



2297 Highway 12,
PO Box 130
Brechtin, Ontario L0K 1B0
p.705-484-5374
f. 705-484-0441

INFRASTRUCTURE DEPARTMENT

REQUEST FOR QUOTATION

Contract # ID-05-2024

Sealed Quotations for: Fuel Requirements

As Described Herein and Addressed:

**Attention Josh Kavanagh
Director of Infrastructure
By Courier or Drop off
Township of Ramara Administration Building
Box 130, 2297 Highway 12, Brechin, ON L0K 1B0**

Please submit completed proposal in person or by mail in a sealed envelope quoting the above tender number and closing date.

Electronic Submissions will also be accepted and may be forwarded to jkavanagh@ramara.ca, and shall include all pages of the tender, and all supporting documentation.

CLOSING

DATE: March 20th 2024

TIME: 12:00 PM

PUBLIC OPENING: NO

**LOCATION: Township of Ramara Administration Building
Box 130, 2297 Highway 12, Brechin, ON L0K 1B0**

LATE SUBMISSIONS WILL NOT BE ACCEPTED

The Township reserves the right to accept or reject all or any submissions.

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INSTRUCTIONS TO BIDDERS

i. DEFINITIONS

The following definitions apply to the interpretation of the Request for Quotation;

1. **“Bidder”** means a person or entity that is submitting a tender in response to the Tender Process.
2. **“Constructor”** means the successful person or company engaged in the construction business.
3. **“Contract”** means an agreement to be signed between the Owner and a successful bidder pursuant to the tender process.
4. **“Contractor”** means the successful bidder pursuant to the tender process that has extended a contract.
5. **“Contract Administrator”** means a person authorized or appointed by the Township to act on behalf of the Owner in any particular capacity.
6. **“Closing Time”** Time and Date of Tenders has the meaning ascribed thereto in section ii of these instructions to bidders.
7. **“OPS”** means the current Ontario Provincial Standards published by the Ontario Standards organization.
8. **“Start Work Order”** means the document in writing, referred to in the tender, form that is issued by the Deputy Manager of Infrastructure or the Engineer that authorizes the Contractor to begin the work.
9. **“Tender”** means the tender documents issued by the Owner in respect of a specific opportunity and also refers to the documents submitted by a bidder in response to this tender process.
10. **“Tender Documents”** means the documents listed in section iii of these Instructions to Bidders.
11. **“Work”** means the work to be performed by a Contractor pursuant to a Contract issued as a result of this tender as described in the Contract Documents and includes, but is not limited to, the work generally described in Section ii of these Instructions to Bidders.
12. **“Director of Infrastructure”** means the Director of Infrastructure for the Township of Ramara or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.

ii. GENERAL OVERVIEW

1. SCOPE

The Township of Ramara is interested in obtaining Tenders for the Bulk Delivery of Approximately 77,000 litres of Regular Gasoline, 50,000 liters of Coloured Diesel Fuel, 77,000 liters of Clear Diesel Fuel, and 10,000 liters of Furnace Oil (to be removed within the next 12 months) per year for a 3 Year period, as per ASTM Specifications.

2. FORM OF QUOTE

All quotations must be on the forms provided, clearly marked with "Fuel Requirements"

3. FREEDOM OF INFORMATION

All submissions to the Township become the property of the Township and such are subject to the "*Municipal Freedom of Information and Protection of Privacy Act.*"

4. BRIBERY/FRAUD

Should any bidder or any of their agents give or offer any gratuity or attempt to bribe any employee of The Township, or to commit fraud, the Township shall be at liberty to cancel the prospective bidder's submission or contract.

5. PUCHASING PREFERENCE

No preference will be given to any business for goods and/or services provided to the Township

6. INSURANCE

The Successful bidder(s) shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Township. The coverage shall include premises and all operations liability to be performed by the bidder. This insurance coverage shall be subject to limits of not less than **Five Million Dollars (\$5,000,000.00)** inclusive **per occurrence** for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

The policy shall include **The Corporation of the Township of Ramara** as an additional insured in respect of all operations performed by or on behalf of the Bidder. The Bidder(s) shall be entirely responsible for the cost of any deductible that is maintained in any insurance document.

The Insurance Policy shall not be altered, canceled or allowed to expire or lapse, without thirty (30) days prior written notice to the Township.

The Liability Insurance shall not contain any exclusion of limitations in respect of shoring, underpinning, rising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause.

