



TOWNSHIP OF LANARK HIGHLANDS
TENDER #PR 2022-02

**OBTAIN THE SERVICES TO EXCAVATE AND REPAIR THE FOUNDATION AT
THE LANARK & DISTRICT MUSEUM**

Having examined the Request for Tender – to obtain the services to Excavate & Repair the foundation at the Lanark & District Museum, the undersigned agrees to supply and deliver all goods and services according to Schedule “C” to the Corporation of the Township of Lanark Highlands for the Lanark & District Museum in accordance with all terms and conditions specified herein.

The undersigned agrees to indemnify and save the Township harmless from any and all claims and demands whatsoever, arising from or in any way connected with property damage while performing services for the Township of Lanark Highlands.

Name of Firm or Individual

Address

Telephone and Fax Number

Email Address

Name of Person Signing for Firm

Position of Person Signing for Firm

TENDERS RECEIVED BY:

Chelsea Rath,
Manager of Facilities/Community Affairs
Township of Lanark Highlands
75 George Street, P.O. Box 340
Lanark, Ontario
K0G 1K0
Telephone: (613) 259-2398 Ext. 252
FAX: (613) 259-2291

Note: Personal information collected from applications is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, and will be used to determine qualifications. Questions about the collection of Information should be directed to the Clerk Administrator at the address indicated above.

The Contractor has carefully examined the provisions, specifications and conditions attached to this bid and has carefully examined this contract and the bidder understands and accepts the said provisions and conditions, and for the prices set forth in this sealed bid.

All pages of this document shall be returned with the bid submission, and all pages of this document shall be initialed by the bidder in the space provided.

BY: _____
(Name of Firm or Individual – Contractor)

Address: _____

Telephone: _____

THE TOWNSHIP OF LANARK HIGHLANDS

OBTAIN THE SERVICES TO EXCAVATE AND REPAIR THE FOUNDATION AT THE LANARK & DISTRICT MUSEUM

TENDER #PR-2022-02

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CLOSING TIME AND DATE: **2:00 P.M. (LOCAL TIME)**
FRIDAY, July 22nd, 2022

Tender submissions will be opened in a public meeting at 2:30 p.m., on the same day in the
Municipal Office Council Chambers (75 George St, Lanark, ON).

Documents are to be submitted, signed by an authorized officer of the company, and clearly
marked as to contents. Due to Covid-19 implications, proponents may submit their bids online via
biddingo.

Name: Chelsea Rath, Manager of Facilities/Community Affairs
Email: commaffairs@lanarkhighlands.ca

LATE SUBMISSIONS WILL NOT BE ACCEPTED.

SCHEDULE "A" – GENERAL CONDITIONS

1.0 INSTRUCTIONS TO BIDDERS

Definition: the term "Township", Shall mean the Township of Lanark Highlands

Submittals Procedure

- 1.1 All Request for Tender submissions shall be emailed to the Township of Lanark Highlands, as described in 1.5. Request for Tenders received after the said time will be returned unopened. All Requests for Tender submissions must clearly indicate "Replacement of Existing Top Section of the Condenser for the Ammonia Refrigeration Plant", the Bidders name and address.
- 1.2 The lowest or any Request for Tender bids will not necessarily be accepted and the Township reserves the right to reject all Request for Tender bids submitted or select options from various Requests for Tender bids or to select any Request for Tender bids for reasons deemed to be in the best interests of and for the best value for the Township.
- 1.3 Bidders must complete all parts of the Request for Tender in accordance with the Request for Tender documents as specified herein.
- 1.4 All Bids must be comprehensive and in sufficient detail so as to permit complete evaluation in accordance with the criteria set out herein. The Bids must be copies of the complete response submitted.
- 1.5 Time, Date, and Address for Response Submission

The Proposal documents described in 1.1 above shall be submitted to the following individual, on or before 2:00 p.m. (local time) on FRIDAY JULY 22nd, 2022, to:

Name: Chelsea Rath
Title: Manager of Facilities/Community Affairs
Address: 75 George St, Lanark, ON
Email: commaffairs@lanarkhighlands.ca
Phone: 613-259-2398 ext 252

Tender submissions will be opened in a public meeting at 2:30 p.m., on the same day in the Municipal Office Council Chambers (75 George St, Lanark, ON).

- 1.6 Language of Response Submissions Bids and related documents shall be submitted in English.

SCHEDULE "A" – GENERAL CONDITIONS (continued)

2.0 BIDDERS INFORMATION

This Request for Tender is for a qualified company / contractor, to provide detailed cost information and complete the work required to renovate and repair the foundation at the Lanark & District Museum for the Township of Lanark Highlands, 75 George Street, P.O. Box340, Lanark, Ontario.

