



The Corporation of the City of North Bay

Request for Quotations

For

Winter Control & Plow Routes

Request for Quotation No.: **RFQ 2024-082**

Issued: **September 23, 2024**

Submission Deadline: **October 11, 2024; 1:00 P.M.**

***** ELECTRONIC BID SUBMISSIONS ONLY *****



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UNDER SEPARATE ATTACHMENT:

APPENDIX D – Form of Agreement

Referenced Documents:

- 2024-082 Attachment A – Area 5 – Patrol Template
- 2024-082 Attachment B – Area 5 – 20 Peninsula Road Plow Route
- 2024-082 Attachment C – Area 5 – 20 Aerial
- 2024-082 Attachment D – Area 5 – 22 Four Mile Plow Route
- 2024-082 Attachment E – Area 5 – 22 Aerial



PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by The Corporation of the City of North Bay (“the City”) to prospective respondents to submit non-binding quotations for the Winter Control Plow Routes, as further described in the RFQ Particulars (Appendix C) (the “Deliverables”).

1.2 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix D) (the “Agreement”). It is the City’s intention to enter into a contract with only one (1) legal entity.

The term of the contract is to be for a period of one (1) Winter Season (November 1, 2024 – April 30, 2025, with an option in favour of the City to extend the contract on the same terms and conditions for an additional term of up to one (1) addition season. Any extension is subject to acceptance by both the City’s Site Authority and the selected respondent’s representative. Rates for extension years will be negotiated with annual increases no more than the Ontario Index for all items based on Statistics Canada. Table 18-10-0004-01 Consumer Price Index, monthly average, not seasonally adjusted based on the 12 months immediately preceding the renewal date.

1.3 RFQ Timetable

Issue Date of RFQ	September 23, 2024
Deadline for Questions	October 3, 2024; 4:00 P.M.
Deadline for Issuing Addenda	October 8, 2024
Submission Deadline	October 11, 2024; 1:00 P.M.
Anticipated Execution of Agreement	October 25, 2024

The RFQ timetable is tentative only and may be changed by the City at any time.

1.4 Bidding System Registration

The City will only consider quotations received from respondents who have registered with the City’s electronic bidding system at <https://cityofnorthbay.bidsandtenders.ca> (the “Bidding System”) and have obtained the RFQ directly from the Bidding System.

All respondents must establish a Bidding System account and be registered as a Plan Taker for the bid opportunity, which will enable the respondent to download the RFQ, to receive addenda email notifications, download addenda and to submit their quotation electronically through the Bidding System.



1.5 RFQ Contact and Respondents' Questions

1.5.1 RFQ Contact

For the purposes of this procurement process, all communications in relation to this RFQ must be made to the RFQ contact through the Bidding System, unless specifically instructed within the RFQ document.

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than the RFQ Contact. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent's quotation.

Post bid closing communications in relation to this RFQ may be made to purchasing@northbay.ca.

1.5.2 Respondents' Questions

Prior to the Deadline for Questions, respondents may ask questions or seek additional information in relation to this RFQ through the Bidding System using the "Submit a Question" link associated with this bid opportunity. The City will not accept respondent's questions or requests for information by any other means, except as specifically stated in this RFQ.

1.6 Submission of Quotations

1.6.1 Electronic Submission Only

Quotations must be submitted electronically through the Bidding System. The City will not accept quotations submitted by any other method.

1.6.2 Quotations must be Received on Time

Quotations will only be accepted if they are received by the Bidding System by no later than the Submission Deadline. The Submission Deadline will be determined by the Bidding System clock. The timing of the quotation submission is based on when the quotation is **received** by the Bidding System, regardless of when the respondent began the submission process. Onus and responsibility rest solely with the respondent to ensure its quotation is received by the Bidding System by no later than the Submission Deadline.

Respondents are advised that transmission of quotations can be delayed due to file transfer size, transmission speed and other issues. Respondents are strongly encouraged to allow sufficient time to upload their quotation submission and attachment(s), if applicable, and to resolve any issues that may arise. Respondents making submissions near the Submission Deadline do so at their own risk.

The Bidding System will send a confirmation email to the respondent advising that their quotation was successfully received.

1.6.3 Acknowledgement of Addenda

It is the responsibility of the respondent to have received all addenda to this RFQ that have been issued by the City through the Bidding System. Respondents will be required to check



a box for each addendum and any applicable attachments that have been issued before a respondent can submit their quotation in the Bidding System.

Respondents must check the Bidding System for any addenda up until the Submission Deadline.

