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City of Temiskaming Shores
Expression of Interest
PW-EOI-002-2026
Equipment Rental – Tri Axle Trucks

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

1. Objective

The City of Temiskaming Shores is desirous to procure the rental of tri axle trucks complete with Operators for winter snow removal operations.

2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,630, according to the 2021 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councilors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

3. Definitions

- 3.1 **Agreement** - A negotiated and usually legally enforceable understanding between two or more legally competent parties. An agreement typically documents in writing the give-and-take of a negotiated settlement.
- 3.2 **Bid** – means an Expression of Interest submitted in response to a solicitation from a Contracting authority.
- 3.3 **Bid Document** – an Expression of Interest that states the City’s desire to procure and Contractor’s offer to provide to the City the goods or services defined in the specifications or scope of work.
- 3.4 **Contractor/ Respondent** – a person, corporation or other entity that responds to a request for who has undertaken to carry out this Agreement in reference to a Request.
- 3.5 **City** – The Corporation of the City of Temiskaming Shores
- 3.6 **Contract** - means an obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. It is essential to the creation of a Contract that the parties intend that their agreement shall have legal consequences and be legally enforceable. The essential elements of a Contract are an offer and an acceptance of that offer; the capacity of the parties to Contract; consideration to support the Contract; a mutual identity of consent or consensus ad idem; legality of purpose; and sufficient certainty of terms.
- 3.7 **Contract Documents** - means the Request for Bid document (EOI, RFPQ), any addenda, the Contract as issued by the City and the Successful Contractor’s submission.
- 3.8 **Goods and/or Services** - set out in the Bid document, including goods, services or equipment, where applicable, and defined in the Specifications or Scope of Work.

- 3.9 **Expression of Interest** - (EOI) means a written offer and submission, received from a Contractor in response to a public invitation to provide goods and/or services based on an approved format of the City, and containing terms and conditions.
- 3.10 **Rate** - the monetary remuneration offered or requested as compensation for all equipment, labour, apparatus, operating costs including permits, and insurance, operation required for the successful completion of requirements specified.
- 3.11 **Request for Expression of Interests (RFPQ)** - means a formal, structured request from the City to potential Contractors to submit an Expression of Interest for goods or services on an approved format of the City and containing terms and conditions.
- 3.12 **Specifications** – detailed and exact non-restrictive written descriptions, instructions and drawings defining the Goods or Services requested in the Bid Document.
- 3.13 **Submission** - means information submitted by a Contractor in response to this Request.
- 3.14 **Successful Contractor/Respondent/Vendor/Contractor** - means the person, partnership or corporation, (e.g., a Contractor/Consultant/Vendor) and any employee, agent, representative or officer, or sub-Contractor/supplier/sub-consultant thereof, that has been successful in the award of a Request for Bids/ Expression of Interest and thereby agrees to supply the goods and/or services under the terms of the Request and is undertaking the Work as identified in the Agreement.
- 3.15 **Work/Project** - all labour, equipment, materials, products, articles, fixtures, services, supplies and acts required to be done, furnished or performed by the successful Contractor, which are the subject of the Contract/ Agreement.

4. Submission

Bids must be submitted electronically, using the Electronic Bid Submissions Portal on the City's website:

<https://www.temiskamingshores.ca/city-hall/public-tenders/>

Submissions must be in **pdf format** and can be no larger than 50 MB.

Subject Line: PW-EOI-002-2026 "Equipment Rental – Tri Axle Trucks"

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive a confirmation email.

The City has no liability to the Proponent/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of the Expression of Interest will be at **2:00 p.m. local time on Friday, October 2, 2026.**

- Late Expression of Interests will not be accepted;
- Expression of Interest by fax will not be accepted;
- Expression of Interest by mail will not be accepted;
- Partial Expressions will not be accepted;
- Expression of Interest emailed directly to City staff will not be accepted;
- The City reserves the right to accept or reject any or all Expressions;
- The price offered in this document will be the fee paid for service and will be hereby deemed acceptable to both parties will be binding.
- The Expression of Interests shall be valid for 30 (thirty) days from submission date.

