



RFQ-2024-INF-001
SUPPLY AND OPERATION OF WINTER ROADS
MAINTENANCE EQUIPMENT

CLOSING DATE: Tuesday November 5th, 2024 at 11:00 A.M
Local Time

The Corp. of the Township of Black River- Matheson
Department of Public Works and Operations
429 Fourth Ave.
PO Box #601
Matheson, ON
P0K 1N0
Phone: 705-273-2313

1. Objective

The objective of the Request for Quotation (RFQ) is to solicit quotations from qualified firms to supply and operate various pieces of winter maintenance equipment to augment municipally owned and operated equipment for the 2024-25 Winter Maintenance Season at various locations within the Township of Black River – Matheson.

2. Background

Located along the Highway 11 North corridor, the Township of Black River - Matheson is located in North-eastern Ontario, in the District of Cochrane in the heart of farming, forestry and mining activities. Black River - Matheson has a population of approximately 3,500 and is governed by a seven-member Council comprised of 6 Councilors and 1 Mayor representing areas such as Wavell, Holtyre, Ramore, Matheson, Val Gagne and Shillington within an area of approximately 1,162 sq. kilometers.

3. Definitions

Addendum - means a written order issued from the Township that clarifies changes the scope or specifications of the Work / Commodity prior to commencement and during the solicitation process.

Agreement - A negotiated and usually legally enforceable understanding between two or more legally competent parties. An agreement typically documents in writing the give-and-take of a negotiated settlement.

A.O.D.A. – Accessibility for Ontarians with Disabilities Act

Approval Authority – means the authority delegated by the Township to a person designated to occupy a position to approve on its behalf one or more procurement functions within the plan-to- pay cycle up to specified d Addendum - means a written order issued from the Township that clarifies, changes the scope or specifications of the Work / Commodity prior to commencement and during the solicitation process.

Award - means the notification to a Proponent of acceptance of a Proposal or Tender that brings a contract into existence.

Bid – means a Proposal, Quotation or Tender submitted in response to a solicitation from a providing authority. A Bid covers the response to any of the three principal methods of soliciting Bids, i.e., Request for Proposal, Request for Tender and Request for Quotation.

Bid Document – a Tender, Proposal, Quotation or other document that states the Township's desire to procure and Proponent's offer to provide to the Township the goods or services defined in the specifications or scope of work.

Bid Price - a price offered for a good or service by a potential Buyer or a price offered by a potential Provider to perform/ provide a specific job or commodity.

Bid Protest – means the dispute raised against the methods employed or decisions made

by a contracting authority in the administration of a Proposal, Tender or Quotation process.

Budget - means an amount approved by Council for operating expenses or capital projects.

Certificate of Insurance - means a certified document issued by an insurance company licensed to operate by the Province of Ontario, certifying that the Bidder, Respondent or Proponent is insured in accordance with the Township's requirements.

Change Order - means a written order issued from the Township that changes the scope or specifications of the Work.

Competitive Procurement – means a set of procedures for developing a procurement contract through a Bidding or Proposal process. The intent is to solicit fair, impartial, competitive Bids.

Conflict of Interest – means a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity. An apparent conflict of interest is one in which a reasonable person would think that the professional's judgment is likely to be compromised.

Contract - means an obligation, such as an accepted offer, between competent parties upon legal consideration, to do or abstain from doing some act. It is essential to the creation of a contract that the parties intend that their agreement shall have legal consequences and be legally enforceable. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent or consensus ad idem; legality of purpose; and sufficient certainty of terms.

Contract Documents - means the Request for Bid document (RFP, RFQ, RFT), any addenda, the Contract as issued by the Township and the successful Proponent's submission.

Evaluation Criteria - means a benchmark, standard or yardstick against which accomplishment, conformance, performance and suitability of an individual, alternative, activity, product or plan is measured to select the best supplier through a competitive process. Criteria may be qualitative or quantitative in nature.

Goods and/or Services - set out in the Bid document, including goods, services or equipment, where applicable, and defined in the specifications or scope of work.

