



— TOWNSHIP OF —
ASHFIELD-COLBORNE-WAWANOSH

Request for Tender

Title: **Supply and Delivery of
One (1) - New Half-Ton Truck**

Reference : PW 2024-01

Closing Date : **July 24, 2024**

Closing Time : **1:05 pm**

Location: Township of Ashfield-Colborne-Wawanosh
Municipal Office
82133 Council Line
Goderich, ON, N7A 3Y2
Attention: **Thomas McCarthy**
Email: pws@acwtownship.ca
Phone: 519-524-4669 ext. 209

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1. Introduction

1.1 Purpose

The purpose of this RFT is to select a Vendor to supply the products described in Schedule A.

1.2 Definitions

1. **“Agreement”** a written offer from the Township to the preferred Proponent based on the information provided within the bid documents submitted by the Proponent. The signing of this document by both parties in addition to any contract documents constitutes a legally binding contract.
2. **“Authorized Agent”** is a representative of the proponent who has the authority, or appears to have the authority, to enter into a contract on behalf of the proponent.
3. **“Award”** is the acceptance of a bid submission in accordance with this request for tender, as evidenced by the Township of Ashfield-Colborne-Wawanosh written notification to the selected proponent.
4. **“Bid”** is a written offer, in a specified form, received from a proponent in response to a request for tender to provide goods and work based on the approved format of the Township of Ashfield-Colborne-Wawanosh containing terms and conditions.
5. **“Bid Documents”** form the basis of the bid process and are comprised of the following:
 - (a) Instructions to proponents;
 - (b) Bid Form;
 - (c) Terms, conditions, specifications; and
 - (d) Addenda issued during the bidding period
6. **“Bid Package”** is the submitted package that includes the tender and any documents requested for evaluation.
7. **“Budget”** refers to any of several documents approved by the Council from time to time, which detail the amounts of money to be spent within a fiscal period by the Township on various operating expenses or capital projects. Budgets may be approved annually, or with terms of multiple years, or during any year for one or more specific projects or programs.

8. **“Change Order”** is a written order issued by the Township of Ashfield-Colborne-Wawanosh that changes the scope or specifications of any project where change in cost or time is anticipated. The vendor must submit the estimated change in cost and completion date to the Township before undertaking such extra work.
9. **“Change Notice”** is a written order issued by the Township of Ashfield-Colborne-Wawanosh that changes the scope or specifications of any project where no change in cost or time is anticipated.
10. **“Change Directive”** is an expedited Change Order that is issued by the Township when the nature of the change does not provide sufficient time to complete the change order process or the scope of the extra work is unclear at the time. All changes in cost and completion date will be negotiated after the work associated with a change directive work is complete.
11. **“Contract”** means a legal agreement to be entered into by the selected proponent and the Township of Ashfield-Colborne-Wawanosh.
12. **“Council”** mean the elected representatives of the people of the Township of Ashfield-Colborne-Wawanosh with respect to municipal administration.
13. **“Insurance Certificate”** a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario.
14. **“Mandatory Performance Specification”** means requirements that the selected proponent is obligated to perform under the contract.
15. **“May”** used in this Request for Tender document shall be permissive and discretionary but recommended.
16. **“Proponent”** is the person who submits a Bid.
17. **“Request for Tender (RFT)”** means an invitation issued by the Township of Ashfield-Colborne-Wawanosh to supply a Good or Service for a fixed priced based on specified terms and conditions.

18. **“Shall”** used in this Request for Tender document is a mandatory requirement that if not met, will result in a proponent’s disqualification or contract termination.
19. **“Should”** used in the request for tender document is a permissive and discretionary request but is recommended.
20. **“Will”** used in this request for tender document is a mandatory requirement.
21. **“Work”** means the total construction and related services required under the contract.
22. **“Township”** means The Corporation of the Township of Ashfield-Colborne-Wawanosh
23. **“Township Representative”** has the meaning set out in Section 2.6
24. **“Responsible Bidder”** is a vendor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
25. **“Responsive Bidder”** is a vendor, business entity or individual who has submitted a request for bid that fully conforms in all material respects to the request for tender and all of its requirements, including all form and substance.
26. **“Vendor”** means any person or company who, by virtue of professional expertise is contracted by the Township of Ashfield-Colborne-Wawanosh to provide a specified product.