The Confirmation of Expression of Interest Form, the Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement, the Conflict-of-Interest Declaration and the Non-Collusion Affidavit must be signed in the space provided on the form, with the signature of the Respondent or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Respondents. Any alterations or cross-outs must be initialed in ink by the Respondent. Failure to do so may result in the rejection of the Respondent's EOI by the City.

Line items and prices must be clearly indicated. The Bid must not be restricted by a statement added to the Form or by a covering letter, or by alterations to the Form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

The City will not be held responsible for Respondent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this EOI.

5. Questions

Any questions with respect to the specifications are to be directed to:

Mitch McCrank
Director of Transportation Services
City of Temiskaming Shores
P.O. Box 2050, 325 Farr Drive
Temiskaming Shores, ON P0J 1K0
Phone: (705) 672-3363 ext. 4113
Email: mmccrank@temiskamingshores.ca

It will be the Respondent's responsibility to clarify any details in question not mentioned in this EOI before presenting the submission. Questions relating to this EOI must be received by **September 24, 2026, 2:00 p.m. local time.**

To ensure fairness to all Respondents, any and all questions that require clarification or that may materially alter this EOI document will be responded to and shared with other Respondents via an addendum, as described herein. Questions received after this date and time will not receive a response. Respondents are notified that any errors or omissions in the EOI may render the EOI invalid.

6. General Description

The Corporation of the City of Temiskaming Shores hereinafter referred to as the "City", invites registration from qualified Contractors for the supply of tri axle trucks complete with a minimum 20 cubic meters truck box volume and operators.

This Request for Expression of Interest is without any guarantee respecting the volume of business to be obtained from the City.

This registration process provides for a price agreement between the City of Temiskaming Shores and the Contractor for the supply of tri axle trucks complete with operators for snow removal purposes, all in accordance with the terms, conditions and requirements of this Expression of Interest document.

The purpose of this request is to develop a qualified Contractor's list, which identifies the terms and conditions under which the City and Contractor must work and also provides for an hourly rate.

The hourly rate quoted shall be a set price the Contractor charges for the equipment rental of tri axle trucks complete with operator noted on the price bid form. This hourly rate must be guaranteed for the Contract period.

The term of the rental Agreement shall coincide with the City's winter operations schedule which for the sake of this Agreement is considered to be December 1st, 2026, up to and including April 30th, 2027.

The equipment provided must meet, at minimum, the specifications as described herein.

7. Selection Criteria

Contractors that comply with the terms, conditions and specifications as outlined in this request will be considered on the basis of:

- Willingness to accept
- Truck Availability
- Documentation submitted

No Contractor will be contacted to work for the City without a completed and approved Contractor Expression of Interest Form. This form MUST be submitted with the Expression of Interest documents.

The City reserves the right to reject any or all Expression of Interests for reasonable cause and to accept any Expression of Interest if considered in the best interest of the City. Any or all Expression of Interests not necessarily accepted.

Any award on this Expression of Interest is conditional upon the Successful Contractor entering into an Agreement to perform the goods and/or services as required by this Expression of Interest, within such time period as is satisfactory to the City.

Failing this, the City reserves the right to cancel the award and then re- award this Expression of Interest in whole or in part to any other Contractor, without any liability to the Successful Contractor, or to cancel this Expression of Interest in its entirety.

The City reserves the right to review and discuss with any Contractor, the Expression of Interest submitted by that Contractor. The City reserves the right to negotiate with the Contractor, any reasonable changes or additions to the Agreement that the Contractor may propose.

Negotiated changes or additions to the Agreement proposed by the Contractor will be included in the Agreement in the form of an Addendum, and will take precedence over the Expression of Interest document and the Agreement proposed by the Contractor. If such changes or additions cannot be negotiated, the City in its sole discretion may approach another Contractor for the supply of equipment.

8. Non-exclusive

Any Contract awarded as a result of this EOI will be non-exclusive. The City may at their sole discretion, purchase the same or similar services from any one of the non-successful Contractors or other sources during the term of the Contract.

9. Agreement to Abide by the Established Process

It is vital to the City that the process leading to the acceptance of a submission and the conclusion of a Contract be, and be seen to be, open and fair and that each of the Contractors be treated equally.

