



REQUEST FOR QUOTATION NO. Q16003
ANIMAL SERVICES~AFTER HOURS ANSWERING SERVICES

CLOSING DATE: Wednesday, February 03, 2016

BID SUBMISSION TO:

If Delivery by Hand/Mail/Courier: TOWN OF AJAX –FINANCE DEPARTMENT
Attn: Paul E. Hewitt, CPPO, Manager of Purchasing
65 Harwood Avenue South Ajax, ON L1S 2H9

If Delivery by Email: purchasing@ajax.ca

If Delivery by Fax: 905-683-0157

INQUIRIES:

Linda Morel
Buyer
tel: 905-619-2529 ext. 3358
fax: 905-683-0157
purchasing@ajax.ca

INQUIRY DEADLINE: Inquires are to be e-mailed to the above no later than 11:30 AM:
Thursday, January 28, 2016

SCHEDULE OF PRICES

For the Supply and Delivery of all labour, equipment, products, fuel and materials necessary to complete the Works described, all in accordance with the Terms and Conditions, Instructions to Bidders and the Specifications as detailed in this RFQ.

EST. ANNUAL QTY.	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
3,600 Min.	After Hours telephone services to be provided outside of the Town's regular business hours. After hours to include all weekends and holidays <ul style="list-style-type: none"> Monday to Friday 1630h to 0830h the following day Friday 1630 h through Monday 0830h 	\$ /min	\$
Extra charge per minute for monthly usage exceeding 300 minutes		\$ /min	
List any one time set-up costs and monthly fees outside of the usage associated with this service. To include any additional costs, i.e. contract and switching fees:			\$

YEAR ONE TOTAL	\$
Maximum Percentage Increase over Year One _____%	
Add to Year One , then enter YEAR TWO TOTAL here ☞	\$
Maximum Percentage Increase over Year Two _____%	
Add to Year Two , then enter YEAR THREE TOTAL here ☞	\$
Maximum Percentage Increase over Year Three _____%	
Add to Year Three , then enter YEAR FOUR TOTAL here ☞	\$
Maximum Percentage Increase over Year Four _____%	
Add to Year Three , then enter YEAR FIVE TOTAL here ☞	\$
FIVE YEAR SUB TOTAL	\$
HST (13%)	\$
FIVE YEAR TOTAL BID AMOUNT	\$

Delivery Date: As required	FOB Point: Destination
Terms: Net 30 Days	Ship Via: Own Forces
CONFIRMATION	INITIAL REQUIRED
I/We have the capability to handle an increase of call volumes by a maximum of four times the present level upon request.	
I/We have the capability to provide service for a 24 hour period upon request as and when required.	
I/We have the capability to record and retain for a minimum 30 days, <u>all</u> telephone conversations, including customer and successful Bidder conversations which can be produced to the Town request.	

BIDDER MUST COMPLETE ALL APPLICABLE SPACES & PRICES MUST BE IN CANADIAN FUNDS

AGREEMENT TO CONTRACT

I/We, having examined this RFQ, including the Instructions to Bidders, General Terms and Conditions, Specifications and have examined the locality of the site(s), and including Addendum No. _____ to _____, hereby offer and agree to enter into a Contract to supply and deliver the Goods/Services as required by this RFQ and at the costs detailed in the attached Schedule of Prices.

It is understood, by signing and submitting this Quotation, the undersigned is/are, fully aware of the requirements outlined herein. Furthermore, it is certified that the undersigned is/are, authorized and empowered to sign and submit this Quotation.

The Bidder agrees that the awarding of a Contract based on this Quotation shall constitute an acceptance of this Quotation and shall represent the agreement between the Town and the Bidder.

This Quotation is irrevocable and is to continue open to acceptance by the Town for a period of 90 calendar days after the closing date indicated in this RFQ.

I/WE DECLARE that no person, firm, or corporation other than the one whose proper officers are indicated below, have any interest in this Quotation or in the Contract.

I/WE FURTHER DECLARE that this Quotation is made without any connection, knowledge, comparison of figures or arrangement with any other Company, or person making a similar Quotation and is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no Town employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise, 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 of any such supplies to be used therein or any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that the statements contained in the Quotation are in all respect true.

NAME OF COMPANY

STREET ADDRESS

CITY/TOWN

POSTAL CODE

TELEPHONE NUMBER

FAX NUMBER

NAME OF CONTACT PERSON

TITLE

E-MAIL ADDRESS

NAME OF PERSON SIGNING FOR THE COMPANY

TITLE

SIGNATURE (I have the authority to Bind the Company)

Dated at _____ this _____ day of _____, 2016

THE LOWEST OR ANY QUOTATION NOT NECESSARILY ACCEPTED

Bidders are required to provide at least three references, other than the Town of Ajax, listing Contracts similar to the project described herein and undertaken within the past three years.

Company Name:			
Contact Person:		Phone No.:	
Contact E-Mail:		Fax No.:	
Contract Description:			
Contract Value:		Date of Work:	

Company Name:			
Contact Person:		Phone No.:	
Contact E-Mail:		Fax No.:	
Contract Description:			
Contract Value:		Date of Work:	

Company Name:			
Contact Person:		Phone No.:	
Contact E-Mail:		Fax No.:	
Contract Description:			
Contract Value:		Date of Work:	

Company Name:			
Contact Person:		Phone No.:	
Contact E-Mail:		Fax No.:	
Contract Description:			
Contract Value:		Date of Work:	

If submitting a hardcopy, please firmly affix this address label to the envelope containing your submission.