Global Harmonized System (formerly Material Safety Data Sheets (MSDS)) - means Material Safety Data Sheets that must be submitted by the Successful Bidder/Proponent/Vendor for all hazardous materials, including an index of chemical compounds, with details of properties, handling details, precautions and first-aid procedures.

O. H. & S. – means Occupational Health & Safety Act. 2019

Proponent/ Vendor/ Contractor - means a person or Company that submits a Bid.
Rate - the monetary remuneration requested as compensation for all equipment, labor,

apparatus, operating costs including permits, and insurance, operation required for the successful completion of requirements specified.

Request for Proposal (RFP) - means a document used to request suppliers to supply solutions for the delivery of complex products or services or to provide alternative options or solutions. It is a process that uses predefined evaluation criteria in which price is not the only factor.

Request for Tender (RFT) – means a written submission and offer, received from a Bidder in response to a public invitation to provide goods and/or services based on an approved Tender format of the Township, and containing terms and conditions.

Request for Quotation (RFQ) - means a written submission and offer, received from a Bidder in response to a public invitation to provide goods and/or services based on an approved Quotation format of the Township, and containing terms and conditions.

Specifications – detailed and exact non-restrictive written descriptions, instructions and drawings defining the Goods or Services requested in the Bid Document.

Submission - means information submitted by a Proponent in response to this Request.

Proponent/Bidder/Vendor/Contractor - means the person, partnership or corporation, (e.g., a Contractor/Consultant/Vendor) and any employee, agent, representative or officer, or sub-contractor/supplier/sub-consultant thereof, that has been successful in the award of a Request for Bids/ Proposal and thereby agrees to supply the goods and/or services under the terms of the Request and is undertaking the Work as identified in the Agreement.

Township – means the Corporation of the Township of Black River- Matheson

WHMIS - means Workplace Hazardous Materials Information System.

Work/Project - means the goods and/or services supplied by the Successful Proponent pursuant to the Contract, and includes all labour, materials, equipment, and any other items, which are required to execute the Contract.

W.S.I.B. – means Workplace Safety and Insurance Board limit subject to applicable legislation, regulations and procedures in effect at such time.

4. Submission

Submissions, sealed in an envelope, which shall be clearly marked with the Request for Quotation Information, responding organization's name, address, and contact details, will be received by the Clerk or designated representative, at the time and place designated for receipt of tenders.

Before being placed in the tender box, the submission envelope will be marked by the Clerk or the authorized representative with the time and date that the envelope was received in the office.

The use of any means of delivery of a tender shall be at the risk of the Proponent and delivery before the above-mentioned closing time to any employee of the Owner, concerned with the reception or distribution of mail, will not be regarded as delivery to the Contract Officer unless the

envelope comes into the possession of the Clerk or the said representative before the designated closing time.

The Submission must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm bidding. If a joint quotation is submitted, it must be signed and addressed on behalf of both of the Proponents.

Line items and/or total contract price must be clearly indicated. The Submission must not be restricted by a statement added to the Submission form or by a covering letter, or by alterations to the Submission form, as supplied by the Township unless otherwise provided herein.

The submission envelopes will be opened and the quotations read and recorded publicly at the time and place designated in the RFQ Documents.

Submissions received after the specified time and date for the closing will not be considered.

Sealed Quotations, marked with the name of the project, will be received by –

Douglas Walsh C.E.T., Public Works and Operations
Corporation of the Township of Black River- Matheson
367 Fourth Avenue, Box 601(New Administration Office)
Matheson, ON P0K 1N0

The closing date for the submission of Quotations will be **11:00 a.m. local time on November 5th, 2024.**

- Late Quotations will not be accepted;
- Quotations by fax will not be accepted;
- Quotations by mail will not be accepted;
- Partial Quotations are not accepted;
- The Township reserves the right to accept or reject any or all Quotations;
- The lowest priced Quotation will not necessarily be accepted;
- The Township reserves the right to request clarification or supplementary information concerning a Quotation from any Proponent;
- The Township reserves the right to enter into negotiations with a Proponent and any changes to the Quotations that are acceptable to both parties will be binding;
- The Quotations shall be valid for 60 (days) from submission date.