No Contractor can be seen to be deriving, intentionally or otherwise, an advantage or information which is not equally available to all other Contractors. Nor is it acceptable that any advantage or information be sought or obtained from any unauthorized staff and representatives of the City, or any benefit be derived from any special or personal relationships or contacts. Contractors MUST sign, and return with their submission the Confirmation of Expression of Interest Form. The signed form will indicate concurrence with the process. Failure to indicate concurrence by returning the signed form WILL result in immediate disqualification of the submission.

10. Clarification

Whenever the singular or masculine is used in this document, it should be considered as if the plural or feminine has been used where the context so requires.

11. Goods, Materials and Equipment Suitable for Use

The Contractor warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Contract based on this Expression of Interest, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Respondent may be required to provide written documentation that all materials or equipment offered in a Respondent's EOI meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws, and more specifically, the Ministry of Transportation and the Highway Traffic Act.

12. Amendments

The City at its discretion reserves the right to revise this EOI up to the final date for the deadline for receipt of Expressions of Interest. The City will issue changes to the EOI Documents by addendum only. No other statement, whether oral or written, made by the City will amend the EOI Documents.

The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Respondent shall not rely on any information or instructions from the City or a City representative except the EOI Documents, and any addenda issued pursuant to this Section.

The Respondent is solely responsible to ensure that it has received all addenda issued by the City. The Respondent shall acknowledge receipt of all addenda on the Confirmation of Expression of Interest Form. Failure to complete the acknowledgement may result in rejection of the EOI.

The city makes no promise or guarantee that addenda will be delivered by any means to any Respondent. By submitting an EOI submission in response to this EOI, the Respondent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the Respondent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Expression of Interest without notice.

13. Expression of Interest Withdrawal or Amendment

Respondents may amend or withdraw their EOI, provided such withdrawal or amendment is received prior to the closing deadline. A Respondent who has already submitted an Expression of Interest may submit a further EOI at any time up to the official closing time; the last EOI received shall supersede and invalidate all EOIs previously submitted by the Respondent for this EOI. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

14. Right to Accept or Reject Submissions

The City reserves the right not to proceed with the Agreement and to reject all or any of the submissions, if the City accepts any of the submissions (which it is not obligated to do) the lowest or any bid will not necessarily be accepted and the City may, at its sole discretion, consider any other factors they deem appropriate in their sole discretion in awarding the Agreement. The City may request further clarification from the Contractor.

Should the City not receive any Expressions satisfactory to it for any reason, it may, in its sole and absolute discretion, revise the documents or negotiate a Contract for the whole or any part of the acquisition with any of the Contractors.

Expressions which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the documents or are otherwise irregular in anyway, may at the sole and absolute discretion of the City, be declared invalid and rejected. Contractors expressly waive any and all rights to make any claim against the City for any matter arising from the City exercising its rights as stated in this EOI.

15. Any or all Expression of Interests Exceed Approved Budget

In the event that any or all Expression of Interests exceed the approved budget, and staff are not prepared to seek additional funding, the Department Head may, opt for one of the following:

- a) Approach the lowest Contractor to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
- b) Approach the top three Contractors to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements;
or
- c) Advise all Contractors that the solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new solicitation may be issued later.

16. Legal Claims and Damages

- a) The City of Temiskaming Shores reserves the right not to accept an Expression of Interest from any person or Corporation which includes any non-arm's length

Corporation and all related Corporations thereto who, or which, has a claim or instituted a legal proceeding against the City or against whom the City has a claim or instituted a legal proceeding with respect to any previous Contracts, bid submissions or business transactions who is listed as either the Contractor or any Vendor within the submitted responses.

- b) Also, a Contractor, by submitting an Expression of Interest, agrees that it will not claim damages, by any means, in respect to any matter relating to the Expression of Interest, the bidding and evaluation process or any subsequent procurement process, if any, resulting from this process.

17. Removal from Contractors List

The City reserves the right to remove from its list of Suppliers, for a period of 2 years, the name of any Contractor who fails to execute or accept a Contract or purchase order, or for unsatisfactory performance on any previous or current Contract held with the City.