Name of Company: _____

RFQ NO.: **Q16003**
PROJECT NAME: **ANIMAL SERVICES~AFTER HOURS ANSWERING SERVICES**
CLOSING DATE: **Wednesday, February 03, 2016**

TO: **TOWN OF AJAX – FINANCE DEPARTMENT**
Attn: Paul E. Hewitt, CPPO Manager of Purchasing
65 Harwood Avenue South
Ajax, ON L1S 2H9



NOTE: Should you decide to use your own return envelope in lieu of the label provided above, the front of your envelope must indicate ALL of the information shown on the above label.

The Town of Ajax cannot be held responsible for documents submitted in envelopes that are not appropriately labeled in accordance with the above instructions.

1. DEFINITIONS

- 1.1. Town: The Corporation of the Town of Ajax
- 1.2. Department: Any department, section or division of the Town.
- 1.3. Bidder: An individual, firm or corporation submitting a Bid to the Town.
- 1.4. Company: The person, contractor, consultant, firm or corporation to whom the Town has awarded the Contract, its successors and assigns.
- 1.5. Bid Document: A Request for Tender, Quotation or other document that states the Town's desire to buy and Bidder's offer to sell to the Town, the Goods defined in the Specifications.
- 1.6. Specifications: Detailed and exact non-restrictive written descriptions, instructions and drawings defining the Goods requested in the Bid Document.
- 1.7. Bid: The Bidder's offer to sell the Goods to the Town.
- 1.8. Closing Date: The date specified in the Bid Document for the submission of Bids to the Town.
- 1.9. Goods: Set out in the Bid Document, including Services, where applicable, and defined in the Specifications.
- 1.10. Work: All labour, materials, products, resources, articles, services, supplies and acts required to be done, furnished or performed by the Company, which are the subject of the Contract.

2. SUBMISSION OF BIDS

- 2.1. All Bids must be submitted on the Bid Documents provided by the Town, unless otherwise prescribed.
- 2.2. One copy of the Bid Document must be completed, have a signature, of an authorized signing officer of the Bidder and submitted to the Town by the Closing Date.
- 2.3. Bids arriving after the Closing Date may not be considered.
- 2.4. The Town shall be the sole judge whether the information submitted is complete and correct. Bids that are; conditional, obscure, contain erasures or alterations may be rejected.
- 2.5. Bids may be submitted for all or any part of the total quantities of the Goods unless the Bid Document specifically states otherwise.
- 2.6. The manufacturer, make or brand name of the Goods must be stated by the Bidder to indicate quality and performance. Bids for equivalent Goods may be accepted provided they are at least equal in quality and performance. The Town shall be the sole judge of what is considered equal in quality and performance. Note: The designation "NO SUBSTITUTE" for Goods indicates no alternatives will be considered by the Town.
- 2.7. Oral communications about the Bid Document will not be binding on the Town.
- 2.8. The Bidder declares it is the owner of the Goods and has the legal power to sell the Goods and is able to give the Town clear title to the Goods.

3. PRICES

- 3.1. Unit prices shall be in Canadian funds, F.O.B. Destination and will include all equipment, labour, material, fuel, etc., to supply and deliver the Goods.
- 3.2. Unit prices prevail in cases of discrepancies between unit prices and extensions.
- 3.3. Federal and Provincial sales taxes (Harmonized Sales Tax), where applicable, shall not be included in the unit prices bid, but shall be shown separately.

4. IMPORTED GOODS

If the Goods are manufactured outside of Canada, the Company shall represent the importer of record for customs purposes.

5. AWARD

- 5.1. The Town may award the purchase of a single item of Goods, a group of items or all the items to one Bidder or several Bidders. The decision of the Town is final and not subject to review.
- 5.2. A Bidder may be required to supply evidence of experience, ability, service facilities, and financial standing necessary to meet the requirements of the Bid.
- 5.3. The Town may award the purchase to a Bidder other than the lowest, without liability to itself.

- 5.4. The Town may cancel the Bid Document prior to the award of purchase, without liability to itself.

6. CONTRACT

- 6.1. The acceptance in writing by the Town of the successful Bidders Bid, by purchase order or formal Contract, shall constitute a binding Contract between the successful Bidder and the Town.
- 6.2. The Contract shall not be assigned, subcontracted or amended in whole or in part, without written consent of the Town.
- 6.3. The successful Bidder shall perform the Contract in accordance with the terms of the Bid Document and the Specifications. Non-performance may result in cancellation of the Contract without charges to the Town and/or the removal of the Bidder's eligibility to submit future Bids.
- 6.4. The Town may purchase Goods on the open market to maintain supply if the Company fails to deliver Goods as specified or replace rejected Goods. The Company may be required to reimburse the Town for any excess costs. These purchases will be deducted from the Contract quantities.
- 6.5. The Town may choose to use commodities which it considers substandard, and discount the price.
- 6.6. The Contract is governed by Ontario law.

7. GOODS DELIVERY

- 7.1. Goods delivered by the Company to the Town must be new and of the latest model possessing, all the accessories standard to the manufacturer's stock model.
- 7.2. The Goods must also meet the Specifications and be free of defects and fit for the purpose intended by the Town. The Goods must be covered by written guarantees and warranties acceptable to the Town.
- 7.3. Goods shall be securely and properly packed for shipment.
- 7.4. W.H.M.I.S. regulations applicable to the Goods must be followed by the Company. Proper labels must be affixed to the Goods and material safety data sheets must be provided, prior to the acceptance of the shipment by the Town.
- 7.5. The Company shall indemnify and save harmless the Town from all claims, arising from the sale and delivery of the Goods to the Town or from any copyright, trade-mark, trade secret or patent used or infringed by the Company in the manufacture or supply of the Goods.