2. Instructions to Proponents

2.1 Closing Time and Address for Bid Submission Delivery

The bids must be submitted to the Township of Ashfield-Colborne-Wawanosh at the office of:

Name: **Thomas McCarthy, Public Works Superintendent**
Address: Township of Ashfield-Colborne-Wawanosh
82133 Council Line
Goderich, Ontario
N7A 3Y2

On or before the following date and time (the “Closing Time”):

Time: **1:05 pm**
Date: **July 24, 2024**

2.2 Information Meeting

An information meeting has not been scheduled.

2.3 Number of Copies

The proponent should submit one original hardcopy of the bid. Electronic submissions will not be accepted.

2.4 Late Submissions

Bids received after the closing time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for extension of the closing time.

2.5 Amendments to Bid Submissions

Bids may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the closing time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Faxed or emailed amendments are permitted, but such amendment may show only the change to the bid price(s) and in no event disclose the actual bid price(s). A proponent bears all risk that the Township's equipment functions properly so as to facilitate timely delivery of any amendment.

2.6 Inquiries

All inquiries related to this RFT should be directed in writing to the person named below (the "Township Representative"). Information obtained from any person or source other than the Township Representative may not be relied upon.

Name: **Thomas McCarthy, Public Works Superintendent**
Address: Township of Ashfield-Colborne-Wawanosh
82133 Council Line
Goderich, Ontario
N7A 3Y2
Phone: 519-524-4669
Fax: 519-524-1951
Email: pws@acwtownship.ca

If the Township determines that an amendment is required to this RFT, the Township Representative will issue an addendum in accordance with section 2.7. No oral conversation will affect or modify the terms of this RFT or may be relied upon by any Proponent. The Township will endeavour to issue such addenda at least seventy-two (72) hours prior to the closing time.

Accessible Documentation: Should you require a copy of this document in a format compliant with the Accessibility for Ontarians with Disabilities Act (AODA), please contact the Township Representative(s) listed above.

2.7 Addenda

If the Township of Ashfield-Colborne-Wawanosh determines that an amendment or clarification is required to this RFT, the Township Representative will issue a written addendum, which will be typically posted on the Township's bidding system at least forty-eight (48) hours prior to the closing time and date. In the event that an addendum is issued within forty-eight (48) hours prior to the closing time and date, it may include an extension of the closing time and date. It is the responsibility of the Proponent to check the Township's online procurement website:

http://www.acwtownship.ca/township_office/tenders-rfps/ prior to submitting their bid.

The only way this RFT may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFT or may be relied upon by any proponent. By delivery of a bid, the proponent is deemed to have received, accepted, and understood the entire RFT, including any and all addenda and **must disclose the number of addenda received on the Form of Tender with their Bid Submission.**

2.8 Order of Precedence

In the event of any contradictory information found herein, the contract documents shall take precedence in the following order:

- a) Agreement
- b) Addenda
- c) Instructions to Proponents
- d) Standard Proponent Terms and Conditions
- e) Contract Specifications
- f) Standard Specifications
- g) Form of Tender
- h) General Conditions

2.9 Opening of Bid Submissions

Bids will be opened by the Public Works Superintendent with a Township staff member acting as a witness. There will be a public opening at 1:15 pm July 24, 2024 at the Township office.

2.10 Status Inquiries

All inquiries related to the status of this RFT, including whether or not a Contract has been awarded, should be directed to the Township Representative.

3. Bid Submission Form and Contents

3.1 Bid Package

Bid hard copies are to be in a sealed package, marked on the outside with the proponent's name, title of the project and reference number.

3.2 Bid Submission

Bid submission deadlines shall be interpreted as local time. The term "local time" shall mean the time as measured by the identified clock at the recipient's location. Bids will be date and time stamped at the location receiving the bids. Late bids will be returned unopened.

Bids submitted by facsimile transmission or by electronic means will not be considered. Proponents are solely responsible for the method and timing of delivery of their bids.

3.3 Bid Withdrawal

A proponent who has submitted a bid may request that their bid be withdrawn, if the request is made before the closing time for the submission of bids. Withdrawal requests must be in writing to the Township representative.

Withdrawn bids shall be returned unopened to the proponent. The withdrawal of a bid shall not disqualify the proponent for submitting another bid for the same project, as long as the revised bid is submitted prior to the closing time.

3.4 Bid Expiry Period

Bids shall be irrevocable for a period of **sixty (60) days** from the date of submission, after which period the Bid expires.