18. Adherence to Requirements

The Contractor is requested to adhere strictly to all requirements and complete all sections of this Expression of Interest request including all appendices and addendums. Failure to do so may be sufficient cause for rejection of the Contractor's submission.

19. Solicitation

If any director, officer, employee, agent or other representative of a Respondent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the EOI, whether before or after submission of the EOI, the City shall be entitled to reject or not accept the EOI submission. The Contractor shall submit the Non-Collusion Affidavit attached hereto as proof of compliance.

20. Original Expression of Interest Documents

It is to be understood that all terms and conditions, specifications, drawings, plans, all Expression of Interest clauses, and the complete Expression of Interest containing all documents as originally issued by and posted in the Public Works Division of the City shall constitute the Expression of Interest request. Any Expression of Interests received that have clauses or any wording or figures, statistics, numbers, quantities or any other items that have been changed or altered in any way shall be rejected and not accepted by the City.

21. Independent Contractor Status of Respondent; Declaration of Conflicts

The Respondent fully acknowledges that in providing an EOI, it provides such as an independent Contractor and for the sole purpose of potentially providing services and/or

goods to the City. The Respondent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Respondent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Respondent may have with the City or any employee of the City will be identified and described in detail in the EOI of each Respondent, and completed the Conflict-of-Interest Declaration attached hereto as proof of compliance.

22. Insurance

The successful Respondent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Respondent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

Automobile Liability Insurance

The Successful Respondent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Respondent.

The policies shall include City of Temiskaming Shores as an additional insured, and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement, and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

23. AODA Compliance

The Respondent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Respondent shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Respondent acknowledges that pursuant to the

Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. The Contractor shall submit Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement attached hereto as proof of compliance.

24. Freedom of Information

Upon submission, all Expressions of Interest become the property of the City and will not be returned to the Respondents. Respondents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Expressions of Interest will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the EOI should be clearly identified.

25. Nature of Request for Expression of Interest

This EOI does not constitute an offer of any nature or kind whatsoever by the City to the Respondent.

26. Preparation of Costs

All costs and expenses incurred by the Respondent relating to its EOI will be borne by the Respondent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Respondent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Expression of Interests or the cancellation of this EOI.

27. Contractors Discharge of Liabilities

In addition to the obligations assumed by the Contractor agrees to discharge all liabilities incurred by it, for labor, materials, services, Subcontractors and Products, used or reasonably required for use in the performance of the Work, except for amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

28. Agreement

No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this Expression of Interest, will be considered binding, and every notice, advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

A written agreement, prepared by the City shall be executed by the City and the Successful Respondent if the terms are mutually agreeable to all Parties. The award of a Contract may be made in writing to the successful Respondent by way of a By-law, Resolution or Purchase Order. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Expression shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

29. Payment

The normal payment term offered by the City is net 30 days. Payment terms shall only be modified at the sole discretion of the City to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the City. The Contractor agrees that the City shall be entitled to the discount stated herein if payment of invoices for the goods specified or called for in or under this Expression of Interest, is made within the period specified herein after receipt and acceptance of such goods by the City.

30. Failure to Comply with all Expression of Interest Terms

Documented failure to comply with all terms, specifications, requirements, conditions and general provisions of this Expression of Interest, to the satisfaction of the City, shall be just cause for the cancellation of the Contract award. The City shall then have the right to award this Contract to any other Contractor or to re-issue the Expression of Interest. The City shall assess against that Contractor any damages whatsoever as a result of failure to comply.

31. Time is of the Essence

The City shall have the right to cancel at any time any Contract or any part of any Contract resulting from this Expression of Interest in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto.

32. Indemnification

The Successful Respondent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Respondent, or its officers, directors, employees, sub-Contractors, agents, representatives or volunteers in the course of providing goods and/or services pursuant to this Expression of Interest.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination,

completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Respondent.