Where applicable the bidder(s) shall carry standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Bidder(s), its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Two Million Dollars (\$2,000,000.00)** per occurrence.

7. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The successful bidder(s) shall supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract indicating that all of the assessments the bidder(s) or subcontractor(s) is liable to pay under *Worker's Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

Effective January 1 2013, Bill 119 legislates that all Contractors and Sub-Contractors categorized under class G: construction, shall have WSIB account and clearance coverage prior to commencing any contract.

Alternatively, if the successful Bidder(s) is an Independent Operator and is not categorized under Class G: Construction, the Bidder(s) shall submit a letter, from the WSIB, confirming that s/he has Independent Operator Status under the WSIB Act for work to be carried out for the Township of Ramara. If the Bidder(s) does not have Independent Operator Status, the Bidder shall;

- I. Complete an Independent Operator Status Questionnaire upon being awarded the contract; and,
- II. Fund all costs associated with any appeal of a determination by WSIB that the Bidder is not an Independent Operator; and,
- III. Provide proof of Employer's Liability Insurance (provided either by WSIB or the Contractor's insurance provider.

The Bidder(s) acknowledges and agrees that the Township is not hiring an employee(s) to perform the work associated with this Tender. As such the Township reserves the right to terminate all Contracts associated with this Tender if all appeals have been exhausted and the bidder(s) are determined by WSIB or court or tribunal of competent jurisdiction to be an employee. Any and all monies to be paid to the bidder(s) shall be returned regardless of the extent of work that has been completed to that point, and all material and documents associated with the Tender, as well as Township property, shall be returned to the Township. The bidder(s) acknowledges

and agrees that any work completed to the date the appeal process has been completed, and an unfavorable determination is made will be provided to the Township for free and without any expectation of compensation. The risk associated with completing any work while there is an appeal process underway is entirely born by the bidder(s).

8. ACCESSIBILITY

The Bidder(s) shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act* 2005, S.O. 2005, chapter 11 and the Regulations with regard to provision of the goods and/or services contemplated herein, including, without limitation, section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, as amended. The Bidder(s), when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Bidder(s) acknowledges that the Corporation of the Township of Ramara, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

9. HEALTH & SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Ontario Occupational Health and Safety Act (OHSA or the Act), applicable Regulations, applicable standards, and other applicable legal requirements.

Unless otherwise stated, the successful bidder, for the purposes of the Act, shall be designated as the 'Constructor' for this project. The constructor has complete control of the work on behalf of the Township and is responsible for regulatory compliance and safe work procedures on the job site.

Any requirement for a Notice of Project to be submitted to the Ministry of Labour (MOL) is the sole responsibility of the constructor.

The Constructor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act, applicable Regulations, Standards, Environmental Protection Act, other legal requirements, and/or their own Health & Safety Policies and Procedures whether by the Constructor or any of its subcontractors may result in:

- The termination of the contract,
- The immediate removal of the Constructor and/or sub-contractor's equipment from the site,
- The forfeiture of all sums owing the constructor/or sub-contractor by the Township Of Ramara

The Constructor's health and safety responsibilities will include the following:

- where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful bidder

shall ensure that the requirements of the Occupational Health and Safety Act, applicable Regulations and environmental requirements are complied with,

- ensure workers are aware of the hazardous substances that may be in used at the workplace,
- ensure workers are provided with and wear the appropriate personal protective equipment required for the area when engineering controls aren't practicable,
- demonstrate the establishment and maintenance of health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation,
- The Constructor acknowledges that they are familiar with the Occupational Health and Safety Act, applicable Regulations, applicable Standards and other legal requirements that applies to the work being conducted,
- The Contractor covenants and agrees to observe strictly and faithfully the provisions of the Occupational Health and Safety Act, applicable Regulations, and rules circulated there under together with the Constructor's Health and Safety Policies and Procedures.
- The Constructor agrees to indemnify and save the Township of Ramara harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and other applicable legal requirements.
- The Constructor agrees to have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.
- The Constructor shall allow access to the work site on demand to representatives of the Township of Ramara to inspect work sites.
- The Constructor agrees that any damages or fines that may be assessed against the Township of Ramara by reason of a breach or breaches of the Occupational Health and Safety Act and applicable Regulations by the Constructor or any of its sub-contractors will entitle the Township of Ramara to off-set the damages so assessed against any monies that the Township of Ramara may from time to time owe the Constructor under this contract or under any other contract whatsoever.
- Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Constructor agrees that the provisions of this section (**09. Health & Safety**) will apply to the subcontractor and the Constructor will enforce said provisions.
- The Township of Ramara may consider previous OHSa violations as grounds for rejection and the Township of Ramara may terminate any

contract arising from this document if the Bidder is continuously in violation of OHSa requirements.