3.0 FACSIMILE OR ELECTRONIC BIDS

Facsimile or Electronic Bids will be accepted due to the ongoing worldwide pandemic. Electronic Bids will only be accepted on Bidding, instructions for electronic bids will be attached to the tender documents.

4.0 REQUEST FOR TENDER PRICES

Bid Prices must be valid for 90 days after the Request for Tender closing date stated herein. After this time elapses, the bids may only be accepted with the consent of the successful bidder.

5.0 NEGOTIATIONS

The Township of Lanark Highlands reserves the right to enter into negotiations with the selected Proponent. If the Township and the selected Proponent cannot negotiate a successful contract, The Township may terminate the negotiations and begin negotiations with the next selected Proponent. This process will continue until a contract has been executed or all Proponents have been rejected. No Proponent shall have any rights against The Township arising from such negotiations.

QUESTIONS

1. Questions concerning General Conditions or Scope of Work must be communicated to the Township's Manager of Facilities for clarification. Any material changes resulting from inquiries will be documented in writing to the bidders prior to the closing date and time.
2. Bidders are requested to make all inquiries prior to the last Friday preceding the closing date.
3. Person to Contact Chelsea Rath, Manager or Facilities/Community Affairs
Telephone: 613-259-2398 ext 252
Email: commaffairs@lanarkhighlands.ca
4. All inquiries and communications with the Township of Lanark Highlands about this RFT throughout the bid period are only to be directed to the individual identified in Item 3. Non-compliance with this condition during the bid period may (for that reason alone) result in disqualification of the bidders offer.

PAYMENT

1. Payment may be made 30 days after delivery pursuant to the Bidder submitting an invoice, contract requirements being completed and work being deemed satisfactory.

SCHEDULE “B” – STANDARD TERMS & CONDITIONS

1. DEFINITIONS

Township -	The Corporation of the Township of Lanark Highlands, its successors and assigns.
Bidder -	The person, firm or corporation submitting a bid to the Township.
Company -	The person(s), contractor(s), firm(s) or corporation(s) to whom the Township has awarded the contract, its successors and assigns.
Contract -	A binding agreement between two or more legal entities, awarded under the Township’s Procurement Bylaw.
Subcontractor -	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Document -	The document(s) issued by the Township in response to which bids are invited to perform the work in accordance with the specifications contained in the document.
Bid -	An offer by a Bidder in response to the document issued by the Township.
Equipment -	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Work -	All labour, materials, products, articles, fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company, which are subject to the Contract.

2. SUBMISSION OF TENDERS

Tender invitation shall be in accordance with the Township of Lanark Highlands By-law #2006-721 and will apply for the calling, receiving and opening of Tenders. The Township will be responsible for evaluating Tenders, awarding and administering the contract in accordance with the Procurement By-law.

The Tender must be signed by a designated signing officer of the Bidder.

The Tender must not be restricted by a covering letter, a statement added, or by alterations to the document unless otherwise provided herein.

Tenders received after the closing date and time will not be considered and will be returned, unopened.

Should a dispute arise from the terms and conditions of any part of the contract, regarding meaning, intent or ambiguity, the decision of the Township shall be final.

SCHEDULE "B" – STANDARD TERMS & CONDITIONS (continued)

3. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The contract documents shall consist of all the pages of the Tender documents issued by the Township and the company's Tender. Do not remove any pages from the Proposal document.

The contract and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

Amendments to the contract, in the form of Change Notices shall take precedence over the documents or portions thereof amended thereby.

Change notices, appendices and addenda to any contract document shall be considered part of such document.

The intent of the contract is that the company shall supply equipment, materials, or services complete and suitable for the Township's intended use.

None of the conditions contained in the Bidder's standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth or specifically referred to therein.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

4. CLARIFICATION OR TENDER DOCUMENTS

Any clarification of the Tender documents required by the Bidder prior to submission of its Proposal shall be requested through the Township's contact identified in the document. Any such clarification so given shall not in any way alter the document and in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter orally any portion of these documents. During the period prior to submission of Tenders, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Tender all addenda that were considered when its Proposal was prepared.

5. PROOF OF ABILITY

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

SCHEDULE "B" – STANDARD TERMS & CONDITIONS (continued)

6. DELIVERY

Unless otherwise stated, the work specified in the bid shall be delivered or completely performed by the company as soon as possible and in any event prior to September 15, 2021.

Work shall be subject to further inspection and approval by the Township.

The Company shall be responsible for arranging the work so that completion shall be as specified in the contract.

Time shall be of the essence of the contract.