The Form of Quotation must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm bidding. If a joint quotation is submitted, it must be signed and addressed on behalf of both of the Proponents. Any alterations or cross-outs must be initialed in ink by the Proponent. Failure to do so may result in the rejection of the Proponent's Quotation by the Township.

Line items and prices must be clearly indicated. The Quotation must not be restricted by a statement added to the Quotation form or by a covering letter, or by alterations to the Quotation form, as supplied by the Township of Black River - Matheson unless otherwise provided herein.

H.S.T. tax will be applicable to the supply of labor and equipment.

The Township will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the Township exercising its rights reserved in this Section or otherwise expressed or implied in this RFQ.

5. Questions

Any questions with respect to the specifications are to be directed in writing to:

Douglas Walsh C.E.T., Public Works and Operations
c/o Township of Black River - Matheson

Phone: 705) 622-8606

Email: dwalsh@twpbrm.ca and cc'd to douglas.walsh@exp.com

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Quotation before presenting the submission. Questions relating to this Quotation must be received by **October 29th, 2024, at 2:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFQ document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the Quotation may render the Quotation invalid.

6. Scope of Work

1. These specifications apply to the supply and operation of One (1) Tandem Axle combination Snow Plow – Sander Unit and One (1) Tandem Drive Motor Grader. (Note: Equipment and successful proponent(s) to be designated to specific route(s)).
2. Specifications not clearly defined herein shall be in accordance with good commercial practice and of the best quality suitable for the intended use.
3. The equipment specified herein shall be free from mechanical defects and/or design deficiencies that may affect their operation or serviceability.
4. Proponents are welcome to submit quotations for alternative equipment and will be given consideration providing that the alternative equipment is judged to be in the best interest of the Township.
5. While these specifications are very specific with respect to detailed requirements, it is recognized that product development activity may have led to the availability of innovations in certain areas that, if incorporated in the units would improve the operation. Proponents are encouraged to submit such changes as alternate bids separate from the quotation complying with the original specifications and acceptance of such alternate bids shall be at the discretion of the Township of Black River - Matheson.

6. These specifications list only the major significant details of the unit required. It is the suppliers' responsibility to provide the unit fully equipped for the intended use with compatible components to provide dependable, efficient service.
7. Where minimum or maximum requirements are specified, the unit offered must meet or exceed these requirements, unless what is offered as an alternative to the items specified is deemed by the Township to be acceptable and meets the intent of the specifications.
8. In the event the proponent's response to the item specified is not clear as to compliance with the specifications, or is unanswered or unspecified, clarification may be requested by the Township of the proponent, such clarification to be provided in writing. Changes that affect the intent of the specifications or the price bid will not be acceptable.
9. The units offered should meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulations" and the latest applicable S.A.E., I.E.M.C., and O.S.H.A. recommended practices, where the use of the unit by the Township may be covered by these regulations.
10. The required availability of the equipment and operators (on an as needed basis) may commence on or about November 19th, 2024 and end on or about April 11th, 2025.
11. Usage of the equipment and operators will be dependent on weather and roadway conditions and at the discretion of the Public Works Foreman or designate.
12. All equipment shall be no older than 10 years.
13. Grader Moldboards shall be 14' width or Township approved alternative.
14. The rear mounted snow wing with hi-wear edge, to be supplied, shall be Craig model 301-12 or Township approved equivalent.
15. The lift group, to be supplied, shall be Craig Universal or Township approved equivalent.
16. Auxiliary hydraulics to allow for the installation and operation of the Township's reversible front blades if required.
17. Snow Plow – Sanding equipment shall include front mounted plow and side mounted wing with a rear mounted sanding unit having a capacity of a minimum 13.5 cubic yards.
18. The Proponent shall be able to respond to each request for the supply of equipment and operators for each specific request within four (4) hours of notification by the Works Foreman or his designate.
19. The Proponent shall be able to supply suitable back-up equipment within two hours of any equipment failure.
20. Hourly rate shall include all costs incurred by the Proponent for the supply, operation and maintenance of the equipment being proposed.