Proof of the above may be required by the Township at any time from tendering to project completion.

10. ASSIGNMENT OF CONTRACT

The successful Bidder(s) shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, company or City, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

11. ESTIMATED QUANTITY IN LITERS AND DELIVERY LOCATIONS

Name & Location	Gas	Diesel Clear	Diesel Colour	Furnace Oil
Ramara Township Municipal Works YARD #1 5853 Highway 12	37,000	60,000	36,000	
Ramara Township Municipal Works YARD #2 2115 Highway 12	40,000	12,000	4,000	
Ramara Township Municipal Works YARD #3 7305 County Road 169		5,000	10,000	10,000 (To be removed in the next 12 months and converted to propane)
Lagoon City Water Treatment Plant 2A & 2B Poplar Crescent Brechin On			2,000	
Lagoon City Pump Station Poplar & Laguna Parkway			300	
Lagoon City Sewage Treatment Plant			400	
Bayshore Village Water Treatment Plant			300	
TOTAL LITERS	77,000	77,000	58,000	10,000

12. MATERIAL SAFETY DATA SHEETS

A current **MATERIAL SAFETY DATA SHEET** is to be submitted with the quotation.

13. TERMINATION

In the event that the Tenderer fails to comply with any of the Terms and Conditions set forth in the signed Contract/Agreement, the Tenderer will be notified in writing and will be given ten days to comply with the violated sections. At the expiration of the stated period of time, if the Tenderer has not complied to the satisfaction of the Township the Contract can be terminated by the Township. Any termination of the Contract by the Township shall be without prejudice to any other rights or remedies the Township may have.

14. TENDER'S RESPONSIBILITY

a. PERMITS, LICENSES AND REGULATIONS

The Tenderer shall apply and pay for all necessary permits and licenses, approvals and consents required for the execution of the work. The Tenderer shall give all necessary notices and pay all fees required by law and comply with all laws, by-laws, rules, regulation and requirements relating to the work and to the preservation of public health. The Tenderer shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

b. QUOTATION DOCUMENTS AND SITE EXAMINATION

All Tenderers, before submission of their Quotation, shall have thoroughly examined all Quotation Documents as well as the site of the proposed work in order to inform themselves of the conditions attending to the execution of the work. The site will be made available to the Tenderer during the Tendering period for testing purposes, if required.

The Tenderer is responsible to carefully examine all sites in which work under this Contract is to be performed, satisfy himself as to the character and nature of the ground conditions and identify what types of equipment will be required to perform the work.

The submission of a Quotation shall be deemed to be proof that the Tenderer has complied with the foregoing requirements.

The Tenderer is not to claim at any time after submission of the Quotation that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions. No verbal agreement or conversation with any officer, agent or employee of the Township, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. Care should be exercised in reading and completing all Quotation Documents as failure to comply with the instructions To Tenderers, Form of Quotation and Specifications and Requirements may disqualify your submission.

c. **DISCREPANCIES**

If a Tenderer finds discrepancies in or omissions from the Quotation Documents, or if her/she is in doubt as to the meaning, he/she shall notify the Designated Official. The Designated Official may then issue a written addendum. Addenda issued during the Tendering period shall be taken into consideration by the Tenderer in submitting their Quotation.

15. GOVERNING LAW AND REGULATIONS

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated, in all respects, as an Ontario Contract. The parties shall irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario.

Tenderers shall comply with the requirements of all legislative enactments, regulations and orders that may apply to the requirements described herein.

16. COMMENCE WORK

Work to be performed under this Contract, in part, shall not be known until the requirement arises. The Contractor shall routinely top up all tanks and upon notification from the Township, supply product requested within twenty four (24) hours.

17. ESTIMATED QUANTITIES

It is not known at this time the full extent of work to be performed under this Contract. Quantities indicated in the Form of Quotation are estimates only and are based on previous annual requirements. The Owner reserves the right to order over or under these quantities. Payment will be made on actual quantities supplied. No extra compensation will be allowed as a result of a reduction of Contract work from that shown in the quantities identified herein. Items will be ordered on an as-needed basis and where applicable, are to be delivered within twenty four (24) hours of order placement.