7. PRICING REQUIREMENTS

Prices shall be in Canadian Funds and prices shall be firm for the duration of the contract.

Prices quoted must include all incidental costs and the company shall be deemed to be satisfied as to the full requirements of the Tender. Any additional work must be authorized in writing prior to commencement. Should the company require more information or clarification on any point, it must be obtained prior to the submission of the Tender.

Payment shall be full compensation for all costs related to the work, including operating and overhead costs to provide work to the satisfaction of the Township.

If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

Should any additional tax, duty or any variation in any tax or duty be imposed by the Government of Canada or the Province of Ontario become directly applicable to work specified in this document subsequent to its submission by the Bidder and before the delivery of the work covered thereby pursuant to a purchase order issued by the Township appropriate increase or decrease in the price of work shall be made to compensate for such changes as of the effective date thereof.

8. TERMS OF PAYMENT

Where required by the Construction Lien Act, appropriate monies may be held back until 60 days after the completion of the work.

Payments made hereunder, including final payment, shall not relieve the company from its obligations or liabilities under the contract.

Acceptance by the company of the final payment shall constitute a waiver of claims by the company against the Township, except those previously made in writing in accordance with the contract and still unsettled.

SCHEDULE "B" – STANDARD TERMS & CONDITIONS (continued)

The Township shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of it.

Payment may be made 30 days after delivery pursuant to the Bidder submitting an invoice, contract requirements being completed, and work being deemed satisfactory.

9. PATENTS AND COPYRIGHTS

The company shall at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the Township by reason thereof.

The company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the company shall forthwith either secure for the Township the right to continue using the work, or shall at the company's expense, replace the infringing work with non-infringing work or modify them so that the work no longer infringes.

10. ASSIGNMENT AND SUBCONTRACTING

The company shall not assign or subcontract the contract or any portion thereof without the prior written consent of the Township.

11. FINANCING INFORMATION REQUIRED OF THE COMPANY

The Township is entitled to request of the company to furnish reasonable evidence that financial arrangements have been made to fulfill the company's obligations under the Contract.

12. LAWS AND REGULATIONS

The company shall comply with relevant Federal, Provincial and Municipal statutes, regulations and by-laws pertaining to the work and its performance. The company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

13. CORRECTION OF DEFECTS

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment, material or service any part of the equipment or material becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the company, upon request, shall make good every such defect, deficiency or failure without cost to the

SCHEDULE “B” – STANDARD TERMS & CONDITIONS (continued)

Township. The company shall pay all transportation costs for parts and/or equipment, and/or material both ways between the company's factory or repair depot and the point of use.

14. TENDER PROCEDURES

Tender submissions will be called, received, evaluated, accepted and processed in accordance with the Township's procurement policy.

15. DEFAULT BY COMPANY

- A) If the company: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice; terminate the contract.
- B) If the company: fails to comply with any request, instruction or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to perform the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Township's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Township may, upon expiration of ten days from the date of written notice to the company, terminate the contract.
- C) Any termination of the contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have and without incurring any liability whatsoever in respect thereto.
- D) If the Township terminates the contract, it is entitled to:
 - i) take possession of all work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the work by whatever means the Township may deem appropriate under the circumstances;
 - ii) withhold any further payments to the company until the completion of the work and the expiry of all obligations under the Correction of Defects section;
 - iii) recover from the company loss, damage and expense incurred by the Township by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the Township).

16. CONTRACT CANCELLATION

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the company may negotiate a settlement. The Township shall not be liable to the company for loss of anticipated profit on the cancelled portion or portions of the work.

SCHEDULE "B" – STANDARD TERMS & CONDITIONS (continued)

17. SURETY

The successful Tender shall, if the Township in its absolute discretion so desires, be required to satisfy surety requirements by providing a deposit in the form of a certified cheque, bank draft or money order or other form of surety, in an amount determined by the Township. This surety may be held by the Township until 60 days after the day on which all work covered by the contract has been completed and accepted. The surety may be returned before the 60 days have elapsed providing satisfactory evidence is provided that all liabilities incurred by the company in carrying out the work have expired or have been satisfied and that a Certificate of Clearance from the WSIB - Workplace Safety Insurance Board has been received.

The company shall, if the Township in its absolute discretion so desires, be required to satisfy fidelity bonding requirements by providing such bonding in an amount and form determined by the Township.

Failure to furnish required surety within two weeks from date of request thereof by the Township shall make the award of the Contract by the Township subject to withdrawal.

18. INSURANCE

The company shall maintain and pay for Comprehensive General Liability insurance including premises and all operations. This insurance coverage shall be subject to limits of not less than \$3,000,000.00 inclusive per occurrence for third party Bodily Injury and Property Damage or such other coverage or amount as may be requested.