7. Project Authority

The Project Authority for issuance of the RFQ and the awarding of the contract(s) is the Municipal Council for the Township of Black River – Matheson.

8. Quotation Evaluation

Quotations that comply with the terms, conditions and specifications as outlined in the RFQ will be evaluated on the basis of:

- Price (within allocated budget)
- Availability to perform the work and/or supply goods
- Previous performance evaluations

9. Any or all Quotations Exceed Approved Budget

In the event that any or all Quotations exceed the approved budget, and staff are not prepared to seek additional funding, the Township may, opt for one of the following:

- a) Approach the lowest Proponent to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
- b) Approach the top three Proponents to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or
- c) Advise all Proponents that the solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new solicitation may be issued later.

10. Goods, Materials and Equipment Suitable for Use

The Proponent warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFQ, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Proponent may be required to provide written documentation that all materials or equipment offered in a Proponent's Quotation meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

11. Amendments

The Township at its discretion reserves the right to revise this RFQ up to the final date for the deadline for receipt of Quotations. The Township will issue changes to the RFQ Documents by addendum only. No other statement, whether oral or written, made by the Township will amend the RFQ Documents. The Township will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the Township or a Township representative except the RFQ Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the Township. The Proponent shall acknowledge receipt of all addenda on the Form of Quotation. Failure to complete the acknowledgement may result in rejection of the Quotation.

The Township makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Quotation submission in response to this RFQ, the Proponent acknowledges and agrees that the addenda shall be posted on www.twpbrm.ca as well as any platform used to advertise the opportunity to respond to the RFQ and it is the sole responsibility of the proponent to check these web sites for said addenda. The Township reserves the right to withdraw or cancel this Request for Quotation without notice.

12. Quotation Withdrawal or Amendment

Proponents may amend or withdraw their Quotation, provided such withdrawal or amendment is received prior to the closing deadline. A Proponent who has already submitted a Quotation may submit a further Quotation at any time up to the official closing time; the last Quotation received shall supersede and invalidate all Quotations previously submitted by the Proponent for this RFQ. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

13. Right to Accept or Reject Submissions

The submission of a quotation does not oblige the Township to accept any quotation or to proceed further with the retention of services. The Township may, in its sole discretion, elect not to proceed with the acquisition in whole or in part and may elect not to accept any or all quotations for any reason or to cancel the RFQ without any obligation whatsoever to Proponents.

The Township retains the separate right to accept or waive irregularities if, in the Township's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the Township may, as a condition of acceptance, request a Proponent to correct a minor or technical irregularity with no change to the quoted price. 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 Township's sole and absolute discretion.

Proponents expressly waive any and all rights to make any claim against the Township for any matter arising from the Township exercising its rights as stated in these General Terms and Conditions.

14. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councilor, officer or employee of the City with respect to the RFQ, whether before or after submission of the Quotation, the Township shall be entitled to reject or not accept the RFQ submission.

15. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Quotation, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the Township. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the Township. Any potential conflicts of interest which a Proponent may have with the Township, or any employee of the Township will be identified and described in detail in the Quotation of each proponent (Conflict of Interest Declaration).

16. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

Automobile Liability Insurance (If Applicable)

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

The policies shall include Township of Black River - Matheson as an additional insured and containing a cross-liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement and cannot be cancelled or permitted to lapse unless the insurer notifies the Township in writing at least 30 days prior to the effective date of cancellation or expiry. The Township reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the Township may reasonably require.

17. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only), If Required

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

18. AODA Compliance

The Proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regards to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Proponent shall ensure that all employees, agents, volunteers, or others for whom it is responsible by Law, receive training about the provision of its goods and services to persons with disabilities. The Proponent acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Township of Black River - Matheson must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

19. Freedom of Information

Upon submission, all Quotations become the property of the Township and will not be returned to the proponents. Proponents must be aware that the Township is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The Township may, at any time, make public the names and bid prices of all respondents. Quotations will be held in confidence by the Township, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the Quotation should be clearly identified.

20. Nature of Request for Quotation

This RFQ does not constitute an offer of any nature or kind whatsoever by the Township to the Proponent.