33. Force Majeure

It is understood and agreed that the Contractor shall not be held liable for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent. Should the performance of any Contract be delayed or prevented herein set forth, the Contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

34. Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common Endeavour of the Contract.
- Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Engineer or representative and the City or representative by means of discussions built around mutual understanding and respect.
- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration.
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work within this EOI, or in the business or other affairs of either the City.
- The Award of the arbitrator shall be final and binding upon the parties.
- The provisions of the Arbitration Act, 1991 S.O. 1991, and Chapter 17 shall apply.

35. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

36. Errors & Omissions

It is understood, acknowledged and agreed that while this EOI includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this EOI, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the EOI is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in the EOI. There will be no consideration of any claim, after submission of EOIs, that there is a misunderstanding with respect to the conditions imposed by the EOI and/or Agreement.

Special Provisions

1. Scope of Work

The Corporation of the City of Temiskaming Shores hereinafter referred to as the “City”, invites registration from qualified Contractors for the supply of tri axle trucks complete with a minimum 20 cubic meters truck box volume and operators. This request for Expression of Interest is without any guarantee respecting the volume of business to be obtained from the City.

This registration process provides for a price agreement between the City of Temiskaming Shores and the Contractor for the supply of tri axle trucks for snow removal purposes, all in accordance with the terms, conditions and requirements of this Expression of Interest document.

The purpose of this expression of interest is to develop a qualified Contractor’s list, which identifies the terms and conditions under which the City and Contractor must work and also provides for an hourly rate.

The hourly rate quoted shall be a set price the Contractor charges for the equipment rental of tri axle trucks complete with operator noted on the price bid form. This hourly rate must be guaranteed for the Contract period.

It is the City’s intention to call out, as and when required, the necessary quantity of trucks required to effectively remove snow from various Municipal roadways. Trucks shall be called in “as and when required” from the registered list on an individual basis and is meant to complement City as well as Contractor owned trucks. The Contractor understands and agrees that the trucks will be called out on an individual and rotational basis and further understands that should one (1) or more trucks be unavailable for work, the City shall call the Contractor having the next available truck. This process will continue until an available truck is found. The Contractor hereby understands and agrees that neither one (1) nor more of the Contractor’s trucks will be retained on any specific occasion. The City will authorize the Contractor to do the necessary work.

The equipment and operators will be required on designated routes as determined by the Superintendent of Transportation or his designate.

The equipment provided must meet, at minimum, the specifications as described herein. Failure to meet desired specifications will result in the bid being rejected at the discretion of the City.

Equipment	Features	Duration
Tri Axle Truck	Dump Body, minimum 20 cubic metre volume complete with Operator, meeting specifications listed within.	Dec. 1st, 2026, to Apr. 30, 2027

2. Hours of Work

The City makes neither claim, nor does the City guarantee any number of hours and reserves the right to revise hours worked as the situation warrants. The City endeavours to remove snow upon accumulation at the discretion of the Superintendent of Transportation or his designate. The Contractor shall be made available from Monday through Sunday, upon being called out as and when required by the Superintendent of Transportation or his designate.

All Contracted winter maintenance equipment must be at the assigned route and be ready to engage in operations at a time specified by the Superintendent of Transportation or his designate.

It is understood that snow removal operations take place primarily after business hours and mainly, but not restricted to, between the hours of 12:00 a.m. and 7:00 a.m.

3. Term of Contract

The term of the initial Agreement is for the winter season December 01, 2026, through April 30, 2027.

The Contractor agrees that, subject to the City's actual requirements, and availability of funds, the period of service within winter operations through 2026 – 2027, may be altered by the City without penalty or adjustment of the rates.

The term of the Agreement or purchase order may be extended for a specific period with all terms and conditions stated in these documents to apply to such extension provided that both the City and the successful Contractor agrees to such extension. The City shall notify the successful Contractor of such extension within five (5) days of the initial Agreement closing date of its intension to seek an extension.

4. Basis of Payment

The hourly rate allowed for this agreement shall be a set price of \$132.00 per hour as stated by the City. This hourly rate must be guaranteed for the Contract period. All rates are firm until April 30, 2027. The only acceptable increase will be in the form of applicable taxes outside the control of the Parties. All Prices Will Include "To" and "From" Travel Time.

Payment will be made for actual hours worked.