If a quotation is submitted before an addendum is issued, the Bidding System will automatically withdraw the quotation and identify the status of the quotation as incomplete (not accepted by the City). The withdrawn quotation can be viewed by the respondent in the “MY BIDS” section of the Bidding System. The respondent is solely responsible for:

- (a) reviewing the status of their quotation;
- (b) making any required adjustments to their quotation;
- (c) acknowledging the addendum; and
- (d) ensuring the quotation is re-submitted and received by the Bidding System by no later than the Submission Deadline.

The City will not be responsible for the withdrawal of a quotation due to the respondent's failure to acknowledge any addenda issued prior to the Submission Deadline.

1.6.4 Amendment of Quotations

If a respondent wishes to amend an already submitted quotation prior to the Submission Deadline, the respondent may withdraw the submitted quotation and submit a revised quotation prior to the Submission Deadline through the Bidding System. The respondent is solely responsible for ensuring that the revised quotation is received by the Bidding System by no later than the Submission Deadline.

1.6.5 Withdrawal of Quotations

At any time throughout the RFQ process, a respondent may withdraw a submitted quotation. Prior to the Submission Deadline, the respondent may withdraw the submitted quotation through the Bidding System. To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. The City is under no obligation to return withdrawn quotations.

[End of Part 1]



PART 2 – EVALUATION

2.1 Stages of Evaluation

The City will conduct the evaluation of quotations in the following stages:

2.2 Stage I Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be excluded from further consideration. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix C).

2.3 Stage II Mandatory Technical Requirements

The City will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix C) have been met. Questions or queries on the part of the City as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.4 Stage III Pricing

Stage III will consist of scoring of the submitted pricing in accordance with the price evaluation method set out in Pricing (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, compliant respondents will be ranked based on the price evaluation. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be determined by way of a coin toss.

The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix C), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]



PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

3.1.2 Quotations in English

All quotations are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's quotation should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's quotation but not attached will not be considered to form part of its quotation.

3.1.4 References and Past Performance

In the evaluation process, the City may consider the respondent's past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFQ Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Quotation to be Retained by the City

The City will not return the quotation or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the successful respondent. The agreement to be negotiated with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ



Respondents should promptly examine all of the documents comprising this RFQ and should report any errors, omission or ambiguities through the Bidding System prior to the Deadline for questions. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than by addenda issued by the RFQ Contact through the Bidding System. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.2.2 All New Information to respondents by Way of Addenda

This RFQ may be amended only by addendum. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum through the Bidding System. Each addendum forms an integral part of this RFQ.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating quotations, the City may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation, including but not limited to clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section C of the RFQ Particulars (Appendix C). The City may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once an agreement is executed by the City and a respondent, the other respondents may be notified directly in writing and will be notified by public posting in the same manner that this RFQ was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Unsuccessful respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the respondent in presenting a better quotation in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFQ process, it should provide written request for review in writing within sixty (60) days from notification of the outcome of the procurement



process to the RFQ Contact. The notice must provide a detailed explanation of the respondent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to;
 - i. having, or having access to, confidential information of the City in the preparation of its quotation that is not available to other respondents, or
 - ii. communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or
 - iii. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair, or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests';
 - i. could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - ii. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

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

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a respondent, rescind a notice of selection or terminate a contract subsequently entered into if the City determines that the respondent has engaged in any conduct prohibited by this RFQ, or if the respondent has a claim, demand, action or other legal proceeding against the City or against who the City has a claim, demand, action or other legal proceeding with respect to any previous or existing Contract, except where such circumstances as deemed necessary by the City's Chief Administrative Officer.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).



3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the City; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.4.8 Past Performance or Past Conduct

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above; or
- (b) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (c) the refusal of the supplier to honour its submitted pricing; or
- (d) the respondent has not complied with and/or satisfactorily performed the requirements of a previous Contract.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the respondent to the City immediately upon the request of the City.



3.5.2 Confidential Information of Respondent

Respondents are advised that the City is governed by Ontario’s Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”) and information submitted to the City in response to this RFQ may be subject to disclosure under MFIPPA. A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City and is advised to consult with their own legal advisors regarding the appropriate way to identify such information. The City will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal. Respondents are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFQ process, including the evaluation of bids. If a respondent has any questions about the collection and use of information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the City by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The City may cancel or amend the RFQ process without liability at any time.



3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

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APPENDIX A – SUBMISSION FORM

Respondents should refer to the instructions attached to the solicitation for the Appendix A - Submission Form requirements and provide that information in accordance with the instructions provided in the bidding system.

