



Public Works Department

Request for Tender: Contract No. CTY-AH-2024-8

Supply and Delivery of an Enclosed Trailer for the Township of Algonquin Highlands

Tenders Received at the Township of Algonquin Highlands Administration Office by:

Melanie Oates – Public Works Administrative Assistant

1123 North Shore Road
Algonquin Highlands, ON K0M 1S0

Phone: 705-489-2379 ex. 352

Email: moates@algonquinhighlands.ca

Request for Tender documents must be downloaded from the Township of Algonquin Highlands website. www.algonquinhighlands.ca

Questions Deadline: 4:30 p.m. Local Time, Tuesday November 19, 2024.

Submission Deadline: Tenders must be signed and are expected to be clearly marked with the Request for Tender name and number on the outside of the Tender package. Tenders must be received at the Township of Algonquin Highlands Administration Office by **1:00 p.m. Local Time on Tuesday November 26, 2024.**

The Owner reserves the right to accept or reject all or part of any Tender and also reserves the right to accept other than the lowest Bid and to cancel this Request for Tender at any time.

All purchases made by the Owner are done in accordance with its Purchasing Policy By-Law 04-36, which covers the acquisition of all goods and services.

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Part 1: Definitions

Agreement: means the legal document submitted by the Bidder in their Bid I that binds the Bidder and Owner, subject to the provisions of the Contract.

Award: is the notification to a Successful Bidder of acceptance of a Bid which brings a Contract into existence.

Bid: means an offer or submission from a Bidder in the form of a Quotation, Tender, or Tender, submitted in response to a solicitation from the Owner.

Bidder(s): means an entity that submits a Bid in response to this RFT and, as context may suggest refers to a potential Bidder.

Competent Supervisor: A person who is in charge of a workplace or has authority over workers. Is qualified because of knowledge, training, and experience to organize the work and its performance. Is familiar with the Occupational Health and Safety Act and the regulations that apply to the work; and has knowledge of any potential of actual danger to health and safety in the workplace.

Conflict of Interest: Is defined as the situation or circumstance, real, or perceived, which could give a Bidder an unfair advantage during a procurement process or compromise the ability of a Bidder to perform its obligations under the Contract.

Contract: means a binding agreement for the purchase or disposal of good and/or services. A Contract may be a fully executed legal agreement, in a form satisfactory to the Owner, and a Purchase Order issued for the Bid Request of the Owner.

Contract Administrator: Owner representative responsible for monitoring the progress of the Contract and ensures it is executed to completion.

Days: means calendar days.

Lowest Compliant Bid: means the lowest price submitted (excluding HST) which meets the requirements and specifications as set out in the Bid request.

Mandatory Requirement: The terms “**will**”, “**must**”, or “**shall**” describe a procedure that is intended to be followed as a mandatory requirement. Tenders that do not fulfill all mandatory requirements will be rejected as non-compliant.

Mandatory Submission Requirements: mean a requirement that must be submitted or acknowledged as part of the Tender submission process. Failing to include and/or acknowledge Mandatory Submission Requirements will result in the Tender being rejected for non-compliance.

Member Municipality: means one or more of the following municipalities: Municipality of Dysart et al, Municipality of Highlands East, Township of Algonquin Highlands, Township of Minden Hills.

Owner: mean the Township of Algonquin Highlands as referenced in this RFT.

Request for Tender (RFT): means this Request for Tender issued by the Owner, and all addenda thereto.

Request for Tender Documents: refers to the Purpose of Procurement, Instructions for Bidders, Terms and Conditions, General Special Provisions, all addenda (if required), and any other documents listed in this Request for Tender Document. The Bidder's submitted Tender should adhere to all instructions, as defined by the Request for Tender Document.

Successful Bidder: means a Bidder whose Tender meets the prescribed requirements and has been identified as the lowest compliant Bidder.

Submission Deadline: means the closing date and time of the Request for Tender period. No Tenders will be accepted after the closing date and time.

Supplier: means the Bidder that is successful in this RFT and that enters into the Contract with the Owner.

Tender(s): means all the documentation and information submitted by a Bidder in response to the RFT.

Total Tender Price: The cumulated sum of all items Bid, excluding HST.

Part 2: Purpose of Procurement

Supply and Delivery of an Enclosed Trailer for the Township of Algonquin Highlands

The Township of Algonquin Highlands (the Owner) is seeking Bids from qualified Suppliers to supply a new enclosed trailer.