18. DURATION OF QUOTATION

This Quotation shall be effective for Three (3) years from July 1, 2024 to award of next Contract in the spring of 2027. All prices as quoted, other than the posted and published rack pricing for gasoline and diesel fuels, are to remain in effect from July 1, 2024 to award of next Contract in the summer of 2027.

19. METHOD OF PAYMENT

The Tenderer shall invoice the Township of Ramara on a monthly basis. Each invoice shall contain total cost and show the H.S.T. as a separate item. Invoice must make clear reference to the respective product delivery slips, no interest will accrue within the 30 day period following receipt of statement and all corresponding invoices and delivery slips.

20. DELIVERY

a) GENERAL INFORMATION

The delivered materials shall become the property of the Township only when the materials have been placed in the approved fuel tanks at specified locations.

Delivery, whether "As Required" or "Keep Filled", shall be BULK product, F.O.B. destination, freight pre-paid, into bulk tanks at locations listed below.

A detailed delivery ticket, showing the date and location of delivery, exact quantity and description of goods shall accompany each delivery.

Invoicing shall reference delivery ticket number(s).

The Township reserves the right, from time to time with due notice, to alter the locations and number of fuel delivery points in keeping with their changing operational conditions.

The estimated annual usage is not guaranteed to be the actual quantities used and are furnished without any liability.

b) DELIVERY ASSIGNED TO AN AGENT OR CARRIER

The Contractor may assign the delivery of fuel required in the Quotation to an agent or carrier but the cost of delivery must be reflected in the Schedule of Items and Prices. It will be the Contractor's responsibility to pay the agent or carrier.

If delivery is assigned, the Contractor is not relieved of any responsibility as set out in the Request for Quotations. It will remain the Contractor's responsibility to ensure complete compliance according to the terms and conditions of this Request for Quotations. The Contractor shall notify and receive approval from the Township before any assignment of duties changes.

c) “KEEP FILLED” DELIVERY

Delivery by truck or tanker to Township locations shall consist of delivery on a “keep filled” basis.

The Contractor shall be responsible for confirming all locations requiring “keep filled” delivery and for ensuring adequate levels of fuel are on hand at these locations. The Contractor shall set up a process at each “keep filled” location to be able to check tank levels, obtain readings and schedule deliveries to ensure adequate supply. If a fuel run-out situation occurs, it shall be the Contractor’s responsibility to make good all damages and costs incurred by the Township caused by a lack of fuel.

d) AFTER HOURS AND SPECIAL SERVICES

Fuelling sites are 24-7 day operations. The Contractor shall be available to respond to after-hours or emergency services if required and provide after-hours contact information and guaranteed response time.

e) EMERGENCY DELIVERIES

As part of the emergency planning process, the Contractor shall make every reasonable effort to enter into contractual agreements with its private haulers or other transportation services, sales customers and others to obtain fuel supplies in the event of a major emergency, or as an alternative, to implement usage reductions, so that the severity of the supply or capacity disruption can be mitigated.

The purpose of these arrangements is to provide a means to minimize the potential of supply shortfalls that threaten public health and safety. The Township’s fuel requirements must be considered the highest priority due to the public service nature of the Township’s business.

f) ENVIRONMENTAL CLEAN UP

The Contractor shall take every care during delivery of all types of fuel. The Contractor shall be responsible for the immediate cleanup of any spillage or leakage that occurs during the transporting of materials. In the event that the Township is forced to clean up such spillage or leakage, all cost in this regard will be charged to the Contractor and deducted from payment.

The Contractor shall be responsible for notification, containment, clean up and disposal requirements in accordance with all Federal and Provincial laws and regulations in the event of a spill during the transfer of fuel from vehicle to Township storage tanks.

In the event of a spill, the Contractor shall notify the Township office at 705-484-5374, or after hours at 1-800-663-4054, of the location of the spill and ensure that clean up and removal of spilled fuel is undertaken to the satisfaction of the Township. The Township will only pay for the fuel delivered and received into the tank(s) at the designation locations provided that, in the event of a spill caused by the Township, the Township shall be responsible for all associated costs incurred by the Contractor.

g) PROOF OF DELIVERY

The successful Tendered must provide acceptable proof of delivered quantities of product in the form of a printed meter ticket for each product, prepared at the time of delivery.