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APPENDIX B – PRICING

1. Instructions on How to Provide Pricing

- (a) Respondents should provide the information requested under section 3 below (“Required Pricing Information”)
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which will be in addition to the price quoted.
- (c) Rates quoted by the respondent must be all-inclusive and must include all labour, material and equipment costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (d) The quantities indicated are estimated only and may be subject to change. The quantities are intended to be reflective of the annual requirements. The actual quantities under this contract are as & when required, with no fixed amounts implied or available.

2. Evaluation of Pricing

Pricing will be evaluated based on the lowest total price for the respondent who is compliant with all the Deliverables as stated within this RFQ.

3. Required Pricing Information

Respondents shall complete the Bidding System Schedule of Prices.

Pricing for all allowances and provisional items will be included in the calculation for the evaluation of pricing. The Respondent is not entitled to payment of allowance and provisional items except for additional work carried out in accordance with the contract as directed by the City in writing and only to the extent of such additional work.



APPENDIX C – RFQ PARTICULARS

A. THE DELIVERABLES

The City of North Bay Public Works Department would like to secure an experienced, qualified contractor(s) to maintain two plow routes within the City of North Bay City Limits throughout the 2024 – 2025 winter control season. The successful contractor(s) would be responsible to ensure compliance is met with O. Reg. 239/02: MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS ('MMS') on a twenty-four (24) hour basis, seven (7) days a week basis or when required by the Contract Administrator. All operations shall commence within the defined response time for Plowing and or Sanding. All resources including personnel, equipment, abrasives and weather monitoring equipment must be supplied by the successful contractor(s).

The CNB reserves the right to award a plow routes to different contractors.

The Level of Service

The following Sections from the [MMS](#) are required to be fulfilled by the Contractor under this contract:

1. Patrolling

- Patrolling must be completed on a reoccurring schedule within the timelines set out in Section 3 of the MMS. The patrols must identify whether the road is acceptable (meets compliance) or requires service (does not meet compliance). Details for deficiencies identified must be documented in detail. When resolved, the resolution to the deficiency must be noted with action and time/ date. (Template included as an attachment). CNB records show all roads within the plow routes are “class 5” roads with the exception of Carmichael Dr (Airport to Four Mile Lake Rd) and Four Mile Lake Road (Carmicheal to HWY 63) which are both “class 4” roadways.

1.1 Weather monitoring

- Weather monitoring must be conducted and documented by using at minimum 1 reputable weather monitoring site (i.e. Environment Canada). All data must be documented in accordance with the timelines in the MMS and forwarded to the CNB throughout the winter season on a weekly basis.

2. Snow accumulation

- The successful contractor will be responsible to deploy resources within the timelines set out in the MMS or as soon as practically possible once becoming aware. The successful contractor will be responsible for documenting plowing activities on a “Activity Log.” All activity logs must include the following:
 - Date
 - Operator Name
 - Current weather conditions



- Temperature
- Route #
- Unit #
- Road name
- Road segment (start and end points)
- Time the segment was maintained
- Activity Type (plow/ sand/ both etc)
- Material Spread

3. Ice Formation on roadways and icy roadways

- The contractor will be responsible to deploy resources within the timelines set out in the MMS or as soon as practically possible once becoming aware. The successful contractor will be responsible for documenting plowing activities on a “Activity Log.” All activity logs must include the following:

- Date
- Operator Name
- Current weather conditions
- Temperature
- Route #
- Unit #
- Road name
- Road segment (start and end points)
- Time segment was maintained
- Activity Type (plow/ sand/ both etc)
- Material Spread

* Please note the “activity log” can be the same for both Section 2 and 3.

ALL DOCUMENTATION TO THE ABOVE NOTED SECTIONS ABOVE MUST BE FORWARDED TO THE CNB ON A DAILY BASIS (WITH THE EXCEPTION OF WEATHER MONITORING) TO CONFIRM COMPLIANCE. IN ADDITION, THE CONTRACTOR MUST HAVE A CNB SUPPLIED AVL SYSTEM INSTALLED IN ALL THE SNOW PLOWING EQUIPMENT AND ALL PATROLLING EQUIPMENT.

B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFQ, if any, are set out below.

Personnel



The successful contractor shall provide Qualified Operators that are competent to operate the equipment provided by the successful contractor. The City may evaluate the knowledge and skills of the individual operating the successful contractor’s equipment, at any time. Failure to pass any portion of the evaluation may eliminate that individual, and ultimately the successful contractor, from continuing the Contract. The City, acting reasonably, shall have the right to refuse any individual who, in the sole opinion of the Contract Administrator, is not **“Qualified”**.

Without the approval of the Contract Administrator, each operator shall be designated to one (1) area only.