8. INSPECTION AND TESTING

- 8.1. The Town shall prescribe the criteria to be used to confirm that the Goods meet the Specifications. The Company must, upon request, provide proof satisfactory to the Town, that the Goods meet the Specifications. The Town has the right to inspect the Goods prior to delivery.
- 8.2. If samples are requested, they shall be delivered within three working days of the request, free of charge.
- 8.3. Any item of the Goods which fails to meet the Specifications may be rejected by the Town. The decision of the Town is final and not subject to review.

9. WARRANTY

- 9.1. Unless otherwise stated in the Bid Document, all Goods must carry a minimum one-year warranty from the time of receipt at the Town or time of installation or time of acceptance, whichever is the later.

10. CONFLICT OF INTEREST

- 10.1. The Bidder asserts that no officer or employee of the Town has or will have an interest in the Company as a contracting party of the Contract.
- 10.2. The Bidder certifies that: the prices in the Bid have been arrived at independently of those of any other Bidder; the prices in the Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder, prior to the award of the purchase, directly or indirectly, to any other Bidder or competitor; and no attempt has been made, or will be made, to induce any other person to submit or not to submit, a Bid, for the purpose of restricting competition.

11. INDEMNIFICATION

- 11.1. The Company shall indemnify and hold harmless the Town and its elected officials, officers, employees and agents from and against all claims, demands, actions, suits or proceedings which may be brought against or made by third parties, directly or indirectly arising or alleged to arise out of the performance of, or failure to perform the Contract as caused by the Company, its employees or subcontractors, save and except for damages caused by the negligence of the Town or its employees.
- 11.2. The Company shall indemnify and hold harmless, the Town from any additional expense which the Town may incur to have the Work performed or in respect of any fine, incurred or claim made, as a result of the Company's failure to comply with the requirements of the Occupational Health and Safety Act.

12. LAWS & REGULATIONS

- 12.1. The Company and its' employees shall comply with all relevant Federal, Provincial and Municipal Statutes, Regulations, Acts and By-laws, and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), pertaining to the Work.
- 12.2. Pursuant to Ontario Regulation 429/07, Accessibility Standards for Customer Service, as provided for under the Accessibility for Ontarians with Disabilities Act (AODA), every person who deals with members of the public on behalf of the Town and/or who participates in the development of policies, practices or procedures, must receive training with respect to the provision of service to persons with disabilities. Information regarding Accessibility requirements in the Town of Ajax can be found on the Town's website at: <http://www.ajax.ca/en/livinginajax/accessibleajax.asp>

13. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 13.1. The Municipal Freedom of Information and Protection of Privacy Act (the Act) applies to all Tenders, Quotations and Proposals submitted to the Town. Tenders, Quotations and Proposals will be received in confidence subject to the disclosure requirements of the Act. Bidders/Proponents should identify any portions of their submission which contains a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. Questions about the Act should be directed to the Town's Records Manager & FOI, Legislative and Information Services Department.
- 13.2. Be aware, the Bidder's/Proponents names are always made public, and where applicable, the total Bid amount.

14. TERMS OF PAYMENT

- 14.1. Payment will be made 30 days after delivery, pursuant to the Company submitting an invoice, Contract requirements being completed and Work being deemed satisfactory by the Town.
- 14.2. Payments made, including final payment shall not relieve the Company from its obligations or liabilities under the Contract.
- 14.3. Where multiple delivery locations for the Town are required, a separate invoice must be created for each location indicating; address detailed line items, unit prices, etc.
- 14.4. All invoices to be addressed to:
Town of Ajax Attn: Accounts Payable
65 Harwood Avenue South Ajax, ON L1S 2H9
- 14.5. Invoices can be sent electronically to ap@ajax.ca
- 14.6. Currently, all payments of approved invoices are made to Companies via "Electronic Funds Transfer" (EFT), instead of by cheque. At the time of Award the successful Bidder(s) for this Contract Award, must complete an Accounts Payable Direct Deposit Form as supplied by the Town and provide banking information for EFT deposits. Bank accounts must be held at a financial institution in Canada and all payments will be made in Canadian funds.

1. GENERAL

The Town of Ajax is soliciting Bids from qualified Companies for the Goods/Services specified herein. Submission of a Bid in response to this Request for Quotation (RFQ) shall confirm the Bidders agreement and ability to comply with all of the Terms and Conditions, Instructions to Bidders, Specifications and Drawings, where applicable, outlined herein.

2. SITE MEETING

Where a mandatory site meeting has been arranged, Bid submissions will be considered from only those Bidders who have attended and signed in at the site meeting.

Where a non-mandatory site meeting has been arranged, Bid submissions shall be considered from all plan takers, even if they have not attended the site meeting. However, Bidders, by not attending such meeting, do so at their own peril. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferred during the site meeting.

Where no site meeting has been arranged, Bidders may contact the Contract Administrator to arrange a meeting to view the site for the Works outlined herein.

3. PREPARATION & DELIVERY OF BIDS

Complete all applicable blank spaces on the Quotation Form and Reference Information Sheet and submit these pages to the **Town of Ajax - Finance Department, 65 Harwood Ave. S., Ajax, ON L1S 2H9 by hand delivery/mail/courier or email to purchasing@ajax.ca or by fax to 905-683-0157** on or before the Closing Date. All erasures, strikeouts or corrections must be initialed by the Bidder. This document shall be; signed by an officer with authority to bind the Company, be submitted as specified herein and be received on or before the Closing Date specified above, to be considered.

4. QUOTATION PROCESS & BID REVIEW

The Quotation process shall be carried out in accordance with the Town's Purchasing By-law, found on the Town's website at www.ajax.ca, and Corporate Operating Procedures and Policies.

The Town of Ajax, in its sole discretion, reserves the right to reject any or all Bids as governed by and within the guidelines identified in the Purchasing By-Law.

The Town reserves the right to waive irregularities and/or omissions in order to serve the best interests of the Town and in doing so may result in acceptance of a Bid other than the lowest. No liability shall accrue to the Town for its decision in this regard.

