



**Request for Qualifications
For
Qualified Services Provider Roster**

Request for Supplier Qualifications No.: **29-2021**

Issued: **November 3, 2021**

Submission Deadline: **December 1st, 2021 11:00 AM local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

The Township of South Glengarry (the “Township”) is implementing a Qualified Service Provider Roster to retain the services of one or more contractors to complete narrow-scope assignments or to support the general operation of the Municipality.

The Township, in Ontario’s Celtic Heartland, is a proud rural community with a vibrant heritage, located at the east end of Ontario, bordering Quebec. South Glengarry has nearly 50 kms of waterfront trails, and numerous recreation areas and parks along the St. Lawrence River. It is home to several historical landmarks, festivals and events. The Township was established on January 1, 1998, with the amalgamation of the former Townships of Charlottenburgh and Lancaster, along with the Village of Lancaster.

New suppliers will be permitted to apply for qualification and inclusion on the Qualified Service Provider Roster at any time. The Township will consider new applications and refresh the Qualified Service Provider Roster on a quarterly basis and will notify applicants of the outcome.

1.1.2 Applicable Trades and/or Services

Applicable trades/services include, but are not limited to:

- Appliance Service
- Arborist (Tree Cutting and Brushing)
- Carpentry
- Commercial Doors
- Electrician
- Flooring
- General Service
- HVAC
- Locksmith
- Painting (interior/exterior)
- Plumbing
- Small Engine Repair
- Streetlight Repair
- Welding

1.1.3 Respondent must be Single Entity

The respondent must be a single legal entity that, if selected, intends to enter into the contract with the Township. If the quotation is being submitted jointly by two (2) or more separate entities, the quotation must identify only one (1) of those entities as the “respondent”. The respondent will be responsible for the performance of the Deliverables.

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be:

Kelli Campeau – Clerk: kcampeau@southglengarry.com

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

1.3 Prequalification Process

Responses will be evaluated in accordance with the evaluation process set out under Section F. Criteria for Consideration (Appendix A – RFQ Deliverables) of this RFQ. Based on the evaluation of responses, selected respondents will be invited to enter into a Master Framework Agreement for Roster Framework in the form set out in Appendix B (the "Master Framework Agreement"), which will govern the potential subsequent provision of the Deliverables.

Upon execution of the Master Framework Agreement, the respondent will be included on the roster of qualified service providers (the "Qualified Service Provider Roster").

1.4 Term of Contract

The Master Framework Agreement will remain in effect for a period of three (3) years with an option in favour of the Township to extend the Roster for an additional term of up to two (2) years or until terminated by the Township or until such time as the supplier is removed from the Qualified Service Provider Roster.

The Agreement shall expire on the original Expiry Date, unless the Township exercises its option to extend the Contract, such extension to be upon the same conditions and covenants contained in the Contract.

The option shall be exercisable by the Township giving notice to the Contractor not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension. Each Roster Service Provider will be provided the opportunity to provide amended pricing, which will remain in effect for the extension period of two (2) years. Prices submitted, for the extension, will be reviewed by Township staff and the supplier notified of the Township's acceptance or rejection of the new pricing.

1.5 RFQ Timetable

1.5.1 Key Dates

Issue Date of RFQ	November 3rd, 2021
Deadline for Questions	November 19 th , 2021 4:00 PM local time
Deadline for Issuing Addenda	November 24 th , 2021 4:00 PM local time
Submission Deadline	December 1 st , 2021 11:00 AM local time
Commencement of Service Contracts	January 13 th , 2022

The RFQ timetable is tentative only and may be changed by the Township at any time. For greater clarity, business days means all days that the Township is open for business.

1.6 Submission Instructions

1.6.1 Submission of Responses

Quotations will be received at the Township of South Glengarry offices, 6 Oak Street, Lancaster, Ontario:

Attention: Kelli Campeau – Clerk
Township of South Glengarry

Box 220, 6 Oak Street,
Lancaster, Ontario K0C 1N0

1.6.2 Responses to be Submitted on Time

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected.

1.6.3 Responses to be Submitted in Prescribed Format

Respondents should submit two (2) hard copies of their quotation and one (1) electronic copy on a USB drive in a sealed package. If there is a conflict or inconsistency between the hard copy and the electronic copy of the quotation, the hard copy of the quotation will prevail. Quotations should be prominently marked with the RFQ title and number (see RFQ cover), with the full legal name and return address of the respondent.

1.6.4 Amendment of Responses

Respondents may amend their quotation prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFQ title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the quotation the amendment is intended to amend or replace.

