



## TOWNSHIP OF MULMUR-REQUEST FOR QUOTATION:

### Seasonal Snow Removal at the North Dufferin Community Centre and Mulmur-Melancthon Fire Hall for

Submission Deadline:	<b>October 2, 2023, at 2:00:00PM</b>
Please return completed bid submission to:	<b>Heather Boston</b>  Treasurer Township of Mulmur 758070 2 <sup>nd</sup> Line E, Mulmur ON

RFQ #2023-05  
Date of Issue: Tues. September 12, 2023  
The Corporation of the Township of Mulmur  
758070 2<sup>nd</sup> Line East  
Mulmur, ON L9V 0G8  
Telephone: (705) 466-3341  
Fax: (705) 466-2922  
Website: [www.mulmur.ca](http://www.mulmur.ca)

<b>REQUEST FOR QUOTATION (“RFQ”)</b>	
<b>Requirement</b>	Hourly rate quotations for snow clearing and salting of the parking lots at the North Dufferin Community Centre & Mulmur-Melancthon Fire Hall
<b>(RFQ) #</b>	RFQ#2023-05
<b>Issue Date</b>	September 12, 2023
<b>Issued By</b>	The Corporation of the Township of Mulmur (the “Township”) 758070 2nd Line E, Mulmur, Ontario L9V 0G8
<b>Township Contact</b>	Bruce Crawford- Working Foreperson
<b>Bidder Questions</b>	<b>Questions related to this RFQ must be submitted by email to <a href="mailto:procurement@mulmur.ca">procurement@mulmur.ca</a></b>
<b>Bid Submission</b>	<b>Bids must be submitted by email to <a href="mailto:procurement@mulmur.ca">procurement@mulmur.ca</a></b>
<b>Submission Deadline</b>	Bids must be received by <b>2:00:00 PM ET on October 2<sup>nd</sup>, 2023.</b>
<b>Contract Term</b>	The Contract Term is specified in the Scope of Work in Part 2 of this RFQ.



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## **PART 1: RFQ PROCESS**

### **1. INVITATION**

The Township is seeking bids for the goods and services described in Part 2.

### **2. DEFINITIONS**

In this RFQ document:

“Bid” or “tender” means a submission by a potential Contractor in response to this RFQ.

“Bidder” or “tenderer” means a potential Contractor that submits a Bid.

“Contract” means shall mean a legally enforceable agreement between the Township and a vendor for the procurement of goods and services, which may be in the form of a written agreement executed by the parties.

“Contractor” or “Successful Bidder” means a selected Bidder that enters a contract with the Township to provide the Work.

“May” and “should” means permissive (not mandatory)

“Must”, “shall” or “will” means imperative (mandatory), bid submissions not satisfying the mandatory requirements will be deemed non-compliant and will not be considered for Contract Award.

“Township” shall me the Township of Mulmur

“Work” means all the goods and services to be provided by the Contractor, as specified in the Scope of Work.

### **3. NON-BINDING BIDDING PROCESS**

This is a non-binding bidding process and no legal obligations regarding the procurement of any good or service will be created until the Township and the selected bidder have confirmed a contract for the goods and services. The Township may choose to select or not select any bidder and may cancel this RFQ at any time.

### **4. QUESTIONS**

If you have any questions about this RFQ, they should be submitted to the Township Contact prior to the Deadline for Questions. Responses to questions received by the Deadline for Questions will be provided to all potential bidders but will not identify the bidders that submitted the questions.

## **5. SELECTION**

The Township intends to select the bidder that can provide the goods and services in accordance with all requirements described in Part 2:Scope of Work for the lowest price. The Township will send the selected bidder a selection notice by email. Unsuccessful bidders will also be notified by email.

## **6. CONTRACT**

The selected bidder is expected to confirm acceptance of the Contract, as defined in Part 3, within the timeframe specified in the selection notice. If the selected bidder does not confirm acceptance of the Contract, the Township may select another bidder or cancel the RFQ process. The Township may agree to negotiate minor changes to the Contract Terms if the Township considers such changes necessary and/or acceptable.