5. CLARIFICATION/ADDENDA

It will be the Bidder's responsibility to clarify any details in question before submitting a Bid. All official correspondence should be directed to the Purchasing section of the Finance Department. The deadline for submitting inquiries is as noted on the cover page. Clarification responses may not be possible for any requests for clarification received after this date. The Town will assume no responsibility for oral instructions or suggestions.

Any and all such supplemental instructions if issued, will be in the form of written Addenda, and will be forwarded to all Bidders that have been issued the Bid Documents. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under their Bid as submitted.

Addenda issued to Bidders, shall become part of the Bid Documents, and all Bids shall include the Work described in the Addenda.

6. ERRORS AND OMISSIONS

It shall be understood and acknowledged that while this RFQ includes specific requirements, minor items or details not specified, but obviously required, shall be provided as if specified. Any omissions or errors or misinterpretation of these requirements or within this RFQ shall not relieve the Bidder of the responsibility of providing the Goods/Services.

7. PRICES

Prices quoted are to be in Canadian funds and are to remain firm and irrevocable and open for acceptance by the Town for a period of 90 calendar days after the Closing Date indicated herein.

Unit prices or lump sum prices quoted must be considered to be fair market prices and balanced.

Prices quoted must include all incidental costs, including, but not limited to; labour, equipment, travel time, customs duty, excise tax, freight, insurances, fuels, energy costs, etc., and the Bidder shall be deemed to be satisfied as to the full requirements of the Bid Document. No claim for extra work will be entertained and any additional work must be authorized by the Town in writing prior to commencement.

Prices submitted shall be firm for the duration of the Contract or where the Town is seeking a multi-year commitment, the unit prices shall be firm as a minimum, for year one of the Contract.

8. MULTI YEAR CONTRACT PRICING

On the Schedule of Prices, Bidders must state a maximum percentage increase, if any, for subsequent years within the term after the first year specified for this Contract.

A Bidders maximum percentage bid for any subsequent year within the term after the first year is not an automatic increase.

Ninety (90) days prior to each anniversary date of the Contract, the Company must provide a written submission of any proposed price increases for the next Contract year (not to exceed the maximum percentage increase identified on the Schedule of Prices in the Bid submission). A basis for the proposed price increase must be provided.

The Town will assume that all prices will remain unchanged if not advised by the Company within the time frame indicated above. At each anniversary date of the Contract the Company shall provide Certificates of Insurance and WSIB Certificates of Clearance, where required.

Proposed unit prices for any subsequent years within the term after the first year must be considered to be fair market price, balanced and must not exceed the maximum percentage bid. When requested by the Town, the Company will be required to justify any proposed increases for any subsequent years within the term after the first year in relation to their industry benchmarks for pricing.

If the Town does not agree to said unit price changes, the Town reserves the right to not renew the Contract for any subsequent year. The Town shall not be held liable to the Company for their decision in this regard.

Should a Bidder require more information or clarification on any point, it must be obtained prior to submission of their Bid.

9. QUANTITIES

The quantities indicated in this RFQ are estimated requirements, and are furnished without liability to the Town and shall be used as a basis for comparison only. Should actual quantities, during the duration of the Contract increase or decrease, the unit prices submitted shall remain the same. Payment will be based on actual Good/Services received and accepted by the Town.

10. PROVISIONAL ITEMS

Items listed as provisional may or may not be included in the Contract Award. The Town reserves the right to diminish all or any portion of the items, listed as provisional at any time before, during or after the Contract Award and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

11. DELIVERY

The Goods/Services specified in the RFQ shall be delivered or completed by the Company within the time period set out in the RFQ Documents, or as agreed to by the Town.

Unless otherwise indicated, unit prices shall include delivery and unloading, without assistance from Town staff at the Town of Ajax locations specified.

Where required, Bidders are asked to include with the pricing information on the Quotation Form, under Schedule of Prices, a delivery date, from receipt of Award. Bidders must not quote a delivery date, which they are unable to meet.

12. ARITHMETIC CORRECTIONS

Bidders must pay specific attention to their arithmetic calculations to ensure that unit prices, lump sums or stipulated prices are correctly extended.

In cases of discrepancies between unit prices and extensions, unit prices shall prevail.

The Town reserves the right to make all necessary corrections to arithmetical errors that may be discovered during analysis of the Bids, such as; incorrect extensions, incorrect additions, misplaced decimals and to adjust the tax calculation and total Bid amounts accordingly. All Bidders shall be bound by such corrections.

13. BID EVALUATION

Evaluation of Bids received will take into consideration, but not be limited to: overall Contract price commitment, including proposed maximum increases for subsequent years, if any; lowest unit price savings; Bidders ability to provide all items listed; Bidders ability to provide the Goods/Services as and when specified; and Bidders proof of experience and ability to perform the Work, etc.

Where Bidder's are allowed to offer variations to the specifications indicated or are asked to identify performance levels/outputs, evaluation of and determination as to whether those variations or performance levels/outputs meet the intended use, will be at the Town's sole discretion. No claim shall be made for damages on grounds of loss of anticipated profit or for any other reason. The Town's decision in this regard shall be final.

14. EXPERIENCE & ABILITY

Bidders are required to demonstrate their capacity to complete the Work covered by this RFQ, by providing references, outlining experience on previous projects of similar magnitude to the project described herein and undertaken with the past three years, unless otherwise specified. A minimum of three references must be provided on the attached **Reference Information** sheet. References provided must not include the Town of Ajax.

When the number of years, project specific experience, certifications, or other such prerequisites have been deemed necessary and outlined in the Bid Document, and the Bidder fails to provide such evidence of experience and/or ability, the Bid will be rejected. The decision of the Town to reject a Bid shall be final.