21. PRICING

a. GENERAL INFORMATION

All Quotation prices are subject to adjustment on a weekly basis using the Canadian Unbranded Rack Prices published in the Bloomberg "Oil Buyers Guide (OBG), Price Supplement".

- i. For Regular Unleaded Gasoline and Ethanol:
"Canadian Unbranded Rack Price", "*Regular Unl.*"
(Toronto or Winnipeg)
- ii. For Diesel (Clear or Colored):
"Canadian Unbranded Rack Price", "*LS Diesel*" (or *Ultra-Low Sulphur when in effect*)
(Toronto or Winnipeg)
- iii. For Furnace Oil:
"Canadian Unbranded Rack Price", "*Furn No. 2*"
(Toronto or Winnipeg)

Toronto, Ontario or Winnipeg, Manitoba is the only designated RACKs from which the above reference prices shall be selected to calculate the adjustment to Quotation Unit Prices for the Township of Ramara.

The adjustment to the Unit Prices will be based on the weekly price change of the Toronto Canadian Unbranded Rack Prices as listed in the Bloomberg Oil Buyers

Guide (OBG) – (Friday) Price Supplement. If the OBG is not published on its regular Friday date (due to statutory holidays, etc.) the next earliest publication shall be employed.

Any published rack price changes will be added or subtracted from the Contractor's initial base price at the beginning of the Contract and then on a weekly basis thereafter. Weekly price changes will take effect on Saturdays.

Tenderers must submit the completed Schedule of Items and Prices of the Form of Quotation.

All prices must be quoted in Canadian funds. Prices must be f.o.b. destination, including all freight and delivery charges to the Township locations specified. Quotation Price shall include all labour, material, duty, sales tax, exchange, etc. and all other charges in manufacturing and delivery of fuel to the Township sites and storage tanks.

Increases or decrease in tax shall be effective on the dates established by the Federal and Provincial governments for each increase or decrease. Price adjustment imposed or allowed by the Federal and Provincial governments will only become effective on the date(s) stated and/or upon the expiry of all stipulated waiting periods(s) whichever is longer.

All Tenderers are required to provide their G.S.T. /H.S.T. Vendor's identification number in the Form of Quotation. All Tenderers operating as "Small Trader" with the Federal government must also indicate this in the Form of Quotation.

b. "COST/PLUS" PRICING REQUESTED

The Township acknowledges the risk Tenderers face when quoting a fixed price for each category of fuel for a fixed time period. Accordingly, rather than provoking a fixed price for a fixed item, the Township desires to adopt a **"Cost/Plus" proposal**, as set out in the **Schedule of Items and Prices**, where the **"Cost Component"** is variable over the term of the Contract and the **"Plus Component"** is fixed over the term of the Contract.

c. COST COMPONENT

The "Cost Component" of the price paid to the Contractor for a particular day's deliveries will be the price in effect on that day based on supporting documentation provided by the Contractor.

In recognition of the fact that the cost components can change on a regular basis, all Tenderers are asked to submit cost numbers in the **Schedule of Items and Prices** of the Form of Quotation as the arbitrary amounts as follows; Regular Gasoline with 10% Ethanol \$0.8550, Clear Diesel \$1.0260, Colored Diesel \$1.0260, and Furnace Oil \$1.0690 all amounts are per liter plus any additional fees and charges.

Lines 1 through 12 on the **Schedule of Items and Prices** in the Form of Quotation are designed to identify the elements of the Tenderers "Cost Component".

Tenderers must submit independently verifiable documentation to support lines 2 through 12 in the Schedule of Items and Prices

The information supplied with the Quotation must be the same information that will be submitted during the term of the Contract in support of the Contractor's required "Cost" change.

This historical cost will be used to provide a method of comparing per litre prices submitted at a point in time, but it is understood that the cost component will fluctuate up or down as the Contractor's cost fluctuates up or down over the term of the Contract.

The Township may request additional information from each Tenderer to clarify the "Cost Component" of the **Schedule of Items and Prices** in the Form of Quotation.

The total price per litre, as identified on Line 15 of the **Schedule of Items and Prices** in the Form of Quotation, must be an all-inclusive delivered price.

22.PRICE INCREASE CLAUSE

Quotations containing any price increase clause, other than for the posted and published rack pricing for gasoline and diesel fuels, or for increase in Administration fees within the agreement period for the Quotation shall be rejected.

23.INVOICING

Delivered volumes of fuel shall be invoiced on a temperature corrected basis in accordance with tables published in PI-ASTM-IP (Table 54B) as supplemented or amended from time to time.