## **PART 2: SCOPE OF WORK**

### **1. BACKGROUND**

The Township of Mulmur, hereinafter referred to as the “Township”, is seeking quotations for an hourly flat rate inclusive of all machine and operator fees for snow removal at the North Dufferin Community Centre and the Mulmur-Melancthon Fire Hall located at 706114 County Road 21, Mulmur (Honeywood Arena).

### **2. TERM OF CONTRACT AND POTENTIAL EXTENSIONS**

Quotations shall be for the **2023-2024 and 2024-2025 winter seasons**. The contract will have an initial term of **two years**, with one potential extension of a **one-year term for the 2025-2026 winter season**. Bidders who are interested in this additional year must fill out the optional bid pricing table in Schedule 1: Bid Submission Form and include their prices for the optional year at the time of bidding. This additional contract term will be granted at the Township’s sole discretion.

### **3. SCOPE OF WORK**

The Successful Bidder shall perform snow removal in the parking lots and surrounding areas as required at the following locations:

- a. **The North Dufferin Community Centre** (also known as the Honeywood Arena)  
- 706144 County Road 21, Mulmur ON
- b. **Mulmur-Melancthon Fire Hall**- 706116 County Road 21, Mulmur ON

At both locations, the Successful Bidder shall:

- a. Clear the snow prior to the opening of the arena facility when possible.
- b. Clear the snow in front of the fire hall and ensure that it is kept clear, at all times, for emergency vehicles.
- c. Clear the snow after 2 inches or 5 cm of snow has accumulated, or at the direction of the Township Contact.
- d. Salt the parking lots, as requested.
- e. Be able to respond to the location within 30 minutes.

Over the past two years, the average time spent on snow removal for the Mulmur-Melancthon Firehall has been 7 hours and for the North Dufferin Community Centre, it has been 34 hours.

#### **4. MINIMUM EQUIPMENT REQUIRED**

Bidders must specify the equipment to be used in the snow removal work in Schedule 2: Equipment. The equipment to be used must meet the mandatory minimum specifications below:

- a. 1 – 125 hp 4WD tractor with snow blower,
- b. 1 – 125 hp 4WD tractor with 12' pusher blade
- c. ¾ ton truck with blade

#### **5. MAINTENANCE**

All vehicles and equipment shall be maintained in good running order for the duration of the contract period. The Successful Bidder must keep the designated Township Contact informed if the vehicle or equipment will be out of commission for any length of time, thereby delaying the time to complete the snow removal. Vehicles and equipment must be fully roadworthy as laid down by the Highway Traffic Act of Ontario.

#### **6. RENTAL CONDITION**

Vehicles and equipment provided for the purpose of this contract are accepted at the risk of the Successful Bidder. No claim, demand or legal proceedings are to be brought against the Township in respect of damage to vehicles and equipment.

#### **7. INSURANCE REQUIREMENTS**

The following insurance requirements apply to and form part of the contract:

**Commercial General Liability insurance**, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than **\$2,000,000** per occurrence, an aggregate limit of not less than **\$2,000,000**, within any policy year with respect to completed operations, and a deductible of not more than **\$100,000**. This policy shall include but not be limited to:

- (a) Name the Township as an additional insured
- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations
- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Owners and Contractors Protective
- (i) Broad Form Property Damage
- (j) Non-owned automobile liability
- (a) The policy shall include 30 calendar days' notice of cancellation.

**Automobile Liability Insurance**, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$5,000,000 for each and every loss, including bodily injury, death and damage to property, with respect to those owned or leased vehicles used directly or indirectly in the performance of the Work.

**Contractor's Equipment Insurance**, underwritten by an insurer licensed to conduct business in the Province of Ontario, all risk insurance covering all construction equipment, machinery, tools, and stocks used by the Bidder in the performance of the Work including costs to clean up and restore property damaged by sudden and accidental pollutants escape. This policy shall not allow subrogation claims by the Insurer against the Township.