The operators shall have a minimum one (1) season experience of plowing municipal roads and or Provincial roads and the successful contractor shall properly train the operators before any plowing operations commence through a Winter Control School. Proof of Training documents must be provided to the Municipality.

The successful contractor shall notify the Contract Administrator and submit a proof of Operator Qualifications, for any new operators it plans to utilize, five (5) Days prior to that operator being used.

The City, in its discretion, may review the competence of any operator to perform the tendered Work or associated activities. This may entail testing on the operation of any equipment that the person may be required to operate, a review of driving skills, written and eye examinations.

The operator shall complete Activity Sheets while performing maintenance during each trip.

Qualified Operators

Prior to operators performing any work on this contract the following designated operators form will be provided to the contract administrator.

DESIGNATED OPERATORS FORM			
Area #	Item #	Item Description	Designated Operator Names
Area 5	5-20	Peninsula Route	
Area 5	5-22	4-Mile Route	

Prepared by _____ Date _____ Signature _____



Equipment - Combination Plow (Tandem Truck, Front mounted Plow, Wing with Sanding Unit)

Tandem Truck

The following minimum requirements are applicable to **all licensed equipment** tendered in this Contract. All plows, spreaders and combination units under this contract will be considered Commercial Vehicles under the Highway Traffic Act.

- 1) The unit(s) shall be of sufficient mechanical and physical condition to carry out all operations required by the Contract Administrator.
- 2) The equipment as listed in the Equipment Schedule which forms a part of this Contract shall not be substituted except with the permission of the City.
- 3) All combination plow/spreader trucks must be equipped with tandem rear axles.
- 4) The unit(s) shall display a valid sticker indicating that it has passed a current Periodic Mandatory Commercial Vehicle Inspection (PMVCI) dated after September 1 in each year of the Contract. Stickers must be valid for the duration of the winter season.
- 5) All trucks must have sufficient manufacturers' Gross Vehicle Weight Rating (GVWR) to cover the weight of the complete unit (*as further specified in items 7, 8, and 9 of this section*). This includes the weight of the cab and chassis, dump box, ballast, all snowplow equipment including the plow and wing and if required equipped for spreading, the spreader body and the full load of spreading material.
- 6) All trucks equipped with plow equipment must have front axle with a minimum 7,272 kg (16,000 lbs.) manufacturer's Gross Axle Weight Rating (GAWR). Notwithstanding this, the load on the front axle must not exceed the manufacturer's rating. All trucks with spreader equipment only shall have a front axle with a minimum 7,272 kg (16,000 lbs. manufacturer's rating and Gross Vehicle Weight shall not exceed the Highway Traffic Act limit regulation with the aggregate reduction of 1,500 kg applied.
- 7) Tandem rear axle plow trucks shall have a manufacturer's GVWR of 24,490 kg (54,000 lbs.) minimum.
- 8) Tandem rear axle plow trucks with a set-back front axle shall have a manufacturer's GVWR of 25,400 kg (56,000 lbs.) minimum.
- 9) All trucks with tandem rear axles shall have full drive on the rear tandem axles. Tag axles will NOT be acceptable.
- 10) Trucks shall have brakes on all wheels and the brake system must not be altered from the manufactured state.
- 11) The truck must be equipped with rear tires having snow traction type tread incorporating the following features:
 - continuous full depth cross tread grooves
 - circumferential full depth tread grooves
 - no continuous solid rib on the tire tread, and
 - good self cleaning characteristicsMud flaps shall be attached behind the rear wheels and fenders shall be along each side of the body.
- 12) The truck engine shall be diesel powered with a manufacturer's certified minimum engine horsepower rating of 240 HP.



- 13) The City may supply a two-way radio to the Contractor to be installed in plows, combination units and spreaders. The City shall retain ownership of the radios and be responsible for the cost of maintenance and installations. The City will coordinate installations and repairs.
- 14) The City reserves the right to supply and install additional equipment to the Contractor's vehicle/equipment at no cost to the Contractor. (example: new technology items AVL/GPS, sensors etc.) The City shall maintain and retain ownership of the additional equipment under evaluation. The City shall retain the right to use this technology for contract administration purpose or any other use the City deems to be appropriate.