2.1 Scope of Work & Deliverables

Trailer must be licenced prior to delivery and must include annual safety inspection sticker, certified until October 2025.

- Enclosed aluminum frame trailer
- 8.5 wide – 24 long/ 46.5” wedge, with beaver tail
- Interior width 97” (82” b/w wheel wells)
- Curbside door flush back hinges
- Platform height 22”
- Drop axels (2) 3500lb.
- Brakes all electric
- Break away kit rechargeable gel cell.
- Hitch Ball 2 5/16
- Payload capacity 3665 kg or greater
- Exterior lights L.E.D. stop, turn, tail and markers.
- Rear door NXP single latch
- Roof structure, seamless aluminum
- Marine grade plywood deck
- 3500lb electric jack (A frame)
- 48” stone guard
- Equipped with side ventilation
- LED interior light package
- Ramp door, marine plywood.
- Stabilizer jacks rear.
- Rear Skid plates, set of two welded.
- E-track is recessed in floor
- Manual roof vent with max flow covers
- 3/8 plywood walls
- two aluminum grab handles on rear door
- Tire mount, interior. Installed
- Minimum 3-year warranty

Delivery

- Trailer shall be delivered to 1095 North Shore Road, Algonquin Highlands Ontario K0M 1S0. Delivery is expected prior to January 31, 2025.

2.2 Request for Tender Timeline

Date Issued	November 1, 2024
Bidder Question Deadline	November 19, 2024
Final Addenda Issued	November 20, 2024
Submission Deadline	November 26, 2024, at 1:00 p.m.
Award	December 12, 2024
Anticipated Delivery Date	Prior to January 31, 2025

This timeline is tentative and may be changed by the Owner at any time without liability, cost, or penalty.

Part 3: Instructions for Bidders

3.1 Completion of the Bidder's Tender

Bidders must courier or deliver by hand their Tender to the Township of Algonquin Highlands Administration office. Tenders must be received by the Owner by **1:00 p.m. Local Time on November 26, 2024.**

Bidders must ensure the Tender is received at the **Township of Algonquin Highlands Administration office front counter** prior to the Submission Deadline. Include the Tender name and number, and the Bidder's return mailing address on the outside of the sealed Tender package.

The sealed Tender submission must include one original copy of the Tender. The address is as follows:

Township of Algonquin Highlands Administration Office
Attention: Melanie Oates – Public Works Administrative Assistant
1123 North Shore Road
Algonquin Highlands, ON K0M 1S0

Note: Courier service to this area is not “same day” or “guaranteed” for a specific time of day.

The Bidder is solely responsible for ensuring their Tender is received on time at the Township of Algonquin Highlands Administration office. Tenders delivered after the Submission Deadline will not be opened and will be returned to the Bidder. Local time is according to the time clock located in the Township of Algonquin Highlands offices, which will be deemed to be taken as conclusive.

Electronically transmitted submissions (facsimile, e-mail, etc.) **will not** be accepted.

Tenders will be opened and recorded by the Owner's opening committee following the Submission Deadline.

All entries in the Tender shall be in English, clear, legible, and in ink. All items shall be proposed according to any instructions in the Request for Tender Documents, and with entries made from unit price, lump sum, extensions, and totals as appropriate.

The Owner reserves the right to reject any or all Tenders or to accept any Tender should it be deemed in its best interest to do so. Tenders which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, erasure, alterations (unless properly and clearly made and initialed by the Bidder's signing officer) or irregularities of any kind, may be rejected as non-compliant.

The Bidder or an authorized designate must sign the Form of Tender document in the spaces provided. If a joint Tender is submitted, it must be signed and sealed separately on behalf of each Bidder.

3.2 Mandatory Submission Requirements

Bidders will be disqualified for failing to provide any of the Mandatory Submission Requirements listed below.

- i. Part 8: Form of Tender (signed and dated by the firm's representative with the authority to bind the corporation)
- ii. Specification Form (Yes or No must be indicated for each item)
- iii. Include copies of all Addenda and acknowledge each one with the Bidder's signature.

3.3 Alteration or Withdrawal of Tenders

An alternate Tender submitted at any time prior to the Submission Deadline shall supersede and invalidate all Tenders previously submitted by the Bidder for this Request for Tender.

Bidders may withdraw a submitted Tender at any time prior to the Submission Deadline. To withdraw a Tender prior to the Submission Deadline, the Bidder must send confirmation in writing to the RFT Contact, signed by the Bidder's representative with the authority to bind the corporation.

