



**REQUEST FOR QUOTATION**  
**LIGHT TRUCK PROCUREMENT**

**SUBMISSION DEADLINE: AUGUST 11, 2022 AT 2:00 PM LOCAL TIME**

**The Corporation of the Township of Black River- Matheson**  
**Department of Public Works and Operations**  
**367 Fourth Avenue, PO Box #601**  
**Matheson, ON P0K 1N0**  
**Phone: 705-273-2313**

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## **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 dollar limits subject to applicable legislation, regulations and procedures in effect at such time.

**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 a 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.

**L.S.** – means Lump Sum

**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.

**Successful 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**– 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

### **General description**

The Township of Black River-Matheson Public Work's department is sourcing quotations to procure three (3) Light Trucks (Pick-up trucks) for municipal Public Works operations. Two (2) light trucks will be of 3/4 Ton class, and one (1) light truck will be of 1/2 Ton class. All three (3) light trucks shall come equipped with four-wheel drive. Acceptable vehicle manufacturers for this Request for Quotation are Dodge, GMC, Chevrolet, and Ford. A list of specifications is included within this document.

### **Clarification**

It is the Bidder's responsibility to clarify any details in question before submitting a quotation. All official correspondence in regards to the specifications should be directed to and will be issued by Christopher D Ciarrocca C.E.T, CMM III; Director- Public Works and Operations on behalf of the Corporation of the Township of Black River- Matheson. The Township will assume no responsibility for oral instruction or suggestion. Errors, omissions or ambiguities discovered in the contents of this document should be submitted, in detail to:

**Christopher D Ciarrocca C.E.T, CMM III**  
Corporation of Township Black River-Matheson

Director- Public Works and Operations

Email: [cciarrocca@twpbrm.ca](mailto:cciarrocca@twpbrm.ca)

Phone: 705-273-2313 Ext:318

### **Notification to bidders**

Any notice that the Township may be required or desired to give to the Bidder shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail, courier or email and addressed to the Bidder at the address shown for the Bidder on his/her submission, and shall irrefutably be presumed to have been received by the Bidder on the third day following such delivery of notice.

### **Change/amendment**

At any time prior to the closing date and time, The Township reserves the right to alter, delete, amend or add to, in whole or in part, any of the terms, conditions, procedures, requirements and provisions of this Tender, in which case, a formal Addendum specifying the same in detail will be issued.

### **Error & correction**

The Township will make all necessary corrections to any Quotation which is in error through addition or extension; the corrected value prevailing. Any erasures, alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's submission by the Township.

### **Quotation preparation costs**

The Township shall not be responsible for the costs incurred by any Bidder to prepare and submit a quotation or any subsequent documents relating to a quotation.

### **Request for Quotation pickup/download**

Each Proponent physically picking up the quotation documents or download thereof, are to email the undersigned to ensure an accurate quotation list. Failing to do so may result in missing information, and the Township shall not be held responsible.

### **Christopher D Ciarrocca C.E.T, CMM III**

Corporation of Township Black River-Matheson

Director- Public Works and Operations

Email: [cciarrocca@twpbrm.ca](mailto:cciarrocca@twpbrm.ca)

Phone: 705-273-2313 Ext:318

### **Firm prices**

Quotations submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than sixty (60) days.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs which should be known but net of taxes. Taxes on the total costs should be shown separately.

All prices shall be F.O.B. delivered and applied to various job locations as specified in this document and upon commencement.

### **Quotation Submission**

- 1- Submit the Required Specifications, Schedule of Quotation Prices, Proponent's experience in similar work form, Accessibility for Ontarians Disability Act Form, Non-Collusion Affidavit Form, signed offer, and Agreement (unsigned) in a sealed Envelope.
- 2- Quotations, sealed in an envelope, which shall be clearly marked with the contract title, the Contract number, Bidding organization's name, address, and contact details, will be received by the Director- Public Works and Operations or designated representative, at the time and place designated for receipt of Quotations. Before being placed in a sealed box, the Quotation envelope will be marked by Township staff with the time and date that the envelope was received in the office. The use of any means of delivery of a Quotation 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 Director- Public Works and Operations or the said representative before the designated closing time.
- 3- Quotations received after the specified time and date for Quotation closings will not be considered.
- 4- Sealed Quotations marked with the name of the project, will be received by –