### **Additional Insurance Clauses**

**Certificate of Insurance.** The Contractor shall provide a Certificate of Insurance evidencing the required coverage before the commencement of Work and shall be required to ensure the coverage is maintained throughout the term of the Contract. Any claims-made policy needs to be maintained for at least 24 months following termination or expiration of the Contract.

**Additional Insured.** At Contractor's sole expense, the Township, its affiliates and each of their respective officers, councillors, directors, agents and employees shall be named as Additional Insureds on a primary basis on all liability policies with the exception of professional liability/errors and omissions.

**Primary Coverage.** The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Township.

**Notice of Cancellation or Changes.** Except as otherwise approved by the Township, the policies shall be endorsed to provide the Township with not less than 30 calendar days written notice in advance of any cancellation, change or amendment which restricts coverage such that the Contract requirements are no longer met.

**Insurance Not to Affect Other Contract Obligations.** Insurance procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Township as provided in the Contract.



## **8. OCCUPATIONAL HEALTH AND SAFETY**

The Corporation of the Township of Mulmur is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents and others on our premises. Accordingly, a corporate health and safety policy and procedure manual has been adopted and implemented and shall be adhered to.

All Contractors shall demonstrate the establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation and with the Corporation of the Township of Mulmur's health and safety policies and requirements.

## **9. WORKPLACE SAFETY AND INSURANCE BOARD**

Within 48 hours of the Contract Award and prior to signing the contract, the Successful Bidder shall provide the Township with a copy of current WSIB Clearance Certificate or Independent Operator Status unless self-employed. It is the Successful Bidder's responsibility to provide and maintain current clearance certificates to the Township for the duration of the Project. As requested by the Township, the Successful Bidder must provide past accident records and/or CAD 7 calculations and/or Cost and Frequency Rate, and/or independent Operator I.D. #, and ensure updated information is forwarded to the Township over the duration of a contract. Prior to final payment, the successful Bidder may be required to submit proof of current WSIB coverage in good standing.

The Successful Vendor shall ensure that any and all persons, including but not limited to subcontractors and independent contractors, providing services under this Contract have secured WSIB coverage for the term of the Contract.

## **10. WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)**

The Successful Bidder must ensure that workers are aware of WHMIS guidelines regarding hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.

The Successful Bidder must also ensure health and safety provision are included in their management systems to consistently reach and maintain a high level of health and safety.

## **11. ACCESSIBILITY STANDARDS**

The Successful Bidder must comply with any legislation and regulations which may be applicable to the performance of the Contract, including the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 (the "AODA"). The Contractor shall ensure that all of its employees, agents, volunteers, or others engaged by the Contractor in the delivery of Work receive training in accordance with Section 6 of Ontario Regulation 429/07 made under the AODA.

## PART 3: CONTRACT

1. **Contract.** The terms of the contract (the “**Contract**”) between the Township and the Successful Bidder (the “**Contractor**”) are comprised of these Contract Terms in Part 3 of the RFQ, the Scope of Work in Part 2 of the RFQ document, and the Contractor’s Bid Submission Form submitted in response to this RFQ. In the event of any conflict or inconsistency among these Contract Terms and any other term on other documents forming part of the Contract, these Contract Terms shall govern. Any terms and conditions which are contained in any other document submitted by the Contractor, such as an order acknowledgement, invoice, standard or online terms or other such document, are hereby expressly rejected and superseded by these Contract Terms.
2. **General.** The Contractor shall provide the goods, services, and any other deliverables outlined in the Scope of Work (the “**Work**”) at the prices stipulated in the Contractor’s Bid Submission Form (the “**Prices**”) in accordance with the terms of the Contract and all applicable laws.
3. **Personnel.** The Contractor must only use qualified personnel to perform the Work. The Township may at any time order the removal of any personnel on reasonable grounds including, without limitation, for acts of negligence, misconduct, lack of qualifications, or a violation of the Township’s applicable workplace policies. If such an order is made, the Contractor shall immediately remove the person from the Work and shall secure an equivalent replacement to be approved in writing by the Township.
4. **Subcontracting and Assignment.** Unless otherwise permitted in the Scope of Work, the Contractor may not subcontract the Work without the Township’s prior written consent. If any portion of the Work is subcontracted, the Contractor shall remain liable for all Work performed and its subcontractors’ compliance with the Contract. The Contractor may not assign or transfer any right or obligations under the Contract without the prior written consent of the Township, which consent shall not be unreasonably withheld.
5. **Delivery Dates.** The Contractor shall provide the Work in accordance with the delivery dates set out in the Scope of Work. If delivery of the Work is delayed and a new delivery date proposed by the Contractor is not acceptable to the Township, the Township may, in addition to other rights and remedies it has under the Contract, terminate the affected Work without penalty or payment of cancellation fees notwithstanding any term to the contrary.
6. **Shipping.** Where the supply of goods forms part of the Work, and unless otherwise specified herein, the Contractor shall ship the goods Delivery Duty Paid (DDP-Incoterms, 2018) (equivalent to FOB Destination), to the place of destination specified by the Township in the Contract, using the most direct and economical means. A packing slip must accompany each shipment indicating the Township-