15. NON-EXCLUSIVE

The Town reserves the right at its sole discretion and without compensation to the Company, to purchase the same or similar Goods/Services from other sources during the term of the Contract. No claim shall be made for damages on grounds of loss of anticipated profit, or for any other reason.

16. CONTRACT AWARD

The Town reserves the right to Award the Contract in part or in whole, by item, or groups of items to one Bidder or several Bidders. The Town is not bound to accept the lowest or any Bid. Award, of this Contract is subject to approval and funds available within the Capital and/or Operating budgets.

The date of the Contract Award shall be the date on which the Town forwards notification of acceptance of the Bid to the Company. Failure to execute the Contract shall be just cause for the cancellation of the Contract Award.

No Contract shall be Awarded to any person or corporation or any affiliate, subsidiary or related person thereto, who, or which, has a claim or has instituted a legal proceeding against the Town or against whom the Town has a claim or has instituted a legal proceeding with respect to any previous Contract.

17. CONTRACT

The Bid Document as issued, including all addenda and the Bid submitted become part of the Contract and will be executed in the form of a written agreement or purchase order. None of the conditions contained in the Bidders own, standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Town in writing.

The Company shall be bound to enter into the Contract and to provide to the Town all documents, certificates, etc., as detailed in the Bid Document. Failure of the Company to enter into the Contract shall be just cause for the cancellation of the Contract Award and the Company may be subject to having their Bids rejected for future Bid opportunities.

18. TERM OF THE CONTRACT

The Contract will be in effect commencing from Award, until the completion of the Works, described herein, or for one year, and if applicable, with provisions for the Town to extend the Contract for additional years, subject to an annual performance review and acceptable pricing at the anniversary date of the Contract. The decision of the Town to extend the Contract shall be final and not subject to review.

19. CONTRACT ASSIGNMENT

The Company shall not be permitted to assign or transfer any portion of the Contract without prior written agreement from the Town.

20. HEALTH & SAFETY

The Company shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-Laws, which could in any way pertain to the Work outlined in the Contract or to the employees of the Company.

Without limiting the generality of the foregoing, the Company shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a Contractor, a Constructor and/or Employer, with respect to, or arising out of, the performance of the Company's obligations under this Contract. The Company shall be aware of and conform to all governing regulations including those established by the Town relating to employee health and safety.

21. WORKPLACE HAZARDOUS MATERIALS INFORMATION (WHMIS)

The Company must comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets acceptable to Human Resources Canada and Health and Welfare Canada.

The Company is required to keep copies of Material Safety Data Sheets for all hazardous materials on site and make available to anyone "working with" and/or "in proximity to" the hazardous material.

22. CHANGES IN THE WORK

The Town may, without invalidating the Contract, direct the Company to make changes to the Work. When a change causes an increase or decrease in the Work, the Contract price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices, by an amount to be agreed upon between the Town and the Company. All such changes shall be in writing and approved by the Town.

23. SUSPENSION OF WORK

The Town may, without invalidating the Contract, suspend performance by the Company from time to time of any part or all of the Work for such reasonable, period of time, as the Town may determine.

24. DAMAGE TO PROPERTY

It is understood that all property damage resulting from the execution of this Contract, as caused by the Company, its employees or sub-contractors will be repaired at the sole expense of the Company, including all costs associated with the protection of and restoration of the property to its' original state. All incidents of property damage will be brought to the attention of the Project Manager immediately for investigation and resolution as necessary.

25. CORRECTIONS TO DEFECTS

Where applicable, if at any time prior to one year after the actual delivery date or completion date (or other such warranty period specified in the Document), any part of the Goods/Services becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the Contract, the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Town. The Company shall pay all transportation costs, both ways between the factory or repair depot and the point of use.

26. DEFAULT BY COMPANY

If the Company: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Town may, without notice, terminate the Contract.

If the Company: fails to comply with any request, instruction or order of the Town; or fails to pay its accounts; or fails to comply with or persistently disregards Statutes, Regulations, By-laws or directives of relevant authorities relating to the Work; or fails to prosecute the Work with skill and diligence; or assigns or sublets the Contract, or any portion thereof without the Town's prior written consent; or refuses to correct defective Work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Town may, upon expiration of ten days from the date of written notice to the Company, terminate the Contract.

Any termination of the Contract by the Town, as aforesaid, shall be without prejudice to any other rights or remedies the Town may have and without incurring any liability whatsoever in respect thereto.

If the Town terminates the Contract, it is entitled to:

- i. withhold any further payments to the Company until the completion of the Work and the expiry of all obligations under the Correction of Defects Section;
- ii. recover from the Company loss, damage and expenses incurred by the Town by reason of the Company's default which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Town;
- iii. take possession of all Work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the Work by whatever means the Town may deem appropriate under the circumstances;
- iv. reject any Bid from the Company for future Contracts.

27. NON-PERFORMANCE

The Town reserves the right to determine, in its sole and unfettered discretion, non-performance of the Contract, including the level of quality of the Goods/Services provided and further reserves the right to cancel any or all of the Contract. In the event the Company has failed or neglected to comply with any condition set out in the Contract, the Contract may be unconditionally cancelled by the Town without notice. The Town's evaluation and determination in this regard shall be final.

28. PERFORMANCE EVALUATION

Vendor Performance Evaluation

An evaluation of the Vendors' performance will be completed as part of this Contract. This evaluation is intended to provide an ongoing comprehensive record of Vendor Performance and may have an effect on recommendations for future Contract Awards.