**Christopher D Ciarrocca C.E.T, CMM III**

Director-Public Works and Operations

Corporation of the Township of Black River- Matheson

367 Fourth Avenue, Box #601(New Administration Building)

Matheson, ON P0K 1N0

**up to 2:00 P.M., local time – Thursday August 11, 2022**



### **Acceptance or rejection of Quotation**

The submission of Bids does not obligate the Township to accept any Bid or to proceed further with the acquisition. 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 Bids for any reason or to cancel the acquisition without any obligation whatsoever to Bidders. Should the Township not receive any Bids satisfactory to it for any reason, it may, in its sole and absolute discretion, revise the Bid documents or negotiate a Contract for the whole or any part of the acquisition with any of the Bidders or the lowest compliant.

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 anyway, may at the sole and absolute discretion of the Township, be declared invalid and rejected.

The Township retains the 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 Bid acceptance, request a Bidder to correct a minor or technical irregularity with no change to the Bid 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.

Bidders 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.

The Township reserves the right to review and discuss with any Bidder, the Quotation submitted by that Bidder. The Township reserves the right to negotiate with the Bidder, any reasonable changes or additions to the Agreement that the Bidder may propose. Negotiated changes or additions to the Agreement proposed by the Bidder will be included in the Agreement in the form of an Addendum, and will take precedence over the Quotation document and the Agreement proposed by the Bidder.

If such changes or additions cannot be negotiated, the Township in its sole discretion may approach another Bidder for the supply of equipment, commodities, or services.

### **Award**

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

- Total contract price
- Suitability of experience (to provide the product)

➤ Review of submissions in accordance with Request for Quotation Document

The Township reserves the right to reject any or all Quotations for reasonable cause and to accept any Quotations if considered in the best interest of the Township. The lowest or any Quotations not necessarily accepted.

Negotiated changes or additions to the Agreement proposed by the Bidder will be included in the Agreement in the form of an Addendum, and will take precedence over the Quotations document and the Agreement proposed by the Bidder. If such changes or additions cannot be negotiated, the Township in its sole discretion may approach another Bidder for the supply of equipment.

Any award on this Quotations is conditional upon the Successful Bidder entering into an agreement to perform the goods and/or services as required by this Quotations, within such time period as is satisfactory to the Township. Failing this, the Township reserves the right to cancel the award and then re- award this Quotations in whole or in part to any other Bidder, without any liability to the Successful Bidder, or to cancel this Quotations in its entirety.

The Successful Bidder shall execute any documentation, drafted in accordance with the terms of the Successful Bidder's Quotations and any subsequent negotiations, within ten (10) days of the date of notification of the Successful Bidders selection.

Respondents not initially selected as the Successful Bidder hereby commit themselves, subject to notification by the Township to execute documentation as aforesaid up to sixty (60) days following the date of opening of their Quotation.

This request for Quotation is without any guarantee respecting the volume of business to be obtained from the Township.

**Legal claims and damages**

The Township of Black River- Matheson reserves the right not to accept a response from any person or corporation which includes any non-arm's length corporation and all related corporations thereto who, or which, has a claim or instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contracts, Bid submissions or business transactions who is listed as either the Proponent or Subcontractor or any vendor within the submitted responses.

Also, a Bidder, by submitting a Bid, agrees that it will not claim damages, by any means, in respect to any matter relating to the Tender, the Bidding and evaluation process or any subsequent procurement process, if any, resulting from this Bid.

### **Removal from bidders list**

The Township reserves the right to remove from its list of Bidders, for a period of 2 years, the name of any Bidder who fails to execute or accept a contract or purchase order or for unsatisfactory performance on any previous or current contract held with the Township.

### **Time is of the essence**

The Township shall have the right to cancel at any time any contract or any part of any contract resulting from this Tender in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto.

### **Agreement in writing only**

No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this Tender, will be considered binding, and every notice, advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

### **Standards and legislation**

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

### **Municipal conflict of interest act**

Contracts in which a member of Council has an interest of which disclosure is required under the Municipal Conflict of Interest Act R.S.O. 1990, as amended, are voidable at the instance of the Township before the expiration of two years from the date of authorization if such member fails to make such disclosure at the prescribed time.