The withdrawal of a Tender prior to the Submission Deadline does not disqualify a Bidder from submitting another Tender for the same Request for Tender.

3.4 Unbalanced Tenders and Discrepancies

Tenders that contain prices that appear to be so unbalanced that they adversely affect the interests of the Owner, may be rejected.

Wherever the amount tendered for an item does not agree with the extension of the Tender quantity then the tendered unit price shall govern.

The Owner may correct any mathematical discrepancies in confirming the correct **Total Tender Price**. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the **Total Tender Price** shall be corrected accordingly.

3.5 Questions and Addenda

The Owner will use the following process regarding any Bidder question or other request for clarification regarding any aspect of the RFT:

Bidders must submit requests for clarification or questions to the RFT Contact.

RFT Contact

Melanie Oates – Public Works Administrative Assistant

1123 North Shore Road
Algonquin Highlands, ON K0M 1S0
Phone: 705-489-2379 ex. 352
Email: moates@algonquinhighlands.ca

Bidders and their representatives are not permitted to contact any other employees, officers, agents, elected officials, or other representatives of the Owner, other than the RFT Contact listed above, concerning matters regarding the RFT.

No oral interpretation shall be effective to modify any of the provisions of the Request for Tender Documents. All requests for interpretation shall be made in writing to the RFT Contact.

Should a Bidder find discrepancies in, or omissions from the Request for Tender Documents, the Bidder shall immediately notify the RFT Contact who may send a written instruction to all Bidders by way of addenda.

In the communication with the RFT Contact, reference a specific section or page number of this RFT.

Requests for clarification and questions must be submitted prior to **4:30 p.m., November 19 2024**, the Question Deadline. Questions and inquiries submitted after the Questions Deadline may not be addressed.

Response to Questions

The Owner will make reasonable efforts to provide Bidders with written responses to questions that are submitted in accordance with the Bidder Questions section, subject to the provisions of this section.

Questions and answers will be distributed in numbered addenda to Bidders. In answering a Bidders question(s) in any addenda, the Owner will set out the question(s), but without identifying the Bidder that submitted the question(s). Also, the Owner may, in its sole discretion:

- i. edit the question(s) for clarity,
- ii. exclude any question(s) that are either unclear or inappropriate,
- iii. provide a single, consolidated answer to similar questions from various Bidders,
- iv. Where an answer results in any change to the RFT, such answer may be formally documented through the issue of a separate addendum reflecting that change

Addenda

The Owner will only amend or supplement the RFT by issuing an addendum. Any amendment or supplement to the RFT made in any other manner will not apply to the RFT.

Bidders shall acknowledge receipt of all addenda by signing the addenda in the applicable space and submitting all pages of the addenda with the Tender submission. Failing to submit all acknowledged addenda with the Tender will result in the Tender being rejected for non-compliance.

All Addenda will be posted on the Township of Algonquin Highlands website.
www.algonquinhighlands.ca

It is the responsibility of the Bidder to acquire all Addenda that are issued. The Bidder is solely responsible to:

- i. make any required adjustments to their Tender; and
- ii. acknowledge the addenda by submitting a signed copy of each addendum issued with their Tender submission

3.6 Contract Award Procedures

The Award of this Contract is subject to the approval authority as defined by the Owner's Purchasing Bylaw.

The Owner shall notify the Successful Bidder within 90 days of the Submission Deadline of the acceptance.

Notice of acceptance of the Tender will be sent by email.

3.7 Pre-Conditions of Award

Following notification of intent to Award, the Successful Bidder must deliver the following documents as instructed by the Owner, within fourteen (14) calendar days of receiving written notice.

- i. A certified copy of the firms **Commercial General Liability** insurance. (See section 4.8 for complete detail)
- ii. A certified copy of the firms **Automobile Liability** insurance. (See section 4.8 for complete detail)
- iii. A Certificate from the Workplace Safety Insurance Board validating proof of coverage and good standing.
- iv. Completed copy of the Owner's Contractor Policy
 - o Upon notification of Award, Supplier's must comply with the Owner's Contractor Policy (Approved by By-Law Number: 2012-56) and complete the Contractor Policy Acknowledgement Statement found at the following link
https://www.algonquinhighlands.ca/media/5kal1nsm/contractor_policy_2014-1.pdf
- v. Original copies of the Contract, executed by the Supplier

3.8 Payment Terms

Payment will be made in response to the Supplier's invoice following delivery of the trailer. Payment to the Supplier shall be verified by the Owner's Contract Administrator or designate.