Plow Equipment

- 1) Full hydraulic equipment, including front lifting frame, front and rear towers and all necessary bracing and equipment, shall be manufactured from sufficient material and design to meet the requirements of the Work. Non hydraulic equipment can only be used with approval from the City.
- 2) To ensure safe operation, all plows and wings shall be equipped with shoes. Only shoes recommended by the plow/wing manufacturer will be acceptable. A tripping device is required for plows and wings.
- 3) The operation of all the snowplow equipment shall be controlled from within the cab.
- 4) Front one-way plow (hydraulic angle plow is acceptable) with wing plow where required shall have the following equipment and/or features:
 - front frame mounted 12 ft wide (9 ft cleared path) one-way snowplow complete with Tungsten-Carbide tipped blade (ES-511) or equivalent, unless designated otherwise for use on surface treatment highways
 - a side-mounted 12 ft long snow wing with high winging capability to “bench” snow banks
 - a device to carry the weight of the wing up to 75 mm above the height of the gravel shoulders
- 5) Plow shoes on front mounted plows shall maintain a smooth surface over the usable life of the shoe.
- 6) Hydraulic pumps shall run continuously. The pump must have sufficient flow to operate the plow, wing and sander simultaneously.
- 7) Red flag on rear of wing plow and on the nose on the front of the one-way plow or on both points on the reversible plow.
- 8) All combination plow trucks, shall have the following equipment and/or features:
 - Fender tripod mounted 8”convex mirrors on both left and right fenders
 - Front wing post convex mirror (8” or 12”) on both wing post
 - An auxiliary in-cab fan for clearing the windows
 - Passenger side power window
 - A mark to indicate the height of the wing
 - Plow controls within the reach of the operator
 - Large add-on reverse light (minimum 4 ½ utility flood)
 - Upper plow headlights mounted 66” - 75” from ground and spaced 55” - 60” from centre of headlight to headlight



- Headlights shall be halogen or LED
 - Locate radio microphone and controls in reach of the operator when in a normal upright seated position
 - Wing plow conspicuity markers as per ES528002
- 9) All attachments required to operate the plow equipment, including but not limited to plow blades.

Spreader Equipment

The following minimum requirements shall be applicable to all spreader equipment.

Spinners

Maximum height of the spinner(s) from the ground shall be no more than 230 mm (9") with the spreader loaded.

There shall be an apparatus to proportion material onto the spinner. The design of the apparatus shall be capable of proportioning material away from and under the truck.

Hydraulic Pumps For Sanders

The Contractor shall ensure that the hydraulic pump provides adequate flow/pressure to operate the spreader unit at maximum spread rates. Refer to manufacturer's recommendations.

Spreader

The discharge of both salt and sand shall be proportional to the speed of the truck. The kg/km shall be maintained within plus the calibrated rate for each setting within speed range 0 to 40 km/h, except for blast.

The spreader shall be capable of spreading a path of material from 0 to 3.7 m (0 – 12') for single spinner.

Screen

A screen with openings of approximately 76 mm x 76 mm and having a minimum wire size of 9 mm diameter minimum shall be secured in the top opening of the spreader body so as to screen all material entering the body.

Controls

The discharge of the Sand shall be controlled proportionally to road speed at the pre-programmed application rates.

The in-cab control console should have the following functions:

- Spread rate control for granular application
- Spinner speed control
- Spreader on/off button
- Blast button for temporarily increasing application rate
- System power on/off switch

The units should be calibrated to the following application rates:

- Sand: 570 and 855 kg/km



The Standard Application Rate of Sand for North Bay Municipal is: 570 kg/km

For spreaders equipped with an automatic electronic spreader control unit.

Units shall be calibrated for sand and be programmed for the following application rates:

- Sand: 570 and 855 kg/km

The Contractor must be prepared to alter or add to these programmed rates as directed by the Contract Administrator. The City reserves the right to assign identification numbers to each unit.

Provision shall be made in the cab to control:

- Left spinner and cross conveyor on/off
- Right spinner and cross conveyor on/off (dual spinners only if equipped)

Calibration

The Contractor shall complete and sign a “Self-Certification Form for Salt/Sand Spreaders” with inspection date.

The Contractor shall permit the Contract Administrator to test salt/sand spreader calibration performance, at any time during the Contract period, in accordance with the test procedures set forth by the City. For this purpose, the Contractor shall make the salt/sand spreaders available to the City. The City will provide notice of the testing. The Contractor and/or its representatives shall be present during the testing.

Should a salt/sand spreader fail to meet the required performance, the Contractor shall immediately remove the spreader from service and have it re-calibrated. Before the salt/sand spreader is returned to service, the City may have the spreader re-inspected for compliance with the “Salt/Sand Spreader Performance Test Procedures”.

Abrasive Material

Contractor supplied Winter Sand must meet the specifications of [OPSS 1004.07.01](#). In addition, the winter sand must be mixed with 3 – 5% Sodium Chloride (NaCl) rock salt.