3.5 Form of Tender

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant Form of Tender:

- a) The proponent shall fill in all blank spaces found within the bid documents in ink, or typewritten, providing all information requested. Failure to provide all requested information on the Form of Tender and failure to fill in blank spaces may result in the bid being declared non-compliant.
- b) The Form of Tender shall be completed and signed with the authorized signature of the proponent or of a designated official of the proponent.
- c) Use only the Form of Tender issued as part of the bid documents for the project. If any or all pages of the Form of Tender are amended by addendum, only the amended pages shall be used to submit a bid. Failure to comply with this paragraph may result in the bid being declared non-compliant.
- d) Information provided by the proponent on the Form of Tender may be amended prior to the closing time, provided the corrections are initialed by the authorized representative of the proponent. Other modifications, erasures, additions, conditions, qualifications or un-initialed pre-closing amendments may result in the bid being declared non-compliant.
- e) Bids that are not originals, are unsigned, improperly signed, un-initialed, incomplete, conditional or illegible, may be declared non-compliant.
- f) All prices submitted by the proponent shall be provided in numbers and in Canadian dollars only. The Harmonized Sales Tax (HST) shall not be included in the unit prices. All other eligible taxes shall be included in the bid price.

3.6 Signature

The legal name of the person or organization submitting the bid should be included on all forms. The bid should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The bid should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the contract on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venture should be included, and each partner or joint venture should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the Township that the person(s) signing have signing authority for the partnership or joint venture).
- (c) If the proponent is an individual, including sole proprietorship, the name of the individual should be included.

4. Evaluation and Selection

4.1 Evaluation Process

The evaluation team will compare and evaluate all bids to determine the completion of the bid and ability of to provide the work requested in order to determine the bid which is most advantageous to the Township. The evaluation team reserves the right to consider, during the evaluation of the bids:

- a) Information provided in the bid itself;
- b) Information provided in response to enquiries of credit and industry references set out in the bid;
- c) Information received in response to enquiries made by the Township of third parties apart from those disclosed in the bid in relation to the reputation, reliability, experience and capabilities of the bidder;
- d) The manner in which the bidder provides services to others;
- e) The experience and qualifications of the Proponents' senior management and project management;
- f) The compliance of the proponent with the Township's requirements and specifications; and
- g) Innovative approaches proposed by the proponent in the bid.

The proponent acknowledges that the evaluation team may rely on the criteria which the Township deems relevant, even though such criteria may not have been disclosed to the Proponent. By submitting a bid, the proponent acknowledges the Township's rights under this

section and absolutely waives any right, or cause of action, against the Township and its consultants, by reason of the Township's failure to accept the bid submitted by the proponent, whether such right or cause of action arises in contract, negligence or otherwise.

The Township reserves the right to open the bid and negotiate with a single proponent, in cases where only one bid is received, or to negotiate with the preferred proponent of the Township's choice, if all bids are over budget or deemed to be not of fair market value by the third party.

Should the Township receive no compliant bids, the Township, in its discretion, may re-bid the project or may negotiate a contract for the whole or any part of the project with a Preferred Proponent which has submitted a non-compliant bid.

4.2 Discrepancies in Proponent's Financial Bid

If there are any obvious discrepancies, errors or omissions in the proponent's financial bid, the Township of Ashfield-Colborne-Wawanosh shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the bid as submitted.

4.3 Disputes

In the event of a dispute arising in connection with this bid process including, without limitation, a dispute concerning the existence of the contract or a breach of the contract, or a dispute as to whether the bid of any proponent was submitted on time or whether a bid is compliant, the Township may refer the dispute to a confidential binding arbitration pursuant to the Arbitration Act, 1991, as amended, before a single arbitrator with knowledge of procurement/bidding law. In the event that the Township refers the dispute to arbitration, the proponent agrees that it is bound to arbitrate such dispute with the Township. Unless the Township shall refer such dispute to binding arbitration, there shall be no arbitration of such dispute.

In the event the Township refers a dispute to binding arbitration, the Township may give notice of the dispute to one or more of the other Proponents who submitted bids, whether or not they may be compliant, each of whom shall be a party to and shall be entitled to participate in the binding arbitration, and each of whom shall be bound by the arbitrator's award, whether or not they participated in the binding arbitration.

In the event the Township refers a dispute to binding arbitration, the parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to a binding arbitration hearing which shall last no longer than two days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.