The Contractor shall invoice the Township monthly and the Township will be responsible for paying the Contractor directly from each month's statement. The invoice must clearly show the cost components (as outlined in the **Schedule of Items and Prices**) in effect for the day of delivery.

The Township will track all price changes over the course of the Contract and be able to establish the price to be in effect for a particular day's deliveries. Accordingly, the Contractor shall submit evidence to support any price change that occurs and the effective date the price change is to take effect. The evidence to be presented must be the same evidence submitted with the Tenderer's Quotation that supports prices reflected in the **Schedule of Items and Prices**.

All invoices covering purchases by the Township **must**:

- a) Itemize all applicable taxes and import duty owing separate from the basic cost of the deliverables;
- b) Indicate the product and quantity delivered to the Township (volume by litre rounded to a maximum of two decimal places);
- c) Indicate the unit price for the goods and the total amount payable by the Township in respect of the deliverables;
- d) Be produced by pick up delivery destination and sorted by delivery slip number;
- e) Invoices not referencing a metered delivery slip, or which are lacking any of the information required above, or contain a billing error, will not be processed and will be returned unpaid to the Contractor with a description of the billing error or missing information.

24. BULK FUEL PRODUCT SPECIFICATIONS

Submission of a Quotation for this Request for Quotation shall be a confirmation that the Tenderer's products meet the Canadian Government Standards Board Specifications, as amended, or subsequent edition, as stated below:

Regular Unleaded Gasoline (87 Octane) – CAN/CGSB 3.5-2004

OR

Ethanol Blended Regular Unleaded Gasoline (87 Octane) – CN/CGSB 3.511-2005A

No. 1 Ultra-Low Sulphur Clear Diesel Fuel – CAN/CGSB 3.517-2007

No. 1 Ultra-Low Sulphur Coloured Diesel Fuel – CAN/CGSB 3.517-2007.

Furnace Oil – CAN/CGSB 3.2-2007

TENDERERS MUST ATTACH SPECIFICATIONS FOR ALL FUEL PRODUCTS QUOTED TO THE FORM OF QUOTATION.

NOTE: Regarding Conditioning of No. 1 Diesel Fuels – should be conditioned to a cloud point starting at approximately -12 degrees Celsius and colder, to a minimum of -31 degrees Celsius, during the winter season (approximately October 1 to approximately April 30) to prevent gelling of diesel fuel.

The Contractor shall be responsible for removing from any Township site and making good by whatever means necessary, any fuel not meeting the product specification. Only fuels that meet with the above specifications shall be delivered.

Tenderers are requested to attach a schedule of adjustment of diesel fuels and a map showing details of geographical areas covered under this program.

25. QUALITY CONTROL

The Contractor shall ensure that all goods supplied to the Township will be of proper quality, material and workmanship and in full conformity with the specifications, models or samples, if any, and all requirements of this Request For Quotation.

During the Term of the Contract, the Township reserves the right to inspect representative samples of the goods delivered and/or conduct testing with an independent laboratory of its choice to determine if the Contractor's product meets the product specifications set out in the Request For Quotation. Samples are to be taken directly from the Contractor's delivery truck. In the event that the product(s) does not comply with the Fuel Product Specifications, the delivery will be refused or if fuel has been subsequently delivered into the Township's tank(s), the Contractor shall arrange to have the tank(s) pumped out and the product replaced at no charge to the Township, pay for damages to any vehicle or equipment that may arise as a result of the fuel not meeting the specifications and pay for the associated costs of the testing.

26. SAFETY

The Contractor shall provide adequate protection for workers and the public at all times, under the applicable federal, provincial statutes, and in accordance with all municipal bylaws and regulations, together with any additional safety measures.

The Contractor shall observe and comply with all municipal and provincial safety regulations and shall obtain and pay for all permits, fees, etc. that may be applicable in carrying out the work.

The Contractor shall ensure that, during the performance of the Work of the Contract, its personnel and the personnel of any and all Sub-Contractors are equipped and wear appropriate personal protective equipment at all times when on Township property or Township facilities.

27. PRODUCT VERIFICATION

The Corporation reserves the right to take samples of product, at any time, for product verification of specification compliance and/or detect the presence of any contaminants.

28. CORPORATE BUSINESS CONTINUITY PLAN/CORPORATE EMERGENCY DELIVERY PLAN

The Tenderer shall include in their Quotation submission, a narrative providing information regarding their Corporate Business Continuity Plan to ensure a continuous supply of fuels quoted.