1.6.5 Withdrawal of Responses

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. The Township is under no obligation to return withdrawn quotations.

1.6.6 Public Opening

A virtual official public opening of submitted quotations will take place at 1115 hours (11:15 a.m.) local time December 1st, 2021.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85874703604?pwd=aUIJeFg1OURoNTFyeTdweTJlbVJSQT09>

[End of Part 1]

PART 2 – EVALUATION AND SELECTION

2.1 Stages of Evaluation

The Township will conduct the evaluation of responses in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements. If a response fails to satisfy all of the mandatory submission requirements, the Township will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its response will be rejected. The Rectification Period will begin to run from the date and time that the Township issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix A).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Township will review the responses to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix A) have been met. If a response fails to satisfy all of the mandatory technical requirements, the Township will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Responses that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

2.3.2 Criteria for Consideration

The Township will evaluate each qualified response on the basis of the non-price rated criteria as set out in Section F of the RFQ Particulars (Appendix A).

The review of price will be undertaken after the evaluation of mandatory requirements and criteria for consideration has been accepted.

2.4 Stage III – Pricing

Stage III will consist of a review of the submitted pricing as set out in Section G of the RFQ Particular (Appendix A). The review of price will be undertaken after the evaluation of mandatory requirements and criteria for consideration has been completed.

In the event that a respondent's pricing appears to be abnormally low in relation to the Deliverables, the Township may require the respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the respondent is unable to satisfactorily

account for the abnormally low pricing, the Township may reject the quotation. The Township may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Ranking and Selection

After the completion of Stage III, all scores from Stage II and Stage III will be added together and respondents will be ranked based on their total scores. 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 the respondent with the lowest price. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the reconditions of award listed in Section E of the RFQ Particulars (Appendix A), 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

2.6 Notification of Selected Respondents

The respondents selected by the Township will be so notified by the Township in writing. Each selected respondent will be required to satisfy the pre-conditions of selection listed in Section E of the RFQ Particulars (Appendix A) 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.

2.7 Second-Stage Competitive Process

Contractors selected to the Roster list are advised that assignments are intended, for the most part, to be presented to contractors on a rotational, "best fit", or invitational basis however, the Township may also opt to solicit bids from all Contractors on the Roster list as a second-stage competitive process.

When a project or assignment is required, the Township will utilize the Roster List to; direct award assignments, solicit tenders, proposals or quotes from some or all of the Successful Prequalified Proponents.

Please note, being awarded a spot on the Roster list does not guarantee any Contractor any amount of work to be awarded through the term of this 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 responses in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a response should reference the applicable section numbers of this RFQ.

A respondent who submits conditions, options, variations, or contingent statements either as part of its response or after receiving notice of selection, may be disqualified.

3.1.2 Responses in English

All responses are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 Past Performance

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

The Township may rely on and consider any relevant information from internal or external reference checks and background investigations, check references in addition to those provided or, any other type of information that will aid the Township in its selection.

The Township may, in its sole discretion, reject or disqualify a bid submission if the Respondent provides incomplete, unrepresentative references, or receives unsatisfactory external and/or internal references in a reference check undertaken by Township staff or has engaged in conduct that leads the Township to determine that it would not be in the Township's best interest to accept the Bid.

3.1.5 Information in RFQ Only an Estimate

The Township 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 response 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 response, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Response to be Retained by the Township

The Township will not return the response or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

This RFQ process will not result in any commitment by the Township to purchase any goods or services from any respondent. The Township is under no obligation to proceed with any second-stage competitive process for the procurement of the Deliverables. The Township makes no guarantee of the value or volume of Deliverables that may be required. Any agreement entered into pursuant to an invitational second-stage competitive process will not be an exclusive contract for the provision of the described Deliverables. The Township 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 may direct questions or seek additional information in writing by email to the RFQ Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Township is under no obligation to provide additional information, and the Township is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. The Township 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 in accordance with this section. If the Township, 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 posted in the bidding system. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Township.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify, and Supplement

When evaluating quotations, the Township 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. The Township may revisit, re-evaluate, and rescore 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 Township and a respondent, the other respondents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

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 response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFQ process or its outcome.

The RFQ Contact will contact the respondent's representative to schedule the debriefing.

Debriefings may occur by email, in person at the Township's location or by way of conference call or other remote meeting format as prescribed by the Township.

3.3.3 Procurement Protest Procedure

Any respondent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the respondent wishes to challenge;
- (b) a clear explanation of the respondent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the respondent's contact details, including name, telephone number and email address.