This section is not intended to form part of any contract that may come into being between a proponent and any prospective supplier of that proponent.

Any proponent asserting that a bid of another proponent is non-compliant shall do so by providing written notice to the Township within twenty (20) days of the bid opening, failing which the proponent shall be deemed to accept all other bids as compliant.

Any proponent asserting a breach of the contract shall do so within twenty (20) days of the alleged breach, or else the aforesaid Proponent shall be deemed to waive the breach.

4.4 Litigation

In addition to any other provision of this RFT, the Township of Ashfield-Colborne-Wawanosh may, in its absolute discretion, reject a bid if the proponent, or any officer or director of the proponent submitting the bid, is or has been engaged directly or indirectly in legal action against the Township of Ashfield-Colborne-Wawanosh, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a bid under this section, the Township of Ashfield-Colborne-Wawanosh will consider whether the litigation is likely to affect the proponent's ability to work with the Township of Ashfield-Colborne-Wawanosh, its consultants and representatives and whether the Township of Ashfield-Colborne-Wawanosh will incur legal costs in the administration of the contract if it is awarded to the proponent.

4.5 Representation and Warranty

The proponent represents and warrants that its bid is compliant with the terms set out in the bid documents. The proponent acknowledges that the Township is relying on this representation and warranty. In the event that the proponent's bid is accepted by the Township and the bid is held by a court of competent jurisdiction to be non-compliant with the terms set out in the bid documents in a proceeding commenced by another Proponent (the "Claimant"), the Proponent will indemnify the Township for any award of damages, howsoever characterized, that are payable to the Claimant as well as for the Township's actual legal expense, including all legal fees and disbursements as billed to the Township.

4.6 Additional Information

The evaluation team may, at its discretion, request clarifications or additional information from a proponent with respect to any bid, and the evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Bid.

4.7 Negotiation of Contract and Award

If the Township of Ashfield-Colborne-Wawanosh selects a preferred proponent, then it may:

- (a) Enter into a contract with the preferred proponent ; or
- (b) Enter into discussions with the preferred proponent to attempt to finalize the terms of the contract(s), including financial terms, and such discussions may include:
 - i. Clarification of any outstanding issues arising from the preferred proponent's bid;

- ii. Negotiation of amendments to proposed work plan and/or scope of the bid of the preferred proponent
- iii. Negotiation of amendments to the preferred proponent's price and/or scope of work if:
 - 1. The preferred proponent's financial bid exceeds the Township's approved budget, or
 - 2. The Township of Ashfield-Colborne-Wawanosh reasonably concludes the preferred proponent's financial bid includes a price that is unbalanced, or
 - 3. A knowledgeable third party would judge that the preferred proponent's price materially exceeds a fair market price for work similar to the work offered by the preferred proponent as described in the preferred proponent's bid; or
- iv. If at any time the Township of Ashfield-Colborne-Wawanosh reasonably forms the opinion that a mutually acceptable agreement is not likely reached within a reasonable time, give the preferred proponent(s) written notice to terminate discussions, in which event the Township may then either open discussions with another proponent or terminate this RFT and retain or obtain the work in some other manner.

The preferred proponent shall execute the contract and deliver the executed original to the Township within ten (10) business days of receipt from the Township. The proponent agrees that the Township shall not be deemed to be the employer of the proponent nor any of its personnel under any circumstances whatsoever.

5. Selected Proponent Standard Terms and Conditions of Contract

The performance standard terms and conditions form a part of each bid and shall apply to the selected proponent's contract for the award. The standard terms and conditions are meant to supplement but not supersede the terms and conditions of any competitive request for bid document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions in this section of the request for bid will govern.

5.1 Termination of Contract

Subject to the provisions below, the contract may be terminated by the Township of Ashfield-Colborne-Wawanosh upon thirty (30) days advance written notice to the Vendor. If any work or service hereunder is in progress, and not completed as of the date of termination, then the Contract may be extended upon written approval of the Township until said work or Work are completed and accepted.

- (a) Termination for Convenience – The Township of Ashfield-Colborne-Wawanosh may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.
- (b) Termination for Cause – In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.
- (c) Termination Due to Unavailability of Funds in Succeeding Fiscal Years – If funds are not appropriated or otherwise made available to support continuation of the performance of this contract, in a subsequent fiscal year, then the contract shall be cancelled and, to extent permitted by law, the Selected Proponent shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or Work delivered under the Contract.