3.9 Tax

Unit and/or lump sum prices shall not include the Harmonized Sales Tax. The Owner shall comply with the Harmonized Sales Tax (HST) legislation as enacted in the Federal Excise Tax Act (EAT), which came into effect on July 1, 2010.

All prices tendered shall include applicable customs, duty, freight, insurance, and all other charges of every kind attributable to the work.

Changes to Government Taxes

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Where a change in Canadian Federal or Provincial taxes occurs after the Submission Deadline for this Request for Tender, and this change could not have been anticipated at the time of bidding, the Owner will increase or decrease the Contract payment to account for the exact amount of tax change involved.

Claims for compensation for additional tax cost shall be submitted by the Supplier to the Owner. Such claims for additional tax costs shall be submitted not later than 30 days after the date of acceptance of work.

Where the Supplier benefits from a change in Harmonized Sales Tax, the Supplier shall submit to the Owner, a statement of such benefits. This statement shall be submitted not later than 30 days after the date of acceptance of the work.

The Owner reserves the right to adjust the final Contract payment to compensate for the estimated benefit from decreased tax costs.

Part 4: Terms and Conditions

4.1 Contract & Agreement

It is expected that the Lowest Compliant Bidder, if any, will be invited to sign a Contract setting out the terms and conditions that will apply to the work.

The Agreement set out in this Request for Tender Document is the form that the Owner intends to use as the basis for the final Contract with the Successful Bidder. The Request for Tender Documents, and the submitted Tender form the Agreement.

If a Bidder objects to any aspect of the Agreement, the Bidder is strongly encouraged to raise issues or propose changes to the Agreement during the submission of questions process as per the Questions and Addenda section.

4.2 Irrevocability Period

Tenders shall be irrevocable and valid for acceptance by the Owner for a period of ninety (90) days after the Submission Deadline.

4.3 Award

It is the Owner's intention to Award to the Lowest Compliant Bidder, excluding HST, if the Total Tender Price is within the allocated budget.

The Owner's Purchasing Bylaw and procedures will apply for the issuing, receiving, opening, and reviewing of Bids with respect to this RFT.

The Owner reserves the right to not Award to the lowest or any Bidder if it is determined that the cost of completing the work exceeds the approved budget.

All Tenders are prepared at the sole risk and cost to the Bidder.

The Bidder will receive a notice of intent to Award by email. That notice constitutes the Owner's acceptance of the Successful Bidder's Tender. The Contract between the Owner and the Successful Bidder shall be executed within 14 days of the Successful Bidder receiving notice of intent to Award.

Notwithstanding and without restricting the generality of the statements above, the Owner shall not be required to Award or accept a Tender and may choose to either cancel the Request for Tender or recall the Request for Tender at a later date if:

- i. Only one Bid has been received as the result of a Request for Tender or,
- ii. The Lowest Compliant Bid exceeds the approved budget for the supplies or services or,
- iii. A change in the scope of work or specifications is required

4.4 Contract

The Request for Tender, the Supplier Tender, and the bill of sale provided by the Supplier for the Contract.

4.5 Conflict of Interest

For the purposes of this RFT, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- i. in relation to the RFT process, the Bidder has an unfair advantage or engages in conduct, directly, or indirectly, that may give it an unfair advantage, including but not limited to
 - Having, or having access to, confidential information in the preparation of its response that is not available to other Bidders;
 - Communicating with any person with a view of influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process); or
 - Engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFT process or render that process non-competitive or unfair; or
- ii. in relation to the performance of its contractual obligations under a Contract for the work, the Bidder’s other commitments, relationships, or financial interests
 - Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its Contractual obligations.

4.6 Disqualification for Conflict of Interest

The Owner may disqualify a Bidder for any conduct, situation, or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above.

4.7 Clarification of Tender

The Owner shall have the right at any time after the Submission Deadline to seek clarification from any Bidder in respect of that Bidder’s Tender, without contacting any other Bidder. The Owner shall not be obligated to seek clarification of any aspect of any Tender.

Any clarification sought shall not be an opportunity for the Bidder to either correct errors or to change the Bidder’s Tender in any substantial manner. Subject to the qualification in this provision, any written information received by the Owner from a Bidder in response to a request for clarification from the Owner may be considered to form an integral part of the Bidder’s Tender, at the Owner sole discretion.