### **Lobbying restrictions**

Suppliers, Contractors, their staff members, or anyone involved in preparing Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the Township's staff and members of Council. The Township may reject any Bid by a Supplier or Contractor that engages in such lobbying, without further consideration, and may terminate that Supplier/ Contractors right to continue in the purchasing process. During a Bid Solicitation process, all communications shall be made through the named party within the competition document. No Supplier/ Contractor or person acting on behalf of a Supplier/Contractors or group thereof, shall contact any elected official, consultant or any employee of the Township to attempt to seek

information or to influence the Award. Elected officials shall refer any inquiries about a Bid Solicitation process to the named party within the competition document.

### **Accessibility for Ontarians with disabilities act. (aoda) compliance**

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard 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 Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Township must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. The Bidder shall submit the accessibility form within the Contract documents as proof of compliance (see attached).

### **Health & safety requirements (o.h. & s.)**

The Contractor's attention is drawn to the provisions of the Occupational Health & Safety Act 2019. The Contractor shall be considered the "Constructor" under the terms and conditions of this Act.

### **Workplace safety and insurance board (wsib)**

Note: Effective January 01, 2013 The Province of Ontario introduced and passed legislative Bill 119 as an amendment to the Workplace Safety and Insurance Act, 1997 - S.O. 1997, CHAPTER 16, Schedule A The new rules state the Contractor must register with WSIB and obtain a clearance certificate prior to any work. If they do not have a clearance certificate, the principal may refuse entry to the job site until they have one. It will be an offence for a contractor to perform construction work for a principal without a valid clearance in place. A copy of the required clearance certificate must be attached to the Contractors submission. Failure to do so may result in non-award of the contract. The Township retains the right to hire any additional equipment and Operators as is deemed necessary at its sole discretion for such cause. The Contractor shall have no right of appeal whatsoever due to non-compliance. Clarification and more information can be obtained at Workplace Safety and Insurance Board at 1-800-387-0750 or 416-344-1000 or [www.BeRegisteredBeReady.ca](http://www.BeRegisteredBeReady.ca)

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

The Contractor must remain in good standing with the Worker's Compensation Board throughout the duration of the Contract. The Contractor clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the Township under the Workers Compensation Act, and the Contractor shall be responsible for and pay all dues and assessments payable under the Worker's Compensation Act., the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall furnish the Township with satisfactory evidence that he/she has complied with the provisions of such Act. If the Contractor shall fail to do so, the Township shall have the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default and the Township shall have the right to make such payment.

**Municipal freedom of information and protection of privacy act**

This information is being collected pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and will only be used to make a decision concerning the acceptance of this Tender. The name of the Successful Bidder and total price will be made public. All other information contained in this document will be confidentially viewed by Council if necessary and appropriate staff. the Successful Tender will be made public and will form part of the accepting by-law and/or Tender.

**Goods, materials, and equipment suitable for use**

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

**Payment terms**

The normal payment terms offered by the Township is net 30 days. 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. The Bidder agrees that the Township shall be entitled to the discount stated herein if payment of invoices for the goods specified or called for in or under this Tender, is made within the period specified herein after receipt and acceptance of such goods or services by the Township. Payments shall be made to the Contractor on a progress monthly basis including HST. (Where applicable)

10% holdback on each progress payment will be retained by the Township. Release of holdback will be in accordance with Ontario Provincial Standards for Roads and Public Works MUNI 100. (Where Applicable)

Invoices are payable in Canadian Funds at the Township of Black River-Matheson, Matheson, Ontario, Canada, and includes Harmonized Sales Tax or any other applicable taxes.

**Harmonized sales tax**

Pricing shall exclude Harmonized Sales Tax or any other applicable taxes but will be considered extra.

**Influence**

No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any Township purchasing or disposal process. The Bid, Tender or Proposal 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. The Bidder shall submit the “Conflict of Interest” form (see attached)

**Protection of the township**

The Successful Bidder shall at all times well and truly save, defend, keep harmless and fully indemnify the Township and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Township, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied pursuant to this Tender.

**Adherence to requirements**

The Bidder is requested to adhere strictly to all requirements and complete all sections of this Tender Request including all appendices and Addendums. Failure to do so may be sufficient cause for rejection of the Bidder’s submission.

**Unenforceable provisions**

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

**Force majeure**

It is understood and agreed that the contractor shall not be held liable for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Provider and which by the exercise of reasonable diligence, the Provider is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Provider agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case such delay shall not exceed the length of time of the interruption/disruption.