5.2 Billing and Invoices

All payments will be made within 30 days from receipt of an approved invoice. Where there is a question of non-performance involved, payment in whole or in part against which charge back any adjustments required, will be withheld.

The Township of Ashfield-Colborne-Wawanosh has implemented electronic payments for our vendors. Payment schedules may be negotiated with the vendor. The preferred method of payment will be Electronic Transfer (EFT) directly into the vendor's bank account. The successful proponent shall be provided with an EFT form after notification of contract award.

6. General Conditions

6.1 No Township Obligation

This RFT does not commit the Township of Ashfield-Colborne-Wawanosh in any way to select a preferred proponent, or to proceed to negotiations for a contract, or to award any contract, and the Township of Ashfield-Colborne-Wawanosh reserves the right to at any time reject all bids, and to terminate this RFT process.

6.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting bids, and for any meetings, negotiations or discussions with the Township of Ashfield-Colborne-Wawanosh or its representatives and consultants, relating to or arising from this RFT. The Township of Ashfield-Colborne-Wawanosh and its representatives, agents, consultants and advisors will not be liable to any proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the proponent in preparing and submitting a bid, or participating in negotiations for a contract, or other activity related to or arising out of this RFT.

6.3 No Contract

By submitting a bid and participating in the process as outlined in this RFT, proponents expressly agree that no contract of any kind is formed under, or arises from, this RFT, prior to the signing of a formal written contract.

6.4 Conflict of Interest

A proponent shall disclose in its bid any actual or potential conflicts of interest and existing business relationships it may have with the Township of Ashfield-Colborne-Wawanosh, its elected or appointed officials or employees. The Township of Ashfield-Colborne-Wawanosh may rely on such disclosure.

6.5 Solicitation of Council Members, Township Staff and Township Consultants

Proponents and their agents will not contact any member of the Township of Ashfield-Colborne-Wawanosh Council, staff or consultants with respect to this RFT, other than the Township representative names in section 2.6, at any time prior to the award of a contract or cancellation of this RFT.

6.6 Confidentiality

All submissions become the property of the Township of Ashfield-Colborne-Wawanosh and will not be returned to the proponent. All submissions will be held in confidence by the Township unless otherwise required by law. Proponents should be aware that the Township of Ashfield-Colborne-Wawanosh is a “public body” defined by and subject to the Freedom of Information and Protection of Privacy Act of Ontario.

6.7 Occupational Health and Safety

The proponent has read and agrees to comply with the Township of Ashfield-Colborne-Wawanosh’ corporate statement regarding occupational health and safety while conducting any meetings, inspections, etc. required to administer this bid or a resulting policy.

6.8 Legal Conditions

The proponent certifies that:

- a) They have no outstanding taxes, levies, fees, charges or fines which are payable, either directly or indirectly, to the County of Huron or to the Township of Ashfield-Colborne-Wawanosh, and if the Township of Ashfield-Colborne-Wawanosh is or becomes aware of any such outstanding taxes, levies, fees, charges or fines, then those amounts may be set-off against any monies payable to the Vendor under this contract.
- b) They will comply, and are presently in compliance, with all relevant federal, provincial and municipal laws and that they will also comply, and are presently in compliance, with any

orders of a Court of competent jurisdiction, including Ontario's Superior Court of Justice, the Ontario Court of Justice and the Provincial Offences Court, failing which this Contract may be terminated by the Township without cost or penalty to the Township. The vendor shall provide such information in this regard as required by the Township to evidence such compliance.

6.9 Supply and Maintenance of Equipment

The vendor certifies that any new vehicle purchased will be delivered in new condition with fewer than 200 km displayed on the odometer.

Schedule A – Tender Form

	Half Ton Truck
Make	
Model	
Model Year (2024 or 2025)	
Price	
13 % HST	
License Fee	
Plate & Sticker Fee (sticker valid to end of December 2022)	
Tire tax, if applicable	
Total Bid	

Schedule B – Form of Bid

(Return all of Schedule B with the Bid Package Submission)

Contact Information of the Proponent

Legal Name of the Proponent or Individual

Mailing & Courier Delivery Address with Postal Code

Telephone Number

Fax Number

H.S.T. Number

For Any Questions Regarding the Bid, Name the Contact Person and Their Title

Contact's email address

	+	=
Bid Price Before tax	HST	Total Bid Price Including HST

Authorized Signature

Name (Please print)