4.8 Verification of Information

The Owner may:

- i. verify any Bidder's statement or claim made in the Bidder's Tender or made subsequently in any subsequent communication by whatever means the Owner may deem appropriate, including contacting persons in addition to those offered as references;
- ii. reject any Bidder's statement, claim, or Bid, if such statement, claim, or Tender is patently unwarranted or is doubtful; or
 - (a) access the Bidder's premises where any part of the work is to be carried out to confirm Tender information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Bidder and the Owner shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

4.9 Insurance

Commercial General Liability insurance including premises and all operations for an amount not less than **five million (\$5,000,000) dollars** per occurrence, including The Corporation of the Township of Algonquin Highlands as additional insured. This coverage applies to:

- third party bodily injury
- property damage
- products and completed operations
- contractual liability
- personal injury
- non-owned automobile

Automobile Liability insurance including all vehicles and commercial trailers owned and/or leased by the Supplier for an amount no less than **five million dollars (\$5,000,000.00)** covering all vehicles and commercial trailers used in any manner in connection with the performance of the terms of the Contract.

The following will apply:

Prior to commencing any work with the Owner, the Successful Bidder will be required, upon request, to provide evidence of insurance coverage according to the insurance conditions set out in this section. The certificate of insurance should identify the Contract title, policy holder, and scope of work. Insurance obtained and continuously carried during the term of the Contract is at the Successful Bidder's and/or subcontractors' own expense and cost.

All insurance policies shall be in a form and in amounts satisfactory and with insurers acceptable to the Owner and shall remain in effect for the duration of the Contract.

The Supplier and each of its subcontractors shall provide, at their own cost, any additional insurance that it is required by law to provide or which it considers necessary.

Similar evidence of renewals, extensions, or replacement of said policies, upon request, shall be forwarded to the Owner, at least fifteen (15) days prior to their renewal extension or replacement. A certificate of insurance provided by the Successful Bidder or Supplier shall not contain any disclaimer whatsoever.

4.10 Workplace Safety and Insurance Board (WSIB) Requirements

WSIB is required to be provided by the Successful Bidder prior to Award and commencement of work.

4.11 Health and Safety

All work shall be carried out in compliance with all governing regulations including the Occupational Health and Safety Act and its regulations. The Supplier shall ensure employees and subcontractors are aware of and comply with such regulations.

4.12 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to records in the custody or control of the Owner, and includes any information provided by Bidders in connection with this RFT. Such information may be subject to requests for access under that Act and can only be withheld from disclosure, determined by the exemptions listed in the Act.

The Bidder should identify any information in their Tender that, if disclosed to any other person, would harm that Bidder's competitive position. Generally, only specific portions of a Tender should be identified.

4.13 Ontario/Canadian Laws

The RFT and the Bidder's Tender will be interpreted according to the laws of Ontario and the Federal laws of Canada.

4.14 Personal Information

Personal Information shall be treated as follows:

- i. **Submission of Information** – The Bidder should not submit as part of its Tender any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Owner request such information, the Owner will treat this information in accordance with the provisions of this section and will maintain the information for a period of time as defined by the Owner's Record Retention Bylaw.
- ii. **Use** – Any personal Information that is requested from Bidders by the Owner shall only be used:
 - a. to select the Successful Bidder;

- b. to confirm that the work performed is consistent with their qualifications;
 - c. for any audit of this procurement process; and
 - d. in the case of the Supplier, for Contract management purposes.
- iii. **Consent** – It is the responsibility of each Bidder to obtain the consent of such individuals prior to providing the information to the Owner. If any personal information is disclosed to the Owner by a Bidder, the Owner will consider that the appropriate consents have been obtained for the disclosure to and use by the Owner of the requested information for the purposes described.

4.15 Debriefing

Bidders are entitled to request a debriefing meeting with the Owner. Such requests must be made to the Owner within 60 Days following the date of posting of a Contract Award notification in respect of the RFT.

Debriefing may be held virtually, by telephone, in person, or by email, unless otherwise agreed.

4.16 Supplier Performance Evaluation

Supplier performance is critical to the success of the Owner's projects. The Owner has adopted a performance evaluation procedure. The Supplier's performance may be ranked at completion of the Contract or more frequently if deemed necessary.

The Contract Administrator in consultation with the appropriate staff will complete the ranking. Once the ranking has been completed, a meeting may be set up by the Owner with the Supplier to discuss the overall ranking.