In the event pure Sodium Chloride is required, the City will provide the material.

Hours of Work

The Regulations made under the Highway Traffic Act, Section 165(a) Subsection (7) (c) governing ‘Hours on Duty’ shall apply to the operation of the equipment used for routine maintenance operations.

Notwithstanding the above, the Contract Administrator reserves the right to request relief for any operator, regardless of the length of time ‘on duty’ if in the sole opinion of the Contract Administrator the operator does not appear to be fit to operate for any reason.

Damages Caused by Contractor

The Contractor’s insurance shall cover all damages caused by the Contractor’s staff or equipment.

The Contractor must inspect all roadways within the area of operation, noting road surface condition, the location of protruding manholes, catch basins, culvert ends, curbing ends,



signs, guide rails, homes, etc., close to the travelled portion. The Contractor is responsible to repair any damage caused as a result of his operations.

Repairs or replacement of damage to City property or facilities caused by the Contractor shall be the responsibility of the Contractor. The work must be approved by the Contract Administrator.

Repairs or replacement of damage to mailboxes caused by the Contractor shall be the responsibility of the Contractor. If the mailbox has been knocked off the post, the Contractor will be responsible to reinstall. If the mailbox is damaged, a new mailbox of equal value will be supplied and installed. If the mailbox post or support is damaged, the Contractor will replace it with a standard wooden post.

Breakdowns

Any equipment breakdown, or any other event resulting in the stoppage of any work, must be reported to the Contract Administrator within one (1) hour of the occurrence. The Contractor or his representative will estimate the approximate down time anticipated. The Contract Administrator will be notified within one (1) hour of the equipment being repaired and the work being resumed.

Operational Constraints

1. For winter maintenance operations, the Contractor's unit(s) shall be solely for winter maintenance in the Area of Operation.
2. The Area of Operation awarded may be changed by the Contract Administrator for a temporary period, if required, with no change in payment.
3. The City may relocate the equipment to an adjacent area due to operational changes including but not limited to CNB staffing shortages or CNB equipment shortage.
4. The Contractor shall provide an acceptable means for calling out the Contractor's staff.
5. The Contractor is responsible for maintaining the equipment, attachments, and required accessories in a safe, functional and efficient condition.

Response Time



When the Contract Administrator contacts the Contractor when maintenance services are required or when the contractor is aware of road conditions that require servicing, the response time is defined as the time when the equipment and operators are ready to commence the work and includes travel time to the yard, loading of abrasives and mobilization of the equipment.

The Contractor shall respond to **Snowplowing** and / or **Sanding** “call-outs” and have commenced the Tendered Work within ninety **(90) minutes** of being made aware of a winter event, or poor road conditions or when called by the Contract Administrator or immediately at the time requested by the Contract Administrator if the start time is more than **ninety (90) minutes** away.

Performance

The contractor shall be responsible to perform the Work as directed by the Contract Administrator and according to any relevant Standards and the Level of Service set in this contract.

Many maintenance activities have a direct impact on the safety of the travelling public. The Contractor is advised that the response time in mobilizing and completing operations is of primary importance. The Contractor shall ensure that their activities reflect that importance.

A non-conformance shall be deemed to have occurred when the Contract Administrator detects a failure by the contractor to meet any contract requirements according to the Contract Documents. If the notification is in the form of a Notice of Non-Conformance, the Contractor shall complete the “Contractor Comments” section of the Notice of Non-Conformance and return it to the Contract Administrator within 14 days of receiving the Notice of Non-Conformance. At the discretion of the Contract Administrator Non-Conformances shall result in the Contractor being held responsible for any claims or litigation involving the City.

Measurement for Payment

Payment shall be by the hour for each hour worked, to the nearest thirty (30) minutes. The hourly rate will apply only when the equipment is working. **Lunch and coffee breaks, break downs, etc. will not** be considered part of the working hours. When the operation requires the spreading of winter sand, the time to be credited shall start when the truck is leaving the yard where the sand is loaded and end when the last road has been completed, less all non-working hours. When the operation does not require the spreading of winter sand, the time to be credited shall start on the first road of operations and end when the last road has been completed, less all non-working hours. Note that the location of the sand yard must be pre-approved by the Contract Administrator.

Basis of Payment

Payment at the hourly unit price shall be full compensation for the supply of the required equipment, including all attachments and apparatus, and qualified operators to complete the Work.



Winter Sand will be compensated by the tonne or material used. The winter sand must be weighed on a Transport Canada Certified Scale. Weight slips must be provided to the CNB on a weekly basis identifying which route the material was used.

