and download same. Acknowledgement of Addenda on the Form of Proposal is a mandatory requirement. Failure to acknowledge addenda will result in your Proposal being deemed non-compliant and not eligible for award.

SECTION 4: GENERAL CONDITIONS

- F1 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.
- F2 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.
- F3 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.
- F5 Compliance with Applicable Laws:**
The Contractor shall comply with all laws applicable to the performance of the Work.
- F7 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.
- F8 Time of the Essence:**
Time is of the essence of the Contract.
- F9 Inspection of the Work:**

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

F10 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.

F11 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.

F12 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.

F13 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.

F14 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.

F15 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.

F16 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.

F17 Municipal Freedom of Information and Protection of Privacy Act:

The Corporation of the Township of Cramahe 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.

F18 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.

F19 Applicable Laws:

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

F20 Accessibility for Ontarians with Disabilities Act, 2002 (AODA):

The Corporation of the Township of Cramahe 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

The Corporation of the Township of Cramahe

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training records. Contractors are required to ensure that this information will be made available, if requested by the Township.