The Township will send an initial response to acknowledge receipt of the respondent's notice and indicate the date by which the Township will provide the respondent with a formal response.

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 Township in the preparation of its response that is not available to other respondents;
 - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
 - (iv) 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
 - (v) 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;
- (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 Township may disqualify a respondent for any conduct, situation, or circumstances, determined by the Township, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the Township may be precluded from participating in the RFQ process in instances where the Township has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

The Township may disqualify a respondent or terminate any contract subsequently entered into if the Township determines that the respondent has engaged in any conduct prohibited by this RFQ.

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 C).

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 selection of respondents 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 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 Township; deceitfulness; submitting responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.8 Supplier Suspension

The Township may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the Township, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the Township will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Township in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of the Township

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

- (a) is the sole property of the Township 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 RFQ Contact; and
- (d) must be returned by the respondents to the Township immediately upon the request of the Township.

3.5.2 Confidential Information of Respondent

A respondent should identify any confidential information in its response or any accompanying documentation.

The Township will make reasonable efforts to safeguard confidential information of respondents, subject to disclosure requirements under the Municipal Freedom of Information and Protection Privacy Act or other disclosure requirements imposed by law or order of a court tribunal.

Respondents are advised that their responses will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Township to advise or assist with the RFQ process, including the evaluation of responses.

In addition, respondents are advised that certain contractual information, including pricing information, may be disclosed to Township Council and, accordingly, may become part of the public record.

If a respondent has any questions about the collection and use of personal 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 Township will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of respondents, a decision to reject a response or disqualify a respondent, or a decision of the respondent to withdraw its response.

3.6.2 No Legal Relationship or Obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Township by this RFQ process.

3.6.3 Cancellation

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

3.7 Governing Law and Interpretation

The Terms and Conditions of RFQ Process (Part 3)

- (a) are intended to be interpreted broadly and separately (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]

APPENDIX A – RFQ PARTICULARS

A. THE DELIVERABLES

The Township intends to establish a list of contractors which Township staff will contact on an “as needed” basis to arrange for the provision of services. This work includes, but is not limited to Alarm Service Technicians, Appliance Service, Arborist, Carpentry, Commercial Doors, Electrician, Flooring, General Service, Grass Cutting, HVAC, Locksmith, Painting (interior/exterior), Plumbing, Small Engine Repair, Streetlight Repair, Welding, etc. When the need for these services occur, the Township will determine and contact the most appropriate service provider available to complete the work.

Previously Qualified Applicants

Suppliers/Vendors/Contractors who have been previously qualified for similar or same services as detailed herein, or who are currently performing work for the Township must also respond to this request to be considered for future work assignments.

Suppliers who do not participate in this RFQ process and who are not subsequently approved will be excluded from performing Work and/or bid opportunities during the term of this RFQ the same as described herein.

The Utilities Department may use the Qualified Service Provider Roster at their discretion but is not mandated to utilize the Roster listing for any work/projects.

Roster – Second Stage

The location and scope of work required at the second stage will be described at the time the request is made by the department. It is up to the Contractor to ensure they know the specifics of each job as assigned and seek clarification when in doubt by requesting additional information from Township staff and/or a site visit in order to familiarize themselves with the work.

Appendix B – Master Framework Agreement – Schedule 3 – Terms of Reference provides additional information on the Roster process, types of equipment and requirements for equipment/operator rentals for both Mainland Loyalist and Amherst Island.

Open Roster

New suppliers will be permitted to apply for qualification and inclusion on the Qualified Service Provider Roster at any time. The Township will consider new applications and refresh the Qualified Service Provider Roster on a quarterly basis and will notify applicants of the outcome.

B. MATERIAL DISCLOSURES

1. Township of South Glengarry’s Procurement By-law

Township of South Glengarry’s procurement processes are governed by its’ Procurement By-law 33-18. It is the respondent’s responsibility to become familiar with and comply with Township’s By-law.

If the terms of the RFQ are more restrictive than the terms of Township's Procurement By-law, the terms of the RFQ will prevail.

2. Accessibility for Ontarians with Disabilities Act

Loyalist Township is committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), Loyalist Township will accommodate for a disability, ensuring full and equitable participation throughout the RFT process.

If a respondent requires this RFQ in a different format to accommodate a disability, the respondent must contact the Loyalist Township Contact as soon as possible and in any event prior to the Submission Deadline. The RFQ and all addenda will be issued in accessible format only to the requesting respondent.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

Each response must include a Submission Form (Appendix C) completed and signed by an authorized representative of the respondent.