**Conflict resolution**

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other’s performance; that each will avoid hindering the other’s performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.
- All Parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Contractor or representative and the Member or representative by means of discussions built around mutual understanding and respect.
- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration.
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Township or the Vendor.
- The Award of the arbitrator shall be final and binding upon the parties.
- The provisions of the *Arbitration Act, 1991 S.O. 1991, Chapter 17* shall apply.

**Addenda**

We agree that we have received Addenda \_\_\_\_\_ to \_\_\_\_\_ inclusive, and the tender price includes the provisions set out in such addenda.

**Schedule**

Quotation advertising period: July 25, 2022 – August 11, 2022

Quotation Closing: August 11, 2022 @ 2:00 pm Local Time

Contract Award: Wednesday September 14, 2022 (Accordance with Council Meeting Schedule)

Required Documentation Submission (Agreement): September 20, 2022

Equipment Delivery: October 2022

**Completion**

We agree to provide product as specified; Freight on board to 1115 Vimy Ridge Road, Matheson, On, POK 1N0, within (6) weeks from the date of issue of the written agreement.

**Unit Price**

The Proponent by this Quotation offers to furnish all labour, equipment and material for the performance of the work for the unit prices set forth in this Quotation, all in accordance with the Quotation Documents.

**Required Specifications**

<b>Two (2) 3/4 Ton Pick- Up Trucks Specification Requirements</b>			
<b><u>Item</u></b>	<b><u>Requirement</u></b>	<b><u>Compliant</u></b> <b><u>(Specify/Yes/No)</u></b>	<b><u>Additional Information</u></b>
Make (Specify)	Dodge/ GMC /Chevrolet/ Ford		
Model (Specify)	Dodge 2500 class GMC 2500 class Chevrolet 2500 class F-250 class		
Year (Specify)	(NEW) 2021, 2022		
Box Length	6 feet		
Cab Size	Double Cab, Quad Cab, Super Cab		
Tow Hooks	Two (2) Front Tow Hooks		
Transmission	Automatic		
Engine Size	(Minimum) 5.7 Litre V8 Gasoline Engine		
Drivetrain	4-wheel drive in cab controls		
Wheels/Tires	(4) (minimum) 18in. rims and all-weather tires (ice, mud, and snow approved rating) (1) spare tire and rim full-size, frame mounted		
Block Heater	Block heater and installation		
Towing Package	Equipped with manufacturers towing package		



Interior	Interior to be vinyl/rubber suitable for construction works		
Warrantee (specify)	Warrantee Period		
ADDITIONAL NOTATIONS:			
1- Dealer markings are not to be applied to these vehicles 2- Include manufacturer brochure of make and model of vehicle			

<b>One (1) 1/2 Ton Pick- Up Truck Specification Requirements</b>			
<u>Item</u>	<u>Requirement</u>	<u>Compliant (Specify/Yes/No)</u>	<u>Additional Information</u>
Make (Specify)	Dodge/ GMC /Chevrolet/ Ford		
Model (Specify)	Dodge 1500 class GMC 1500 class Chevrolet 1500 class F-150 class		
Year (Specify)	(NEW) 2021, 2022		
Box Length	6 feet		
Cab Size	Double Cab, Quad Cab, Super Cab		
Tow Hooks	Two (2) Front Tow Hooks		
Transmission	Automatic		
Engine Size	3.6 Litre V6 (Minimum) Gasoline Engine		
Drivetrain	4-wheel drive in cab controls		
Wheels/Tires	(4) (minimum) 18in. rims and all-weather tires (ice, mud, and snow approved) (1) spare tire and rim full-size, frame mounted		
Block Heater	Block heater and installation		

Towing Package	Equipped with manufacturers towing package		
Interior	Interior to be vinyl/rubber suitable for construction works		
Warrantee (specify)	Warrantee Period		
<b>ADDITIONAL NOTATIONS:</b> 1- Dealer markings are not to be applied to these vehicles 2- Include manufacturer brochure of make and model of vehicle			

**Schedule of Quotation Prices**

Notes:

- The proponent can provide multiple vehicle options. Ensure each vehicle provided has its respective information and total separated from others.
- Specify vehicle year, make, model, and price in blank spaces provided.
- Vehicles offered shall meet the required specifications; the vehicle price shall be all inclusive of such specified items.
- Delivery shall be to 1115 Vimy Ridge Road, Matheson, On (Public Works Yard)