Payment of invoice is based on City of Temiskaming Shores Purchasing Policy No. 17, "payment of accounts is processed on the receipt of invoices". The Contractor agrees to submit monthly invoices in duplicate identifying the equipment, by license/equipment number, the rental period covered by the invoice, a brief description of the equipment for the quoted hourly rate.

Allowance for standby rates will not be considered.

All hourly rates complete with operator as assigned by the City shall constitute “unit price” and must be clearly indicated. The bid must not be restricted by a statement added to the Form or by a covering letter, or by alterations to the Form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

All payments will be for the actual hours of work performed within the scope of the Agreement or in excess thereof. Payment shall be full compensation for all insurance, maintenance, supply and operation of each unit and operator, including overtime as well as fuel needed for the performance of the work.

Furthermore, the City reserves the right, at its own discretion, to substitute any equipment accepted under this agreement for failing to be available on the job site as requested at the time specified. The City shall have the right to hire any additional equipment and Operators as is deemed necessary at its sole discretion. The Contractor shall have no right of appeal whatsoever if the hours of work are reduced for tardiness or failing to report to the job site as notified.

Paid working time shall commence when the equipment begins the assigned work and will continue until operations are completed and the equipment released. Commencement and termination shall be determined as per the Superintendent of Transportation or his designate.

The Contractor is responsible for the payment of wages of any employees hired by him/her and when requested, shall furnish evidence to the satisfaction to the City that these wages have been paid in full. The City reserves the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default in addition to holding the Contractor responsible for any loss or damage the City may suffer as a result of such default.

Increase in the cost of performing the work due to wage increases or adjustments, shall be borne by the Contractor without additional cost to the City.

For the purpose of this Expression of Interest, prices should exclude applicable taxes but will be considered extra.

5. Diesel Fuel Surcharge

No fuel surcharges shall be allowed for the purpose of this Agreement.

6. Documentation Required

The Contractors shall be bound to supply the required documentation included with its submission form. Upon satisfactory delivery of required documentation, a purchase order/ Agreement will be issued. The Contractor must provide the following documentation to the City prior to commencement of work;

- Proof of insurance Coverage in the form of a Certificate of Insurance as issued by the Insurance Company or a certified copy of the Insurance Policy.
- Evidence of compliance with the Ontario Highway Traffic Act, section 483 (periodic mandatory commercial vehicle inspection (P.M.C.V.I.) or dump vehicle inspection.
- A copy of a valid (C.V.O.R.) Commercial Vehicle Operator's Registration
- A Certificate of good standing from the Workplace Safety & Insurance Board.

7. Statement of No Bid

If the Contractor is unable to submit an Expression of Interest on this project, the Contractor is requested to fill out the No Bid Form attached hereto, and return it to the Public Works Department at the address mentioned within.

8. Contractor's Personnel

The Contractors employees must be experienced operators, capable of working in locations with limited working space, have experience working in close proximity with other equipment and must possess a valid Province of Ontario driver's license for the class of vehicle being operated. The Contractors employees must not be either mentally or physically impaired by any substance, medicinally or otherwise.

Furthermore, the City reserves the right, at its own discretion, to substitute any equipment and/or Operator accepted under this agreement for documented Operator incompetence. The City shall have the right to hire any additional equipment and Operators as is deemed necessary at its sole discretion for such cause. The Contractor shall have no right of appeal whatsoever if the hours of work are reduced due to termination.

The Contractor must remain in good standing with the Worker's Compensation City throughout the duration of the Contract. The Contractor clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the City of Temiskaming Shores under the Workers Compensation Act, and the Contractor shall be responsible for and pay all dues and assessments payable under the Worker's Compensation Act., the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall, furnish the City with satisfactory evidence that he/she has complied with the provisions of such Act. If the Contractor shall fail to do so, the City shall have the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default and the City shall have the right to make such payment.

Information on coverage under the Worker's Compensation Act can be obtained directly from the Worker's Compensation City.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.

The hours of work and the working conditions shall meet all Federal and Provincial Government Labour Regulations.

If at any time during the duration of the Contract either the equipment or personnel are operating in an unsafe manner, the Superintendent of Transportation or his designate shall have the right to suspend the operation and have the equipment and the Operator removed from the job site.