issued purchase order number or contract number, if any. Title to the goods will pass to the Township upon acceptance by the Township in accordance with the Contract.

- 7. Inspection and Acceptance.** The Township shall have 14 calendar days following receipt to inspect and accept the Work failing which acceptance is deemed. Where the Township rejects the Work, the Township may exercise any one or combination of the following remedies, at its option, without liability and at the Contractor's expense: (a) require the Contractor to promptly reperform or replace the rejected Work; or (b) terminate the Contract in whole or in part. No title shall transfer and no payment shall be owed for the Work unless and until the Township has accepted the Work or the period for inspection and acceptance has passed.
- 8. Prices, Invoicing and Payment.** The Prices are exclusive of GST/HST and PST and inclusive of any other taxes, duties, fees, including brokerage fees and levies that may be imposed on the Contractor. All Work must be invoiced within 60 calendar days of acceptance. Undisputed invoices issued for accepted Work within the foregoing time frame will be paid within 30 calendar days of receipt of a proper invoice. Invoices must be submitted to the attention of Accounts Payable by email at [ap@mulmur.ca](mailto:ap@mulmur.ca) and must reference any purchase order number or contract number assigned by the Township. Sales taxes payable by the Township must be shown as separate items, and the Contractor's HST or other tax registration number must be included. The Township may set off against any amount due to the Contractor, such sums owed by the Contractor to the Township.
- 9. Warranty for Services.** The Contractor represents and warrants that any services forming part of the Work (a) will be performed in a diligent and professional manner; (b) will be of a quality at least equal to that generally accepted in the industry or profession for similar work; and (c) will not infringe any intellectual property rights. The Contractor shall reperform any services and replace any deliverables that do not comply with this warranty. Re-performed services and replaced deliverables shall be warranted as set forth in this section. The above warranties survive acceptance of and payment for the Work and are in addition to any other remedies available to the Client at law.
- 10. Warranty for Goods.** The Contractor represents and warrants that any goods forming part of the Work (a) will be new and of current production; (b) will be free from defects in design, material and workmanship; and (c) where applicable, will conform to and perform in accordance with written specifications, drawings and samples accepted by the Client or included in the Contract. Goods failing to comply with applicable warranties within 12 months of acceptance or such longer term as may be specified in the Contract will be, at the Client's option and at no cost or expense to the Client: (a) returned for a full refund or credit of amounts paid by the Client for the defective goods; or (b) repaired or replaced by the Contractor, with any shipping and transportation costs and risk of loss and damage in transit borne by the Contractor. Repaired and replaced goods shall be warranted as set forth in this section. The Contractor shall assign to the Client all manufacturer's warranties for

goods not manufactured by or for the Contractor. Unless otherwise specified in the Contract, if a manufacturer's warranty sets a warranty time period or warranty standard that is not consistent with a warranty time period or warranty standard set out in this section, the Contractor shall comply with the longest time period and highest standard. The above warranties survive acceptance of and payment for the Work and are in addition to any other remedies available to the Client at law.