<b>3/4 Ton Pick Up Trucks</b>				
<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Vehicle Price (Exclude Hst.)</b>	<b>Delivery Price</b>
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

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<b>1/2 Ton Pick Up Trucks</b>				
<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Vehicle Price (Exclude Hst.)</b>	<b>Delivery Price</b>
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**Proponent's Experience in Similar Work**

<b>Year Completed</b>	<b>Description of Sale</b>	<b>Sold To</b>	<b>Value of Sale</b>

**Accessibility for Ontarians With Disabilities Act, 2005 Compliance Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Corporate Name: \_\_\_\_\_

Corporate Signing Authority Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_

I, \_\_\_\_\_, declare that I and my company, are in full compliance with section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act 2005.

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance with section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, the Town has provided a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service.

[www.gov.on.ca/mcss/serve-ability/splash.html](http://www.gov.on.ca/mcss/serve-ability/splash.html)

Date: \_\_\_\_\_

**Non-Collusion Affidavit**

I/ We \_\_\_\_\_ the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid.

Neither the Bidder 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 Bidder, 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Township of Black River- Matheson or any person interested in the proposed Bid.

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

The Bid, Tender or Proposal 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 \_\_\_\_\_, 2022

Corporate Name: \_\_\_\_\_

Authorized Corporate Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Conflict of Interest Declaration**

Please check appropriate response:

I/we hereby confirm that there is not nor was there any actual or 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:

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In making this Tender 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 Tender process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Corporate Name: \_\_\_\_\_

Bidder’s Authorization Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature \_\_\_\_\_

**OFFERED ON BEHALF OF THE PROPONENT**

.....  
Corporate Name

.....  
Address

(1).....  
Signing Officer: Print Name and Title

(1).....  
Signing Officer: Signature

(2).....  
Signing Officer: print Name and Title (if applicable)

(2).....  
Signing Officer: Signature (if applicable)

**END OF SECTION**

**NOTE: THE AGREEMENT IS NOT TO BE SIGNED WHEN SUBMITTING THE QUOTATION PACKAGE; THIS IS FOR INFORMATION ONLY AND SHALL ONLY BE SIGNED AND EXECUTED BY THE SUCCESSFUL PROPONENT.**

**AGREEMENT**  
**CORPORATION OF THE TOWNSHIP OF BLACK RIVER- MATHESON**

**PROJECT NO. RFQ-2022-INF-004- Light Truck Procurement**

This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ **2022**, between  
 “ \_\_\_\_\_ ” hereinafter called "The Contractor",  
**and**  
**The Corporation of the Township of Black River-Matheson** hereinafter called "The Owner".

**WITNESSETH**, that the Contractor agrees with the Owner to perform all the work in accordance with the Request for Quotation Document referred to in the Quotation submission of the Contractor dated the \_\_\_\_ day of \_\_\_\_\_ **2022** (which shall be deemed to form part of this Agreement) to the satisfaction of the Township for the total Quoted price of \$ \_\_\_\_\_ + **HST** which Contract Documents are attached hereto and which are hereby expressly made part of this Agreement.

The Owner hereby agrees with the Contractor, that in consideration of the work being performed by the Contractor as specified, the Owner shall pay the Contractor for said work in accordance with the prices set out in the Quotation submission attached hereto, and in accordance with the provisions set out in the Contract Documents.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

**SIGNED, SEALED AND DELIVERED** in the presence of:

**EXECUTION BY OWNER**

**EXECUTION BY CONTRACTOR**

<b><u>Corporation of the Township Of Black River- Matheson</u></b>	_____.
<b><u>Office (print):</u></b> _____.	<b><u>Officer (print):</u></b> _____.
<b><u>Signature:</u></b> _____.	<b><u>Signature:</u></b> _____.
<b><u>Date:</u></b> _____.	<b><u>Date:</u></b> _____.
<b><u>Witness (print):</u></b> _____.	<b><u>Witness (print):</u></b> _____.



<b><u>Signature:</u></b> _____ .	<b><u>Signature:</u></b> _____ .
<b><u>Date:</u></b> _____ .	<b><u>Date:</u></b> _____ .
<b><u>Corporate Seal</u></b>	<b><u>Corporate Seal</u></b>