The Supplier's performance will be monitored during the Contract. If issues arise regarding the Supplier's performance, they will be documented and reviewed with the Supplier. A plan to remedy the Supplier's performance will be provided to the Supplier. Monitoring will continue with regular documented check-ins to ensure performance improves.

Should the Supplier's performance fail to improve and rank poorly on the final evaluation, a meeting will be set up with the Supplier to review the ranking.

As a result, a recommendation may be made to disqualify the Supplier from bidding on future projects for up to three years or place the Supplier on a two-year probation which would entail extensive monitoring. In the event of a dispute over the final ranking, the Supplier will have 20 days in which to appeal the decision in writing to the Owner.

4.17 Bid Protest Procedure

To submit a Bid Protest, the Bidder must:

Provide a detailed description of the Bid Protest, including the desired remedy; and

Provide any additional relevant background information. All Bid Protest documentation must be addressed to the RFT Contact.

Once a Bid Protest has been received, the RFT Contact shall review the matter and consult with the Owner. The RFT Contact will complete the review with the Owner in an appropriate time frame, but generally within 90 days of receiving the Bid Protest. The time frame may be extended based on the complexity of the Protest or extenuating circumstances.

The RFT Contact will then prepare in coordination with the Owner, a written decision regarding the matter and will send a copy of that decision to the Bidder that submitted the Bid Protest.

In all cases:

The Owner shall seek to resolve the Bid Protest with the Bidder through consultation (to the extent feasible and reasonable); and

The Owner will accord impartial and timely consideration to the Bid Protest in the matter that is not prejudicial to the Bidders participation in ongoing or future Procurement Processes.

Filing a Bid Protest does not affect a Bidders ability to participate in ongoing or future procurement opportunities with the Owner.

4.18 Accessibility

According to the Accessibility for Ontarians with Disabilities Act (AODA), effective January 1, 2021, all documents published on municipal websites must meet the **Website Content Accessibility Guidelines 2.0 Level AA**. To ensure that these guidelines are met, the Owner shall request the Supplier provide an AODA compliance report for all public-facing materials.

The Owner is committed to ensuring that accessible goods and services are purchased as required under The Accessibility for Ontarians with Disabilities Act, 2005 O. Reg. 191/11; Integrated Accessibility Standard where:

- i. accessibility would impact the successful use of the good or service by the public or staff;
- ii. or where a lack of accessibility would have direct impact on the success of an Owner's project.

4.19 No Guarantee of Volume of Work or Exclusivity of Contract

The Owner makes no guarantee of the value or volume of work to be assigned to the Successful Bidder. Any Contract executed with the Successful Bidder will not be an exclusive Contract. The Owner may Contract with others for the same or similar goods and or services to those described in this RFT or may obtain the same or similar goods and or services internally.

4.20 Indemnification

The Supplier agrees that the Owner, its elected members of council, directors, officers, employees, agents and volunteers shall not be liable for any injury or damage including but not limited to death, property loss, or damage sustained by the Supplier or its partners, directors, officers, employees, agents, contractors and sub-contractors or any other third party that is in any way attributable to anything done or omitted to be done by the Supplier in the performance of the services under this Contract.

The Supplier hereby agrees that it shall at all times indemnify, defend and save harmless the Owner, including its elected members of council, directors, officers, employees, agents and volunteers, successors and assigns, from and against all actions, claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted that is in any way attributable to anything done or omitted to be done by the Supplier, including its partners, directors, officers, employees, agents, contractors or sub-contractors in connection with the services performed, purportedly performed or required to be performed by the Supplier under this Contract.

4.21 Contract Termination

If the Supplier 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 Supplier makes a general assignment for the benefit of its creditors; then, in any such case, the Owner may, without notice, terminate the Contract.

If the Supplier;

- i. fails to comply with any request, instruction or order of the Owner;
- ii. or fails to pay its accounts;
- iii. or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities relating to the work;
- iv. or fails to complete the work with skill and diligence;
- v. or fails to correct identified issues addressed during the performance review process;
- vi. or assigns or sublets the Contract or any portion without the Owner's written consent;
- vii. or refuses to correct work that does not meet the Contract's defined requirements;
- viii. or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract,

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the Owner may, upon expiration of ten (10) calendar days from the date of written notice to the Supplier, terminate the Contract.

Any termination of the Contract by the Owner, shall be without prejudice to any other rights or remedies the Owner may have.