- 11. Entering or Working on Township Property.** The Contractor shall comply with all Township policies applicable to parties entering or working on Township property or otherwise performing Work on behalf of the Township (including without limitation COVID-19 vaccination policies). The Contractor shall be responsible for any damage to Township property or equipment caused by its personnel, including subcontractor personnel.
- 12. Termination.** The Township may at any time and for any reason terminate the Contract, in whole or in part. If the Township terminates the Contract, the Contractor shall make reasonable efforts to mitigate all costs associated with such termination. Subject to acceptance of the Work in accordance with the Contract, the Township shall pay for Work received up to the date of termination and, in the event of termination for convenience, will reimburse reasonable and verifiable non-refundable direct costs incurred by the Contractor in connection with pre-authorized Work in progress as of the date of termination. The Township shall not be liable to the Contractor for any costs or damages arising from termination of the Contract except as explicitly set out in this section.
- 13. Liability.** Neither party shall be liable to the other party for lost profits, lost opportunity, special, consequential, incidental, exemplary or indirect costs from any cause whatsoever, even if advised of the possibility of such costs or damages. A party's indemnification obligations as set out in this Contract are excluded from this limit on liability.
- 14. Indemnity.** The Contractor shall indemnify and hold harmless Township, its employees, the mayor, councilors, officers and agents (collectively "Township Personnel") from and against any claims or demands and related damages, losses, costs and expenses, including legal fees (collectively, "Claims and Costs") arising from: (a) negligent acts or omissions; (b) infringement or alleged infringement of third-party intellectual property rights; (c) personal injury (including bodily injury or death) or damage to property; (d) breach of confidentiality or privacy provisions of the Contract; or (e) breach of applicable laws attributable to the acts or omissions of the Contractor, its officers employees, directors, officers, subcontractors, suppliers and other representatives. The Contractor shall have no obligation pursuant to this section to the extent that the Claims and Costs arise from the negligent acts or omissions of the Township Personnel. The indemnity shall be in addition to and not in lieu of any insurance required to be provided by the Contractor in accordance with this Contract.

- 15. Intellectual Property.** In exchange for the consideration provided to the Contractor, the Township is assigned all intellectual property rights in the delivered Work, including without limitation documents, software, artistic works or other materials or information and delivered pursuant to this Contract except to the extent the deliverables include proprietary items and materials that existed prior to the Effective Date (such pre-existing works are the “**Pre-Existing Materials**”). The Township is hereby granted a perpetual, paid-up, royalty free, irrevocable license to such Pre-Existing Materials to the fullest extent required by the Township to make use of the Work for the Township’s internal purposes and for any additional purpose as may be expressly contemplated by this Contract. The Contractor agrees to execute any assignment, conveyance, or any other assurance necessary to give effect to this section and shall ensure that the Township has supporting documentation and a license to all Pre-Existing Materials delivered by the Contractor hereunder sufficient to allow the Township to have the intended use of the Work.
- 16. Confidentiality.** A party’s (“discloser”) information that any person would reasonably consider to confidential that is provided to the other party (“recipient”) will be treated as confidential and only used for the Work except for (a) information that is in the public domain; (b) was already in the possession of recipient at time of disclosure free of any obligations of confidentiality; (c) is lawfully disclosed to recipient by a third party without any obligation of confidentiality. All information distributed and collected with respect to the Contract is subject to the Municipal Freedom of Information and Protection of Privacy Act, RSO and may need to be disclosed at law. In the event a request is made to release discloser’s confidential information to a third party, the recipient shall notify the discloser so that the discloser may take measures to protect its confidential information from disclosure. Notwithstanding any term to the contrary, the Township will comply with any legal disclosure requirements under applicable laws relating to this Contract or the procurement process.
- 17. Client Property, Publicity and Privacy.** All Client property supplied to the Contractor to perform the Contract will (a) be used solely for the purpose of carrying out the Work and for no other purpose; (b) remain the property of the Client; and (c) be promptly returned or destroyed at the Client’s request at the expense of the Contractor. The Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Client, for the protection of Client property. The Contractor shall not use the Client’s name in any public statement or publicize the fact the parties are doing business without the prior written consent of the Client.
- 18. Governing Law and Competent Court.** The construction, interpretation and performance of the Contract are governed by the applicable laws of the Province of Ontario and Canada, without regard to conflicts of laws principles. The parties attorn to the exclusive jurisdiction of Ontario courts in all matters arising under this Contract.