The Contractor shall report promptly to the City's Superintendent of Transportation, giving full details in writing of all accidents in connection with the performance of the work, which results in property damage, death or injury.

The Contractor shall be responsible for all injuries to persons caused by the Contractor's staff, equipment or supplies. The Contractor shall indemnify and save harmless the City from all suits and actions as a result of injury or death to persons; damage to the property of the City or others; caused by the Contractor or their staff, resulting from any cause whatsoever deriving from the performance of their work.

The Contractor will be held responsible for the care of the work and whatever pertains thereto from the commencement of the same to its final completion. The Contractor shall be responsible for all damage caused by their employees, their equipment or their supplies, to the City's property, equipment, buildings and building contents. The Contractor shall employ such methods as necessary to avoid defacement or damage to the City's property.

9. Assignment and sub-Contracts

The Contract must be personal to the Contractor. Contractors shall not, assign, license, sublicense, sub-Contract, transfer or part with the Agreement or any of its rights or obligations thereunder.

The Contractor hereby understands and agrees that there will be no allowance for sub-Contracting within the terms of this Agreement.

10. Safety

The Contractor's attention is drawn to the provisions of the Occupational Health & Safety Act 2010. The Contractor shall be considered the "Constructor" under the terms and conditions of this Agreement. Certificates of good standing from the Workplace Safety & Insurance City will be required before commencement of work and before final payment is made.

The Contractor and employees will carry out the work in accordance with the Ministry of Transportation Traffic Control Manual for Roadway Work Operations 2001.

11. Termination

The Contractor agrees that where, in the opinion of the City, the Contractor fails to satisfactorily perform any of the Contractor's obligations under this agreement, and the City may at their own discretion, give written notice to the Contractor, terminating the agreement.

The Contractor agrees that the City may without liability terminate this entire agreement at any time on seven (7) days written notice to the Contractor as a result of changes in the City's requirements for vehicles, or changes in the availability of funds for vehicles.

In case the successful Contractor defaults or delays in executing the work satisfactorily, the Owner may give notice to the successful Contractor in writing that the Contractor has made such default. Should the successful Contractor fail to remedy satisfactorily such defaults without delay, or should the successful Contractor become insolvent or abandon the work or otherwise fail to observe the provisions of the Contract then and in any part of such cases, the Owner may immediately take the work or portions thereof out of the successful Contractor's hands and employ person or persons such as he may see fit to complete the work so taken over.

In the event the City must terminate this agreement or shorten the rental period of any of the equipment, the City agrees to pay the Contractor, for the rental period up to and including the date of termination.

12. Performance Evaluation

The Successful Contractor agrees that the results of a performance evaluation will be considered for any future awards, and will have a direct impact and influence in the selection of Successful Contractors on future awards. Documented poor performance may result in disqualification from bidding on any one type of project or all projects for a period of 2 years. Documented poor performance may result in disqualification of the Contractor's submission for this Expression of Interest.

13. Delivery Information

The hourly rate stated in this Expression of Interest shall cover the fuel, insurance, salaries, articles or equipment, referred to herein, being delivered F.O.B. destination as specified within.

Should an additional tax or duty or any variation in any tax or duty, become directly applicable to goods, materials, articles or equipment, specified or called for in this Expression of Interest, subsequent to its submission by the Contractor and before the delivery of the goods, materials, articles or equipment pursuant to an official order issued by the City the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.

Unless otherwise stated, all goods, materials, articles or equipment supplied pursuant to this condition shall be subject to inspection by the City at the point of unloading.

The Contractor agrees that the goods, materials, articles, equipment specified or called for in or under this Expression of Interest, will be delivered within the period set out herein as the guaranteed period of delivery or completion after receipt of an official order therefore.

14. Equipment Specifications

All tri axle trucks must have sufficient manufacturers' Gross Vehicle Weight Rating (GVWR) to cover the weight of the complete unit. This includes the weight of the cab and chassis, spreader body, the full load of the box.

All trucks must have a front axle with a Manufacture's Gross Axle Weight Rating (GAWR). Notwithstanding this, the load on the front axle must not exceed the manufacturer's rating.