The policy shall include the Township as an additional insured in respect of all operations performed by or on behalf of the company. A certified copy of such policy or certificate shall be provided to the Township prior to commencement of the work. Further certified copies shall be provided upon request.

19. LIABILITY

The company agrees to defend, fully indemnify and save harmless the Township from all actions, suits, claims, demands, losses, costs, charges and expenses whatsoever for all damage or injury including death to any person and all damage to any property which may arise directly or indirectly by reason of a requirement of the contract, save and except for damage caused by the negligence of the Township or its employees.

SCHEDULE "B" – STANDARD TERMS & CONDITIONS (continued)

20. VISITING THE SITE

The company shall carefully examine the site and existing surroundings affecting the proper execution of the work, and obtain a clear and comprehensive knowledge of the existing conditions. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable, prior to the date of submission of Proposals. Bidders shall accept sole responsibility for any error or neglect on their part in this respect.

A site visit can be arranged for bidders. To schedule a site visit you can contact the project manager Chelsea Rath:

Email: commaffairs@lanarkhighlands.ca

Phone #: 613-259-2398 ext 252

21. SAFETY

The company shall obey all Federal, Provincial and Municipal Laws, Act, Ordinances, Regulations, Orders-in- Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Company.

Without limiting the generality of the foregoing, the company shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a contractor, a Constructor and/or Employer with respect to or arising out of the performance of the company's obligations under this Contract.

The company shall be aware of and conform to all governing regulations including those established by the Township relating to employee health and safety. The company shall keep employees and subcontractors informed of such regulations.

The company shall provide Material Safety Data Sheets (MSDS) to the Township for any supplied Hazardous Materials.

22. UNPAID ACCOUNTS

The company shall indemnify the Township from all claims arising out of unpaid accounts relating to the work. The Township shall have the right at any time to require satisfactory evidence that the work in respect of which any payment has been made or is to be made by the Township is free and clear of liens, attachments, claims, demands, charges or other encumbrances.

23. SUSPENSION OF WORK

The Township may, without invalidating the contract, suspend performance by the company from time to time of any part or all of the work for such reasonable period of time as the Township may determine. The resumption and completion of work after the suspension shall be governed by the schedule established by the Township.

SCHEDULE “B” – STANDARD TERMS & CONDITIONS (continued)

24. CHANGES IN THE WORK

The Township may, without invalidating the contract, direct the company to make changes to the work. When a change causes an increase or decrease in the work, the contract price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices, by an amount to be agreed upon between the Township and the company. All such changes shall be in writing and approved by the Township.

25. MUNICIPAL FREEDOM INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

All correspondence, documentation, and information provided to staff of the Township of Lanark Highlands by every bidder, including the submission of Proposals, shall become the property of the Township, and as such, is subject to the Municipal Freedom of Information and Protection of Privacy Act, and may be subject to release pursuant to the Act.

Bidders are reminded to identify in their Proposal material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Proposal submissions are not to be identified as confidential.

26. DISCLOSURE

The total number of Proposal Submissions and the name of each Bidder will be made available at the public Proposal opening. After the Proposal opening, requests may be submitted to the Township for the results, and only the total number of Proposal Submission and the name of each bidder as read out at the Proposal openings will be given in the reply.

SCHEDULE “C” – SCOPE OF WORK

1.0 PURPOSE

The intent of the Request to Tender is to obtain the services to excavate and repair the foundation at the Lanark & District Museum.

2.0 LOCATION

The required service will be at the following location:

**Lanark & District Museum
80 George St,
Lanark ON
K0G 1K0**

SCHEDULE "C" – SCOPE OF WORK (continued)

3.0 PROJECT SCOPE

This Section of the Contract includes all ice rink equipment work called for, or implied, together with all necessary incidentals, whether referred to or not, as will be required to complete the work to the full intent and meaning of the specifications. The work includes, but is not limited to the following:

- Excavate and install foundation waterproofing membrane (entire perimeter of building excluding back addition) Includes:
 - excavation to bottom of footing
 - rubber membrane
 - new drainage tile
 - clear stone cover
 - backfill with existing soil
 - top soil to existing grade (ready for seeding)
 - locates included
- Install 2" ridged foam to entire perimeter of foundation below grade
- Remove and replacement of block foundation wall (north facing wall) Includes:
 - shoring
 - demo
 - tipping fees
 - installing new reinforced concrete block wall
- Removal and replacement of retainer wall beside driveway with redi-rock retainer wall blocks. Gravel base included.