Vendor Evaluation Criteria

Vendors will be evaluated based on, but not limited to the follow:

- Quality Expectations – Upon delivery, the quality of the materials delivered must meet the requirements as set out in the specifications.
- Delivery – Goods/Services are delivered within the expected delivery times
- Accuracy – Goods/Services are delivered in the quantities as specified , with back orders held to a minimum
- Packaging – Goods are appropriately packaged
- Efficiency – Vendor representatives respond efficiently and effectively to orders/returns/defects/deficiencies.

SCOPE OF WORK

The Town of Ajax is soliciting bids from qualified companies for Animal Services~After Hours Answering Services.

The successful Bidder shall provide after-hours telephone services for the Town of Ajax Animal Services, in a competent/professional manner while adhering to the Town's strict on-call protocol.

BACKGROUND

Ajax Animal Services enforces all of the Town's animal related By-laws such as the Dog and Cat By-law, Exotic Pet By-law, Pet Shop By-law and Kennel By-law.

Ajax Animal Services staff investigate complaints involving community safety issues with regard to aggressive or dangerous, wild or domestic animals, including the investigation of animal bites or attack incidents. This includes Officers utilizing the Dog Owners Liability Act to regulate illegal and restricted animals, and laying charges against non-compliant animal owners, serving summons and attending court as the charging Officer. Also, it is sometimes necessary to fulfill quarantine periods and follow through with court orders for the destruction of some animals.

Animal Services staff also conduct pro-active patrols, pick up lost, stray or injured, domestic or wild animals and are involved in educating the public on responsible pet ownership including the licensing of dogs and cats. Animal Services staff provide 24 hour "Emergency Services" for injured animals in need of medical assistance, removal of an animal carcass on the roadway that poses an imminent hazard to motorists, an aggressive dog or dog that is at large that has bitten or attacked a person or another animal, or a request from Durham Regional Police for an Animal Services Officer to attend for assistance.

TELEPHONE SERVICE

The successful bidder shall provide after-hours phone services, in a competent, professional, customer friendly manner for the Town of Ajax following the strict on-call protocol provided by the Town, outside of regular business hours (Mon to Fri 1630h to 0830h the following day and from Friday at 1630h to Monday at 0830h) including all weekends and holidays plus any occasional days that the Town deems necessary, as and when required for the term of the Contract. The Town's Animal Services phone line will be forwarded to the afterhours call center and all incoming calls during the above times will be re-routed to the after hours answering service provider.

The Town estimates that the monthly usage required will be on average 300 minutes or more per month, which includes the initial resident call to the successful bidder, the Ajax Officer's dispatch by the successful bidder and the call back from the Town staff or the call back to the resident by the successful bidder.

EMERGENCY/NON-EMERGENCY CALLS

This Contract requires the successful bidder to provide a message service which will receive calls from the public and differentiate between emergency and non-emergency calls in accordance with the Protocol supplied by the Town. The successful bidder will have the equipment and the capabilities to

serve customers such as persons with disabilities and those who are hard of hearing or who have speech/language impairments.

In the event an incoming call is regarding a non-emergency the successful bidder will prompt the caller to leave the details on a recording which will be available for Town staff to retrieve. In the event the call is in regards to an emergency, the answering service will contact the on call Town of Ajax Officer with all the necessary information, such as; the caller's name, number and address, and details regarding the nature and location of the emergency. Any non-emergency messages must be available for retrieval by Town of Ajax staff, in an audio format, within ten (10) minutes of the message being left. The successful bidder must be available for Town staff to contact them at any time to receive clarification on any emergency or non-emergency call.

The answering service must be able to refer common calls that fall outside of the scope of Ajax Animal Services to the correct agency, in accordance with a referral sheet that will be supplied to the successful bidder from Ajax Animal Services.

Any telephone calls to the successful bidder by Town staff or Ajax residents, must be answered and callers greeted within 5 rings. At that time, it must be determined if the call is an emergency and if so, the call must be dealt with immediately. If it is determined not to be an emergency, the caller may not be left 'on hold' for any longer than 2 minutes and customer reinforcement protocol must be in place to remind callers to stay on the line as the call will be answered promptly.

CALL FORWARD/CALL LOG

The successful bidder will be required to perform a call-forward check daily from Monday to Friday at 4:45pm to ensure that the phone lines have been forwarded to the after-hours answering service. In the event the phone lines have not been forwarded to the answering service the, the answering service will contact the on-call Officer to report the issue.

The successful bidder must have the capability to create and forward a call log, via email, on a daily basis. The call log will outline the details of every call, emergency or non-emergency, received for the prior 24 hour period. This call log must be received by the Town by 9:00 am each day. The call log must record; the particulars of the call, the caller's name and contact number, and whether the call was dispatched to an Officer (in the case of an emergency) or forwarded to the voice mail box utilized by the Town (for a non-emergency call). The call log will indicate the time the call was received, the time the Officer was contacted and the name of the Officer that was contacted. The call log will also indicate the time the call-forward check was performed. The call log will be legible and easy to understand. Any short forms or codes used will be deciphered in an attached legend and the use of short forms and codes will be kept to a minimum.

The successful bidder will follow the Town's protocol for who to call next in the event an Officer does not respond to an emergency call within 5 minutes.

The Town will forward the Officers' schedule via email on a monthly basis for the successful bidder's use to determine who the on-call Officer is for any given date or time. If the schedule needs to be manually entered into a specific program or format the successful bidder will perform this data entry.

The successful bidder must be able to accommodate last minute changes to the on call schedule to facilitate unforeseen last minute schedule changes.

The successful bidder will have a contact person readily available to respond to concerns or service questions from the Town. In addition, a company representative will be available to attend at the Town of Ajax to address any service concerns raised by the Town within 4 business days of the Town requesting any meeting.