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

- i. take possession of all the work in progress and finish the work by whatever means deemed appropriate under the circumstances;
- ii. withhold any payment to the Supplier until its liability to the Owner is ascertained;
- iii. recover from the Supplier's loss, damage and expense incurred by the Owner by reason of the Supplier's default. (which may be deducted from any monies due or becoming due to the Supplier or added to any balance to be paid by the Supplier to the Owner).

Part 5: Form of Tender

This form is a mandatory submission requirement.

This Tender is submitted by:

Supplier Information

Name of Firm or Individual (Hereinafter referred to as the Supplier)

Mailing Address

Email

Phone Number

Cell Number

Name and Position of Individual Signing for the Firm

HST Registration Number

WSIB Account Number

To the Members of Council;

I/We, the undersigned declare that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the Contract proposed to be undertaken.

I/We further declare that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm, or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that no member of Council or any other Officer of the Owner is or will become interested directly, or indirectly, as a Supplier 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 in any of the monies to be derived therefrom.

I/We have read sections 5.6, 5.7, and declare that no Conflict of Interest exists.

I/We further declare that the named Firm, Individual, outside contractors, consultants, or subcontractor are not currently involved in litigation with the Owner.

I/We further declare that any and all addenda issued for this Request for Tender have been signed, dated, and submitted as part of this Tender.

Request for Tender CTY-AH-2024-8

I/We acknowledge that failure to submit any mandatory submission requirements, including addenda will result in the Tender being rejected for non-compliance and will not be considered for Award.

I/We further declare that the several matters stated in the said Tender are in all respects true.

I/We further declare that I/We having read, understood and accepted the Request for Tender Documents, each and all of which forms part of this Tender, hereby offer to furnish all equipment, tools, labour, apparatus; all materials, except as otherwise stated in the Contract; including in every case freight, duty, exchange and harmonized sales tax, effective on the date of the acceptance of the Tender, and to complete the work in strict accordance with the Request for Tender Documents and Tender for the sums calculated in accordance with the Financial Tender.

I/We agree that this offer is to continue open for acceptance until the formal Contract is executed by the Successful Bidder for the said work or until forty-five (45) calendar days after the said Submission Deadline, whichever event first occurs; and that the Owner may, at any time within that period, without notice, accept this Tender whether any other Tender has been previously accepted or not.

I/We agree that the awarding of this Contract is based on the acceptance of this Tender by the Signing Authority of the Owner outlined in the Owner's Purchasing Policy bylaw.

I/We hereby agree that notification of acceptance of this Tender shall be in writing and will be sent by email and if sent in this manner, acceptance shall be deemed to have been made on the date of the email of such notification.

Supplier Representative (Please Print)
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Date (day/month/year)

Form of Tender

Specification Form: This form is a mandatory submission requirement

Bidders must indicate Yes or No. Leaving a space blank will result in the Bid being rejected for non-compliance. The Bidder may include additional information, but it is not mandatory.

Item	Description	Yes	No	Addition Information
1	Enclosed aluminum frame trailer			
2	8.5 wide – 24 long/ 46.5” wedge, with beaver tail			
3	Interior width 97” (82” b/w wheel wells)			
4	Curbside door flush back hinges			
5	Platform height 22”			
6	Drop axels (2) 3500lb.			
7	Brakes all electric			
8	Break away kit rechargeable gel cell.			

Specification Form: This form is a mandatory submission requirement

Item	Description	Yes	No	Additional Information
9	Hitch Ball 2 5-16			
10	Payload capacity 3665 kg or greater			
11	Exterior lights L.E.D. stop, turn, tail and markers.			
12	Rear door NXP single latch			
13	Roof structure, seamless aluminum			
14	Marine grade plywood deck			
15	3500lb electric jack (A frame)			
16	48" stone guard			
17	Equipped with side ventilation			
18	LED interior light package			

Specification Form: This page is a mandatory submission requirement

Item	Description	Yes	No	Additional Information
19	Ramp door, marine plywood.			
20	Stabilizer jacks rear.			
21	Rear Skid plates, set of two welded.			
22	E-track is recessed in floor			
23	Manual roof vent with max flow covers			
24	3/8 plywood walls			
25	two aluminum grab handles on rear door			
26	Tire mount, interior. Installed			
27	Minimum 3-year warranty			
28	Delivery before January 31, 2025. Please specify the expected delivery date.			