**19. Relationship of the Parties.** The Contractor is contracted as an independent contractor and not as agent or employee of the Township. Nothing in this Contract grants the Contractor the right to exclusively provide the Work and the Township may contract with others for the same or similar work.

**20. Waiver, Severability, and Survival.** Any delay by a party in the exercise of any right or remedy shall in no event be deemed to be a waiver of such right or remedy. If any provision of the Contract is held to be invalid or unenforceable by a judicial or regulatory authority, the meaning of such provision shall be construed, to the extent feasible, to render the provision enforceable. If no feasible interpretation would save the provision, it shall be severed, and the remainder shall not be affected and shall be enforced as nearly as possible according to its original terms and intent. The warranties, indemnity and other provisions reasonably intended to survive termination or expiration of the Contract shall survive.

Once signed, a copy or electronic version of the document will have the same force and effect as the original document.

This Contract has been executed by the undersigned authorized representatives of each party.

**The Corporation of the Township of  
Mulmur**

**Insert Legal Name of Bidder**

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

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

## SCHEDULE 1: BID SUBMISSION FORM

### 1. Bidder's Information

The full legal name of the Bidder:	
Any other relevant name under which the respondent carrier on business:	
Bidder Address:	
Bidder Contact Person (name, title)	
Bidder's Telephone:	
Bidder's Email Address:	
Bidder's Website (if applicable):	

### 2. Offer

The Bidder offers to provide the Work, as described in Part 2, in accordance with the Contract Terms in Part 3, for the following pricing:

### 3. Pricing- Initial Contract Term

2023 to 2024 Winter Season Pricing		
Location of Work:	Hourly Flat Rate:	Cost per kilogram of salt Supplied and Applied:
<b>North Dufferin Community Centre</b> 706114 County Road 21, Mulmur ON	\$	\$
<b>Mulmur-Melancthon Fire Hall</b> 706116 County Road 21, Mulmur ON	\$	\$



2024 to 2025 Winter Season Pricing		
Location of Work:	Hourly Flat Rate:	Cost per kilogram of salt Supplied and Applied:
<b>North Dufferin Community Centre</b> 706114 County Road 21, Mulmur ON	\$	\$
<b>Mulmur-Melancthon Fire Hall</b> 706116 County Road 21, Mulmur ON	\$	\$

**4. Pricing- Optional Additional Year**

OPTIONAL PRICING- 2025 to 2026 Season Pricing		
Location of Work:	Hourly Flat Rate:	Cost per kilogram of salt Supplied and Applied:
<b>North Dufferin Community Centre</b> 706114 County Road 21, Mulmur ON	\$	\$
<b>Mulmur-Melancthon Fire Hall</b> 706116 County Road 21, Mulmur ON	\$	\$

The Total Bid Price is in Canadian dollars and excludes HST, but includes all other costs, charges and expenses associated with providing the goods and services as specified in this RFQ.



**SCHEDULE 2: EQUIPMENT**

Bidders must specify the equipment to be used in the snow removal work. The equipment to be used must meet the mandatory minimum specifications detailed in Part 2: Scope of Work under the heading “Minimum Equipment Required”.

Equipment	Brand & Size	Year



### **SCHEDULE 3: BIDDER ACKNOWLEDGEMENTS**

The Bidder acknowledges that the RFQ process is non-binding and does not create contractual obligations between the Township and the Bidder. There is no intention to enter into what is commonly referred to as “Contract A”, and no contractual relationship will be formed until the Township enters into contract with a Contractor for performance of the Work.

The Bidder acknowledges that its bid may be subject to public disclosure in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990 or any other applicable information or privacy legislation.

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Signature of Bidder’s Representative

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Print Name and Title

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Date