The Tenderer shall also include in their Quotation submission, a narrative providing information regarding their Corporate Emergency Delivery Plan that will ensure the uninterrupted supply and delivery of fuel products quoted before or during disasters or emergencies including but not limited to ice and snowstorms, fire, explosions and power disruptions. The Plan will provide for a response within thirty (30) minutes of initial telephone contact by the Township.

The Plans may indicate, as an option, the availability of access to Contractor storage sites for fueling purposes.

The Plans, at a minimum, shall include primary and secondary contacts, name of distributor or hauler, call center number, cell phone number. The telephone number(s) must be accessible twenty-four (24) hours per day.

In the event that there is different pricing for the delivery of fuel in an emergency situation, the Tenderer shall provide such pricing in the Emergency Delivery pricing section (Line 18) of the Schedule of Items and Prices in the Form of Quotation.

The Contractor and the Township shall provide each other with primary and secondary emergency contact names and telephone numbers that are accessible twenty four (24) hours per day, 365 days per year.

The Contractor shall be prepared to continue to work with the Township over the term of the Contract in further developing joint Business Continuity Plans and/or Emergency Delivery Plans.

29. AWARD OF QUOTATION

The award of the tender will take the following into consideration:

- a. Expertise;
- b. Access to equipment possessing the required safety devices to conform to all regulations
- c. Availability;
- d. Reliability;

- e. Past Performance; and,
- f. Price.

30. HIGHWAY TRAFFIC ACT

The Bidder(s) of any equipment being used under hire by the Township shall be responsible to ensure the equipment is in full compliance of all statutes of the Highway Traffic Act, R.S.O. 1990.

31. QUALIFICATIONS

The successful Bidder shall be a company of recognized standing at least five (5) years' experience in this type of work and have the necessary equipment and skilled labor to carry out the work adequately.

32. SUBMISSION FORMAT & CONTENTS

32.1 GENERAL FORMAT OF SUBMISSION

The Township **will not** accept any other format of the schedule I items Prices other than that provided within this Request for Quotation. Schedule I items and Prices are to be completed **in full** as provided in this document with no modifications, additions or deletions. **Failure to complete Schedule I as stipulated may result in disqualification of the bid submission.**

32.2 CONTENTS OF SUBMISSION

The Request for Quotation response submission should include the following information only and shall be submitted in the same sequence provided:

- I. **Entire Tender Package**
- II. **Completed Bidder Information Form**
- III. **Operator Experience.**
- IV. **Health and Safety:**
 - a. Provide a current and valid certificate of clearance from WSIB
 - b. Provide a current MSDS Sheet for all products quoted
- V. **Provide all mandatory information as requested within Schedule I**
- VI. **Ensure Schedule I is initialed and dated.**
- VII. **Completed Schedule II – Ability and Experience Form.**
- VIII. **Provide a completed Declaration of Accessibility Compliance Form.**

iii. TENDER DOCUMENTS

QUOTATION FORM

THE CORPORATION OF THE TOWNSHIP OF RAMARA

FUEL

DOCUMENTS TO BE ENCLOSED WITH THIS FORM INCLUDING BUT NOT LIMITED TO:

- **Entire Tender Package**
- **Bidder Information Form**
- **Health & Safety Information**
- **Current MSDS Sheet for products quoted**
- **Schedule I – Items and Prices**
- **Schedule II – Ability and Experience Form**
- **Declaration of Accessibility Compliance Form**

BIDDER INFORMATION FORM

**BIDDERS MUST COMPLETE THIS FORM AND INCLUDE WITH THEIR SUBMISSION
PLEASE ENSURE ALL INFORMATION IS LEGIBLE.**

Company Name	
Bidder's Main Contact Individual	
Address (Including postal code)	
Office Phone #	
Toll Free#	
Cellular#	
Fax#	
E-Mail Address	
Website	
HST Account #	

**I CERTIFY THAT ALL PRICES IN SCHEDULE I CONSTITUTE THE OFFICAL QUOTATION
BID**

NAME: _____
(PRINT)

AUTHORIZED SIGNATURE: _____

DATE: _____

SCHEDULE I – ITEMS AND PRICES

Administration Fees, including delivery, overhead, profit and all other costs to be included in the price per litre. All prices are to be expressed as dollars to 4 decimal point (\$x.xxxx).