21. Preparation of Quotations

All costs and expenses incurred by the Proponent relating to its Quotation will be borne by the Proponent. The Township is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Quotations or the cancellation of this RFQ.

22. Agreement

A written agreement, prepared by the Township shall be executed by the Township and the Successful Proponent if the terms are mutually agreeable to all Parties. The award of a contract may be made in writing to the successful proponent by way of a By-law, Resolution or Purchase Order. There is no guarantee that Township Council will enter into any Agreement.

Any agreement resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

23. Payment

The normal payment term offered by the Township is net 30 days, upon satisfactory completion. Payment terms shall only be modified at the sole discretion of the Township to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the Township.

24. Ownership of Materials

All accepted work and products, including drawings, reports or other materials delivered to the Township by the Proponent shall become the property of the Township.

25. Performance

Any undue delays in the execution of the work and/or costs incurred by the Township due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the Township, will be assessed to the Successful Proponent.

26. Failure to Complete the Work

Documented failure to comply with all terms, specifications, requirements, conditions and general provisions of this quotation, to the satisfaction of the Township, shall be just cause for the cancellation of the contract award. The Township shall then have the right to award this contract to any other Proponent or to re-issue the Quotation.

27. Indemnification

The Successful Proponent shall indemnify and hold harmless the Township, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing goods and/or services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the Township are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

28. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

29. Errors & Omissions

It is understood, acknowledged and agreed that while this Quotation includes specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information in this Quotation, the information is not guaranteed by the Township to be comprehensive or exhaustive. Nothing in the Quotation is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Quotation. There will be no consideration of any claim, after submission of Quotations, that there is a misunderstanding with respect to the conditions imposed by the Quotation and/or Agreement.

**Corp. of the Township Black River - Matheson
Supply & Operation of Winter Maintenance Equipment
RFQ – 2024-INF-001**

Form of Quotation

Proponent's submission of bid to:

The Corporation of the Township of Black River - Matheson

Stipulated Bid Price

We/I,

(Registered Company Name/Individuals Name)

Of,

(Registered Address and Postal Code)

Phone Number: _____ Email: _____

We/I, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation (all prices must be CDN funds and without HST):

<i>ITEM</i>	Description	Quantity	Unit Price (excl. HST)	Total (excl. HST)
1	Hourly Operating Rate for Tandem Wheel Drive Motor Grader C/W Operator (Ramore/Holtyre)	1		
2	Hourly Operating Rate for Tandem Axle Snow Plow – Sander Unit C/W Operator (Wavell Rd)	1		
3	Hourly Rate for a Certified Heavy Equipment Mechanic to provide Maintenance / Repairs to Municipally owned equipment	1		

Note: The Township makes no guarantee with regards to the number of hours worked during the length of any Agreement entered into with the successful Proponent(s).

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our Quotation.

Proponent's Authorized
Official:

Title:

Authorizing Signature:

Date:

Form 1 to be submitted.

**Corp. of the Township Black River - Matheson
Supply & Operation of Winter Maintenance Equipment
RFQ – 2024-INF-001**

Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such bid.

Such Quotation is genuine and is not a collusive or sham quotation.

Neither the proponent nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proponent, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proponent, firm or person to fix the price or prices in the attached bid or of any other Proponent, or to fix any overhead, profit or cost element of the bid price or the price of any Proponent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Township of Township of Black River - Matheson or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proponent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or Quotation of any person, company, corporation or organization that does attempt to influence the outcome of any Township purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: _____ this _____ day of _____, 2024.

Signature: _____

Proponent's Authorized
Official: _____

Title: _____

Company Name: _____

Form 2 to be submitted.

**Corp. of the Township Black River - Matheson
Supply & Operation of Winter Maintenance Equipment
RFQ – 2024-INF-001**

Conflict of Interest Declaration

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Quotation submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this Quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the Township (other than confidential information which may have been disclosed by the Township in the normal course of the RFQ process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: _____ this _____ day of _____, 2024.

Signature: _____

Proponent's Authorized
Official: _____

Title: _____

Company Name: _____

Form 3 to be submitted