Patrolling will be a flat rate per month based on the timelines within the Level of Service.

Expenses will be paid on a monthly basis. Invoices must show net 30days as per CNB Purchasing By-Law.

Compliance With Laws

All persons, partnerships, corporations or other legal entities who provide service to or perform work in City facilities shall do so in compliance with all applicable laws, statutes regulations, by-laws, rules, declarations, ordinances, directions, directives, orders, requirements, codes and policies then in effect, of all federal, provincial, municipal, local and other government and quasi-government authorities, departments, commissions and boards having jurisdiction.

Electronic Funds Transfer (EFT) Payment Process

The City of North Bay has implemented an Electronic Funds Transfer (EFT) Payment Process. This enhancement will improve service to vendors by making payments electronically. The conversion to EFT will provide enhanced security, eliminate cheque fraud, reduce costs and improve the timing of payments. Contracts awarded through this procurement will be paid through EFT. For details on setting up your firm's EFT, please see the City web site at <https://www.northbay.ca/bid>.

Proof of Ability

To qualify, a respondent must have been in the business of providing similar services for a period of not less than three (3) years and performing contracts similar in size and scope to this proposed contract. Where deemed necessary by the City, the respondent will be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the deliverables outlined in the bid documents. Only qualified respondents will be accepted.

Referenced Documents

The following is a list of document(s) that are required references and are to be read as part of this assignment. Refer to the following available attachments:

Attachment A – Area 5 Patrol Template

Attachment B – Area 5 – 22 Peninsula Plow Route

Attachment C – Area 5 – 20 Aerial

Attachment D – Area 5 – 22 Four Mile Plow Route

Attachment E – Area 5 – 22 Aerial



C. MANDATORY SUBMISSION REQUIREMENTS

1. Online Submission Form (Appendix A)

Respondents shall complete Appendix A Submission Form in the Bidding System.

2. Online Pricing (Appendix B)

Respondents must include pricing information that complies with the instructions contained in Appendix B – Pricing.

3. Respondents Ability and Experience Form

Respondents shall complete the Respondents Ability and Experience form in the Bidding System. Respondents must provide information on contracts of similar scope in this class of work that has been undertaken in the last 5 years.

4. List of Subcontractors Form

Respondents shall complete the List of Subcontractors form in the Bidding System. At minimum, respondents must provide the following information:

- Name of subcontractor
- Work type to be subcontracted; and
- Approximate value of subcontracted work

D. MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this RFQ, if any, are set out below.

Performance Spec

All items listed in the specifications are mandatory. Where minimums are called for in the specifications, the item(s) must meet or exceed the capacity, size and performance specified. Submissions must indicate conformance to the specifications and describe any deviations in the Bidding System, under Specifications. Submissions may be subject to disqualification if they fail to meet or exceed the required minimum requirements. When evaluating compliance with specifications, the City, at its sole discretion, reserves the right to waive minor non-conformance to the specifications provided it does not compromise the intended use.

Respondents must provide full details including brochures, specifications and line sheets in the document upload section to confirm that the item(s) quoted meets or exceeds the minimum technical requirements outlined in the specifications.

Brand Identified Spec

N/A



E. PRECONDITIONS OF AWARD

The selected respondent(s) must satisfy the following conditions and provide the following information within 14 days of selection:

Workplace Safety and Insurance Board Clearance

Upon selection and prior to the commencement of the contract, the successful respondent(s) must provide a valid, current Clearance Certificate declaring that they are registered with Workplace Safety and Insurance Board (WSIB) and has an account in good standing: or a Letter Of Good Standing issued by WSIB.

If WSIB coverage is not required by law to be carried by the successful respondent(s), they shall provide one of the following (as the case may be):

- a. An Exemption Letter from WSIB, satisfactory to the Corporation of the City Of North Bay's City Solicitor:
- b. An Independent Operators Status Certificate issued by WSIB, or
- c. Such further and other evidence as may be satisfactory to the Corporation of North Bay's City Solicitor.

Insurance Certificate

Upon selection and prior to the commencement of the contract, the successful respondent(s) must provide a current Certificate of Insurance which complies with the insurance requirement outlined in the Form of Agreement (Appendix D). All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force shall be forwarded to the City within seven (7) days of their renewal date.