2. Pricing

Each quotation must include pricing information that complies with the instructions set out below in Section G of this Appendix A.

3. References

Provide current references, not to include the Township, for work of similar nature to this project. The Township may verify references and a negative or poor reference or job completion may, at the Township's sole discretion, be sufficient grounds for not negotiating a contract with the respondent.

2. Other Mandatory Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF SELECTION

The selected respondents must satisfy the following conditions and provide the following information upon written notice of selection to the Roster list:

1. Master Framework Agreement

To be included on the Qualified Service Provider Roster, the selected respondent must execute the Master Framework Agreement.

2. Insurance

A Certificate of Insurance for the coverage and limits as set out in the agreement – Article 6 – Standard Terms and Conditions will be required within 10 days of notice of Roster inclusion.

3. WSIB

A WSIB Clearance Certificate confirming the Supplier/Contractor is register and has an account in good standing will be required within 10 days of notice of Roster inclusion.

F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFQ. Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Non-Price Rated Criteria Category	Weighting (Points)	Minimum Threshold
Experience and Qualifications	50	30
Pricing	50	N/A
Total Points	100	N/A

i. Experience and Qualifications

Each respondent should provide the following in its quotation:

- a) a brief description of the respondent;
- b) a description of their knowledge, skills, and experience relevant to the deliverables;
- c) three (3) references from clients who have obtained a similar service from the respondent in the last 5 years; and
- d) the roles and responsibilities of the respondent and any of its agents, employees, and sub contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

G. PRICE EVALUATION METHOD

Pricing is worth 50 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each respondent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{Lowest price} \div \text{Respondent's price} \times \text{weighting} = \text{respondent's pricing points}$$

Instructions on How to Provide Pricing

- a) Respondents should submit their pricing information by completing the attached pricing form and including it in their quotations.
- b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- c) Unless otherwise indicated in the requested pricing information, rates quoted by the respondent must be all-inclusive and must include all labour and material 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

APPENDIX B – MASTER FRAMEWORK AGREEMENT

APPENDIX C – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the contact for this RFQ response and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Pricing Information

The Service Provider shall submit the following quotation (provide one completed table for every service to be provided):

Description	Rate
Type of Service / Trade Offered	
Hourly Rate (7am – 5pm) (\$/hr)	
Evening Rate (\$/hr)	
Weekend Rate (\$/hr)	
Flat Rate for Call-out (if applicable) (\$/call-out)	
Mileage Rate (\$/km)	
Hourly Rate for Specialized Equipment: (\$/hr) 1. _____ 2. _____ 3. _____ 4. _____	1. _____ 2. _____ 3. _____ 4. _____

3. Credentials

The proponent shall provide a list of the licenses and credentials they hold as required in the Province of Ontario to provide the proposed services.

1. _____
2. _____
3. _____
4. _____
5. _____

4. References

Complete the following table providing a minimum of three (3) references to which similar services were provided.

Reference #1	
Client Name:	
Contact Name:	
Contact Telephone:	
Location of Project	
Description of the Work	
Reference #2	
Client Name:	
Contact Name:	
Contact Telephone:	
Location of Project	
Description of the Work	
Reference #3	
Client Name:	
Contact Name:	
Contact Telephone:	
Location of Project	
Description of the Work	

5. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that this 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 Township and the respondent unless and until the Township and the respondent execute a written agreement for the Deliverables pursuant to a subsequent invitational second-stage procurement process.

6. 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.

7. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ. 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.

8. Addenda

The respondent is deemed to have read and taken into account all addenda issued by the Township prior to the Deadline for Issuing Addenda.

9. Communication with Competitors

For the purposes of this RFQ, the word "competitor" includes any individual or organization, other than the respondent, whether related to or affiliated with the respondent, who could potentially submit a response to this RFQ.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the respondent declares that:

- (a) it has prepared its response independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a response; or
 - (v) the submission of a response which does not meet the mandatory technical requirements or specifications of the RFQ; and

(b) it has not disclosed details of its response to any competitor and it will not disclose details of its response to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the respondent has communicated or intends to communicate with one or more competitors about this RFQ or its response, the respondent discloses below the names of those competitors and the nature of, and reasons for, such communications:

10. No Prohibited Conduct

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

11. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the response; **AND** (b) were employees of the Township within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

12. Disclosure of Information

The respondent hereby agrees that any information provided in this response, 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 response by the Township to the advisers retained by the Township to advise or assist with the RFQ process, including with respect to the evaluation of this response.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.