Reference	Description	Regular Unleaded Or Ethanol Blended Regular Unleaded Gasoline Per Litre	No. 1 Clear Ultra-Low Sulphur Diesel Fuel Per Litre	No. 1 Coloured Ultra-Low Sulphur Diesel Fuel Per Litre	Furnace Oil Furn. No. 2 Per Litre	TOTAL PRICE
C1	C2	C3	C4	C5	C6	C7
	PART A – “COST”					
1	Arbitrary Rack Price	0.8550	1.0260	1.0260	1.0690	
2	Cartage to Ramara					
3	Discounts that may apply					
4	Other (specify)					
5	Other (specify)					
6	SUB-TOTAL (Line 1 Through Line 5)					
7	Federal Excise Tax					
8	SUB-TOTAL (Line 6 + Line 7)					
9	Provincial Road Tax					
10	SUB-TOTAL (Line 8 + Line 9)					
11	H.S.T. (13% on Line 10)					
12	TOTAL COST COMPONENT (Line 10 + Line 11)					
	PART B – “PLUS” (the fixed cost component)					
13	Mark-up to be charged to the Township by the Contractor over and above Line 10 amount					
14	H.S.T. ON Mark-up (13% X Line 13)					
15	Total price per litre that would have been charged to the Township under this quotation on January 17, 2024. (Lines 12 + 13 + 14)					
16	Estimated annual quantities (Litres)	77,000	77,000	50,000	10,000	
17	Extended Price (Line 15 X Line 16, to nearest dollar)					
	PART C – “Emergency” Delivery					
18	Emergency Delivery Charge (if applicable)					

I/We, the undersigned, having carefully examined the Information to Tenderers, Form of Quotation and Specifications and Requirements do hereby offer and agree to enter into an Agreement with the Corporation of the Township of Ramara for supply, delivery and off-load of Regular Unleaded Gasoline (or Ethanol Blended Regular Unleaded Gasoline), No. 1 Ultra-Low Sulphur Clear Diesel Fuel, No. 1 Ultra-Low Sulphur Coloured Diesel Fuel and Furnace Oil (Fun. No. 2) and in accordance with the Quotation Unit Prices as set out in greater detail below:

FOR THREE (3) YEAR CONTRACT

State whether Regular Unleaded Gasoline or Ethanol Blended Regular Unleaded Gasoline priced:

Indicate below which Canadian Unbranded Rack (Toronto or Winnipeg) will be referenced for Quotation pricing during the term of the Contract: _____

All Tenderers are required to provide their H.S.T. Vendor's Identification Number (VIN) in their Quotation.

All Tenderers operating as a "Small Trader" with the Federal government must advise the Township in their Quotation.

H.S.T. Vendor Identification Number: _____

OR

Operates as a Small Trader with the Federal government: _____

TENDERERS STATEMENT OF CAPACITY

Location and Size of Bulk Tanks: _____

Normal Delivery Time: _____

Emergency Response Delivery Time: _____

Quotation price shall be good until _____, 2027

SCHEDULE II – ABILITY AND EXPERIENCE FORM

The Bidder shall provide below three (3) separate Customers **other than the Township** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

REFERENCE #1	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #2	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #3	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	

REFERENCE RELEASE FORM

I _____ (authorised signatory for the submitting firm) authorize the Township to contact the person and/or organization listed on the ABILITY & EXPERIENCE FORM, for the purpose of obtaining information relating to the bidder

The Township reserves the right to call references if in its sole discretion finds a need to do so.

The Township reserves the right to check other references other than listed herein.

DECLARATION OF ACCESSIBILITY COMPLIANCE FORM

Company Name: _____
 Print Name: _____
 Title: _____
 Date: _____

I acknowledge that I am required to comply with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service) made under the *Accessibility for Ontarians with Disabilities Act, 2005*. I confirm that my employees, agents, volunteers and representatives who are required to receive training under the Act have completed the required. I will provide to The Corporation of the Township of Ramara any further documentation that confirms this training upon its request.

I will indemnify the Corporation of the Township of Ramara from and against any costs, expenses, fines, penalties, damages or losses that may arise or may be incurred as a result of my failure to comply with these requirements.

I declare that I have read, understood and will meet all enacted accessibility standards as amended from time to time.

I further declare that if applicable I will undertake to ensure any sub-contractors hired by _____ (insert company name) for the completion of work contracted by the Township will also comply with the above requirements.

 Authorized Signature
 I have authority to bind the corporation.

 Date