1. The Contractor shall procure and maintain the following insurance coverage for the duration of the work:
 - i) commercial general liability insurance for all aspects in providing the Work and the operations of the Contractor in delivering the Work against claims for personal injury, bodily injury or property damage or loss, indemnifying and protecting the City and the Contractor to the inclusive limit of not less than Five Million Dollars (\$5,000,000.00) on a per occurrence basis. Such insurance shall specifically state by its wording or by endorsement that the City is included as an additional insured under the policy;
 - ii) automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a motor vehicle liability policy to the inclusive limit of not less than Two Million Dollars (\$2,000,000) on a per occurrence basis for bodily injury, death and damage to property, covering all vehicles owned or leased by the Contractor.
2. The insurance shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material change is given by the insurers to the City at least thirty (30) clear days before the effective date thereof. Any revisions must be submitted to the Site Authority for approval.
3. The Contractor shall provide the City with a certificate of insurance indicating compliance with this section upon execution of this Agreement.



4. In addition you will need to indicate that “The Corporation of the City of North Bay” is the Insurance Certificate holder.

Form of Agreement

The successful respondent(s) will be required to complete and provide to the City an executed agreement, provided under separate attachment as APPENDIX D – Form of Agreement.

PREVIEW

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RFQ 2024-082 - Winter Control – Plow Routes

Opening Date: September 23, 2024 9:00 AM

Closing Date: October 11, 2024 1:00 PM

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Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Itemized Pricing - Year 1

Bidders must include pricing information that complies with the instructions contained in Appendix B - Pricing. HST is additional.

Line Item	Description	Quantity	Unit of Measure	Unit Price *	Total
1	Combination Plow - 5-20 Peninsula Route	200	Hour		
2	Combination Plow - 5-22 Four Mile Route	200	Hour		
3	Winter Sand	2000	Tonnes		
4	Patrolling (per Month)	6	Month		
Subtotal:					

Summary Table

Bid Form	Amount
Itemized Pricing - Year 1	
Subtotal Contract Amount:	

Specifications

Respondent Information

Line Item	Description	Response
1	Full Legal Name of Company:	
2	Street Address:	
3	City:	
4	Province:	
5	Postal Code:	
6	Company Name and Address for Issuing PO and Remittance of Payment: (if different from above)	
7	Company Phone Number:	
8	Bid Contact Name:	
9	Contact Title:	
10	Contact Telephone Extension or Cell Phone Number:	
11	Contact Email Address:	

Proposed Equipment to be Utilized on this Contract.

Proposed Equipment to be Utilized on this Contract.

*Respondent to choose the correct option from the drop-down representing availability of plant/equipment as follows:

A = Available or Under Bidder's Control

R = To Be Rented

P = To Be Purchased

Line Item	Description of Equipment	Present Location	Availability
1			Select A Value ▾
2			Select A Value ▾
3			Select A Value ▾
4			Select A Value ▾
5			Select A Value ▾
6			Select A Value ▾
7			Select A Value ▾
8			Select A Value ▾
9			Select A Value ▾
10			Select A Value ▾

Staff Qualifications

Qualifications of Senior Supervisory Staff

Line Item	Name	Role	Qualification & Experience
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Company Ability and Experience

Provide information on at least three contracts of similar scope in this class of work that were undertaken in the last five (5) years. The City reserves the right to contact references and verify the information provided. Bidders who cannot provide this may be deemed not suitable and as such may not be awarded the contract.

Line Item	Company Name	Contact Name	Contact Phone	Contact Email	Value of Assignment	Date Work Undertaken	Description of Work Completed
1							
2							
3							
4							
5							

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

The Bidder shall state only one (1) subcontractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors.

Subcontractors

The respondent must list the name of each proposed sub-contractor.

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Line Item	Subtrade	Name of Subcontractor	Approximate Value of Subcontracted Work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Appendix A Submission Form

1. Acknowledgment of Non-binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract) and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the respondent unless and until the City and the respondent execute a written agreement for the Deliverables.

2. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

3. Non-binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in Pricing (Appendix B) in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

4. Addenda

The respondent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus is on the respondent to make any necessary amendments to their quotation based on the addenda.

5. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

6. Disclosure of Information

The respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this quotation by the City to the advisers retained by the City to advise or assist with the RFQ process, including the evaluation of this quotation.

I have the authority to bind the organization.

You must declare all potential Conflicts of Interest. This includes disclosing the names and all pertinent details of all individuals (employees, advisors, or individuals acting in any other capacity) who (a) participated in the preparation of the submission; AND (b) were employees of the Corporation of the City of North Bay within twelve (12) months prior to the Submission Deadline.

If the box below is checked "NO", you will be deemed to declare that (a) there was no Conflict of Interest in preparing your submission and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

Otherwise, if the statement below applies, check the box "YES".

• You declare that there is an actual or potential Conflict of Interest relating to the preparation of your submission, and/or you foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

Yes No

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

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