DIGITAL RECORDING CAPABILITIES

The successful bidder must have digital recording of all telephone conversations, including customer and successful bidder conversations, which can be produced to the Town upon request. Recording will be stored by the successful bidder for a period of no less than 30 calendar days.

REPORTING

The successful bidder must also keep usage statistics and reports that can be reviewed by the Town upon request.

SCHEDULE

After hours telephone services to be provided outside of the Town's regular business hours (Monday to Friday 0830h to 1630h). After hours service includes:

- Monday to Friday 1630h to 0830h the following day.
- Friday 1630h through Monday 0830h, including all weekends and holidays, plus any occasional days that the Town deems necessary for a 24 hour period, as and when required for the term of the Contract.

Every attempt will be made by Town staff to provide prior notification with the exception of any emergency situations that may arise.

OPERATING SYSTEM

The successful bidder will provide advance notice to the Town for any upgrade or change to any of their software, hardware or operating systems that could potentially result in a service disruption to the Town.

PRICING/INVOICING

The successful bidder will stipulate all set-up costs and monthly fees including usage fees and all potential extra fees outside of usage associated with the service (including any hidden/contract/switching fees and all plan overage fees), and all set-up costs. Any initial set up or switching fee will appear on the first invoice.

Due to system requirements, the Town requires the successful bidder to submit an invoice at the end of each month with a detailed list of all work performed during that month and including an itemized explanation of the minutes utilized during the billing period and the total minutes used. Payment will

only be made pending an invoice being submitted in accordance with the Town's Payment Terms section of this RFQ.

NOTE: The Town will not accept bid submissions requiring advanced billing.

FUTURE CONSIDERATION

For informational purposes only, the Town is requesting Bidders to indicate on the attached Quotation Form if their firm is capable of handling an increase of call volumes by a maximum of four times the present level in order to accommodate the entire Town of Ajax on-call demands.

In addition, the successful Bidder must have the ability to expand, if required, to accommodate the entire Town on-call demands (including for other departments such as Fleet Services, Operations and Environmental Services and Maintenance Services.

CONTRACT TERM

The contract shall be a one year period commencing March 1, 2016 – February 28, 2017. Unit prices bid shall be firm for the first contract year with the Town reserving the right to extend the Contract for four, one year periods, subject to an annual performance review and acceptable pricing at the anniversary date of the Contract. The decision of the Town to extend the Contract shall be final and not subject to review.

APPENDIX "A" - BID IRREGULARITIES

BY-LAW NO. 67-2015

IRREGULARITY		RESPONSE/ACTION
1	Late Bid.	<ul style="list-style-type: none"> > Automatic rejection. > Bid is returned unopened to the Bidder. > If it is impossible to determine the name/address of the Bidder on the outside of the sealed package, the package will be opened to obtain this information. The document will then be returned with advice related to the rejection.
2	Unsealed Bid Envelope/Package and/or fax or electronic delivery of Bid submission.	> Automatic rejection, unless the Bid Document specifically permits unsealed/faxed/electronic Bids.
3	Failure to attend Mandatory site Meeting.	> Automatic Rejection.
4	Bids completed and/or signed using erasable medium.	> Automatic Rejection.
5	Part Bid (all items not bid).	> Automatic Rejection, unless the Bid Document specifically permits part Bids.
6	<p>Qualified Bid.</p> <p>Bid is restricted by a counter offer in the form of a; covering letter; statement; alteration; reservation; condition; out of scope alternative which has been included with the Bid, or added to any page of the Bid.</p>	> Automatic Rejection, unless the Bid Document specifically permits such qualifications; or in the opinion of the Manager of Purchasing, the qualification or restriction is trivial or not significant.
7	Failure to include the signature of the person authorized to bind the Bidder, on the Tender/Quotation/Proposal Submission Form provided in the Bid Document.	> Automatic Rejection.
8	Failure to include the signature of the person authorized to bind the Bidder, on the Declaration Form, or the Declaration Form is not included with the Bid submission.	> The Bidder will be allowed a reasonable amount of time to provide the signed Declaration Form. If the Bidder fails to do so within the agreed time period, the Bid will be rejected.
9	Signature is not an original, signed in ink. (ie. signature reproduced by mechanical or electronic means)	> The Bidder will be allowed a reasonable amount of time to come in to sign the Bid in ink. If the Bidder fails to do so within the agreed time period, the Bid will be rejected.
10	Failure of the Bidder to acknowledge and provide for all addenda issued to the Bidder.	> Automatic rejection, unless every change as sent out in all of the addenda, is clearly visible on the face of the Bid or the information in the addenda is not material to the Award or the addendum was issued solely for the purpose of revising the Official Closing Time.
11	Bid received on documents other than those original Bid Documents as issued and provided by the Town.	> Automatic rejection, unless a Bid is received on a "true copy" (not retyped) of the original Bid Document as issued by the Town. Signature of the Bidder must be an original and signed in ink.
12	Erasures, changes, overwriting, white-outs, cross-outs or strike-outs, which are not initialed by the Bidder. (ie. unit prices, lump sum prices, or other items in the Bid Document)	> Where, at the sole discretion of the Manager of Purchasing, the changes are clear and unambiguous, the Bidder will be allowed time to initial the changes. If the Bidder fails to do so within the agreed time period, the Bid will be rejected.
13	Failure by the Bidder to provide all names of sub-contractors it proposes to use on a project.	> Unless otherwise specified in the Bid Document, the Bidder will be allowed a reasonable amount of time to provide the names of the sub-contractors. If the Bidder fails to do so within the agreed time period, the Bid will be rejected.