4.0 MUSEUM DAMAGE PHOTOS

A copy of the current museum damage attached as Schedule "E" to this RFT.

5.0 RESPONSIBILITIES OF CONTRACTOR

The Contractor shall be responsible for all of the following requirements:

- Maintain a safe workplace/work site in accordance with standard safe work practices and housekeeping.
- Compliance with the Occupational Health and Safety Act of Ontario and regulations and the Township of Lanark Highlands Occupational Health and Safety Policies;
- Maintain knowledge of, and be required to comply with, any appropriate safe work practices; Obtain all required permits and utility locates required to conduct the proposed works;
- Provide proof of WSIB coverage and liability coverage throughout the duration of each project;

- Obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which in any way could pertain to the work outlined in the Contract or to the Employees of the Contractor.

SCHEDULE "D" – BID FORM

BID FORM #1 FOR ITEMS AND UNIT PRICES

In accordance with the terms and conditions of the RFT, the undersigned (the "Proponent") hereby offers to provide the following items to the Township at the below price:

BID			
ITEM	DESCRIPTION	QTY	PRICE
1	Excavate & Install Water Proofing Membrane Installation	155 Ln Ft	\$
2	Install 2 "Ridgid Foam	155 Ln Ft	\$
3	Remove & Replacement of Block Foundation Wall (north facing wall)	30 Ln Ft	\$
4	Remove & Replacement of Retainer Wall beside Driveway with Redi-Rock Retainer Wall Blocks	75 Sq Ft	\$
5	Remove & Dispose of Concrete Steps @ North Wall	-	\$
6	Install 2 Sono Tubes & Build 4x4 Pressure Treated Deck with Wooden Steps and Pressure Treated Handrails (to replace old concrete steps)	-	\$
7	Equipment Costs – Hourly	-	\$
8	Labour Costs - Hourly		\$
	Subtotal, excluding HST		\$
	H.S.T + 13%		\$
	Total Contract Price		\$

Proponent's HST Registration No. _____

Name of Proponent _____

Mailing Address _____

Telephone Number _____

Fax Number

Email for Proponent

Name of person authorized to
Sign for the Proponent

Signature of Authorized Person

Date of Signature

_____, 2022

Witness or Proponent's Seal

SCHEDULE "E"











SCHEDULE “F”: EXPERIENCE

THIS EXPERIENCE FORM MUST BE INCLUDED IN SUBMISSION:

Experience – Contractor to provide a list of five (5) installations in the past 5 years to verify contractor experience.

List must include:

#	Contact Name	Contact Phone	Site Location	Year Complete
1				
2				
3				
4				
5				

Confirmation – The Township will be contacting min of 3 x contacts provided to verify contractor experience

Failure to submit all required content can result in a disqualification of bid.

ACKNOWLEDGMENT AND ESTOPPEL

THIS ACKNOWLEDGMENT AND ESTOPPEL dated this ____ day of _____, 2022, by _____
(hereinafter called the "Proponent") in favour of

The Corporation of the Township of Lanark Highlands (hereinafter called the "Township")

WHEREAS the Township has issued a Request for Tender for the supply of certain Equipment (hereinafter called the "RFT");

AND WHEREAS the Proponent has submitted a Tender to the Township;

NOW THEREFORE in consideration of the Township's review and consideration of the Proponent's Tender:

1. The Proponent acknowledges the unique nature and character of the RFT as more particularly set out in the RFT documents to which this Acknowledgement and Estoppel is attached. Without limiting the foregoing, the Proponent specifically acknowledges and agrees that:
 - (a) The lowest, or in fact, any tender will not necessarily be selected for further negotiation;
 - (b) In the event that a Tender is selected, the Township will negotiate with the Proponent that presented the most attractive Tender to the Township; and
 - (c) The Township shall not be obligated in any manner to any Proponent whatsoever until a written Purchase Order has been duly executed by the Township relating to an approved Tender.
2. The Proponent waives any right to make any claim of any kind whatsoever against the Township for any liabilities, costs, expenses, losses or damages, whether actual or anticipated, that may be incurred, sustained or suffered by the Proponent prior or subsequent to or by reason of the Proponent's preparation or submission of a Tender in response to the RFT, or the selection or rejection by the Township of the Proponent's Tender or any other Tender, or any components thereof.

IN WITNESS WHEREOF an authorized officer of the Proponent has signed, sealed and delivered this Acknowledgment and Estoppel.

Name: _____ Title: _____

Signature: _____ Date: _____

"I HAVE AUTHORITY TO BIND"

Signature of Bidder: _____

Date Signed: _____

Date Signed

Signature of Authorized Person

Name of Firm

Position in Firm