APPENDIX "A" - BID IRREGULARITIES

BY-LAW NO. 67-2015

IRREGULARITY	RESPONSE/ACTION
<p>14 Bid Security: > is not provided; > is not an original; > the amount provided is insufficient; > it does not name the Town as Obligee; > Security Company is not licensed to do business in Ontario; > is not executed by the Security Company with an original signature or the corporate seal of the Security Company > is not in a form acceptable to the Town (ie. Bid Bond, Certified Cheque, Cash, Irrevocable Letter of Credit, Letter of Intent)</p>	<p>> Automatic Rejection.</p>
<p>15 Bid Security: > is not executed by the Bidder with an original signature and corporate seal of the Bidder.</p>	<p>> The Bidder will be allowed a reasonable amount of time for the signature/corporate seal to be applied to the original document. If the Bidder fails to do so within the agreed time period, the Bid will be rejected.</p>
<p>16 Bid Security: > is not in compliance with the number of days open for acceptance as stated in the Bid Document.</p>	<p>> The Bidder will be allowed a reasonable amount of time to resubmit an original replacement Security with the correct number of days open for acceptance. If the Bidder fails to do so within the agreed to time period, the Bid will be rejected.</p>
<p>17 Agreement to Bond [Performance/Labour & Materials Payment]: > is not provided; > > is not an original; > the amount provided is insufficient; > it does not name the Town as Obligee; > Security Company is not licensed to do business in Ontario; > is not executed by the Security Company with an original signature or the corporate seal of the Security Company; > is not in a form acceptable to the Town.</p>	<p>> Automatic Rejection.</p>
<p>18 Failure of the Bidder to provide evidence, satisfactory to the Town, of qualifications to perform the work as specified in the Bid Document.</p>	<p>> Automatic Rejection, unless the waive of the irregularity is in the best interest of the Town and does not affect the integrity of the bid process.</p>
<p>19 Failure of the Bidder to provide evidence, satisfactory to the Town, of past experience in performing the work as specified in the Bid Document, as a result of reference checks, etc.</p>	<p>> Automatic Rejection, unless the waive of the irregularity is in the best interest of the Town and does not affect the integrity of the bid process.</p>
<p>20 Failure of the Bidder to meet the minimum specifications as detailed in the Bid Document.</p>	<p>> Automatic Rejection, unless the waive of the irregularity is in the best interest of the Town and does not affect the integrity of the bid process.</p>
<p>21 Failure of the Bidder to provide the specified number of copies of documentation, as detailed in the Bid Document.</p>	<p>> Unless otherwise specified in the Bid Document, the Bidder will be allowed a reasonable amount of time to provide the number of copies as specified. If the Bidder fails to do so within the agreed time period, the Bid will be rejected.</p>
<p>22 Failure of the Bidder to meet any of the mandatory requirements as specified in the Bid Document.</p>	<p>> Automatic Rejection, unless the waive of the irregularity is in the best interest of the Town and does not affect the integrity of the bid process.</p>

APPENDIX "A" - BID IRREGULARITIES

BY-LAW NO. 67-2015

IRREGULARITY		RESPONSE/ACTION
23	Arithmetic Errors	<p>> Where there is a discrepancy between unit, stipulated, or lump sum prices and the extension calculation; the unit, stipulated, or lump sum prices will prevail.</p> <p>> The Town shall make corrections to the extension total and to correct the total tax calculation and total bid amounts accordingly. All Bidders will be bound by such corrections.</p>
24	Unit Price, Stipulated Price or Lump Sum Price is missing.	> Automatic Rejection, unless the Bid Document specifically allows for partial Bids.
25	Unit Prices, Supplementary Prices, Provisional Prices, Alternate Prices, etc., are unbalanced or substantially lower than market value providing for an unbalanced Bid.	<p>> The Bidder will be allowed a reasonable amount of time to provide an explanation for such pricing methodology. If the Bidder fails to do so within the agreed time period and if the explanation is, in the opinion of the Manager of Purchasing, not reasonable, or if the application of such unit, supplementary, provisional, alternative, or other such prices will adversely affect the Contract value or acceptance of the Bid will cause undue hardship to the Bidder, the Bid will be rejected.</p>
26	Interpretation of the information contained in a Bid submission suggests a major mistake may have been made.	Determination of the response/action to be taken will be considered on a per case basis, in consultation with the Town's Solicitor.
27	Other irregularities. (The above noted list of irregularities should not be construed to be all inclusive.)	<p>> The Manager of Purchasing or designate, in consultation with the operating Department and/or the Town's Solicitor, will review irregularities not listed.</p> <p>> The Manager of Purchasing or designate, shall have the authority to waive irregularities in a Bid in order to accept a substantially compliant Bid; or reject Bids with irregularities deemed to be major.</p>

IMPORTANT - PLEASE READ THIS

It is important to the Town to receive a reply from all invited Bidders. There is no obligation to submit a Bid, however, should you choose not to Bid, completion of this form will assist the Town in determining the type of Goods/Services you are interested in bidding on in the future.

INSTRUCTION

If you are unable, or do not wish to Bid for this work, please complete the following portions of this form. State your reason for not bidding by checking the applicable space(s) or by explaining briefly in the space provided. Please complete and forward this form by e-mail to purchasing@ajax.ca or by fax to 905-683-0157 prior to the official closing date.

1	We do not supply this commodity/service	
2	The goods/services we supply do not meet this specification	
3	Cannot handle due to present work load	
4	Quantity/job too large	
5	Quantity/job too small	
6	Cannot meet delivery/completion requirements	
7	Licensing restrictions	
8	Agreements with distributors/dealers do not permit us to sell direct	
9	Other [Specify]:	

Additional Comments:			
Town of Ajax Project Reference No.:	RFQ No. Q16003		
Project Name:	ANIMAL SERVICES~AFTER HOURS ANSWERING SERVICES		

Company Name:			
Address:			
Contact Name:		Title:	
Phone No.		Fax No.	
Signature:			
Date:			