Truck boxes must have the minimum volume capacity of 20 cubic metres.

Trucks must be equipped with audible back up warning devices/alarms.

Trucks must be equipped with rear tires having a snow traction type tread of which shall be sufficient to provide adequate traction during winter operation.

Trucks must be equipped with speedometer and odometer that accurately record speed and distance.

The Units shall display a sticker indicating that it has passed a current Periodic Mandatory Commercial Vehicle (PMCVI) dated after September 01st, in the year of the Agreement. Stickers must remain valid for the duration of the winter season.

The unit shall be of sufficient mechanical and physical condition to carry out all operations required by the City.

The Contractor agrees that it is responsible for the regular maintenance, repair and operating costs of all offered equipment.

The Contractor agrees to supply replacement equipment having compatible specifications, satisfactory to the City should the equipment become non operable. The Contractor agrees that the replacement equipment supplied will stand in place of the inoperable equipment and the provisions of this agreement shall apply with respect thereto.

The Contractor agrees that for purposes of payment for the replacement equipment, the rental rate paid by the City will be the lesser of either the rental rate for the replacement equipment or the rental rate for the inoperable equipment. The City will only be responsible for payment of one piece of equipment.

The Contractor agrees that if replacement equipment is not supplied by the Contractor, no rental shall be paid by the City, in respect to the inoperable equipment, for the days when it was out of service.

The Contractor agrees that the equipment must be in good repair at time the Agreement is established and maintained in good repair throughout the duration of the Agreement.

15. Radio Communication

The City may provide and install a portable mobile 2-way radio for communication purposes. Operation of such radio shall be in accordance with the regulations established by the Department of Communications. The Contractor assumes liability for the loss of such radio through misuse or misplacement while in the Contractor or Operators possession.

City of Temiskaming Shores
PW-EOI-002-2026
Equipment Rental – Tri Axle Trucks

Confirmation of Expression of Interest Form

Each Expression of Interest should contain the legal name under which the Contractor carries on business, telephone number and fax number, mailing address as well the name or names of appropriate contact personnel which the City may consult regarding the Expression of Interest.

We, the undersigned, have carefully examined the attached documents and conditions of the Expression of Interest.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Expression of Interest.

NOTE: All portions of "Expression of Interest Form" must be accurately and completely filled out.

Item	Description	Hourly Rate, \$	Number of Trucks available (State)
1	Tri axle truck c/w minimum 20 cubic metre volume dump box and Operator.	\$132.00	

Pricing shall exclude applicable taxes but will be considered extra for invoicing purposes.

The City will not reimburse any Contractor for any cost or expense of any kind incurred in preparation or submission of any response to this Request for Expression of Interest.

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our Expression of Interest.

Declaration

To the City of Temiskaming Shores:

I, _____

1. **DECLARE** that no person, firm or corporation other than the signature of whose proper officers registered below, has any interest in this Expression of Interest or in the Contract proposed to be taken.
2. **I FURTHER DECLARE** that this Expression of Interest is made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Quote for the same project and is in all respects fair and without collusion or fraud.

3. **I FURTHER DECLARE** that no employee of the City or elected official is or will become interested directly or indirectly as a Contracting part or otherwise in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived there from.
4. **I FURTHER DECLARE** that the several matters stated in the said Expression of Interest are in all respects true.
5. **I FURTHER DECLARE** that I have carefully examined the entire Expression of Interest document and hereby acknowledge the same to be part and parcel of any Contract to be let for the service therein described or defined and do all the work and to provide the services for the project mentioned at the hourly prices stated on the Confirmation of Expression of Interest Form.
6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this Contract.
7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal Contract is executed by the successful Contractor for the said supply and delivery OR for a period of sixty (60) days after the closing date, whichever first occurs and that the City may, at any time, within that period, without notice, accept this Expression of Interest whether any other Expression of Interest has been previously accepted.
8. **I FURTHER DECLARE** that the awarding of the Contract based on this Expression of Interest by the City shall be an acceptance of this Expression of Interest.
9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the City shall be at liberty to advertise for new Expressions of Interest, or to carry out the works in any other way they deem best, and I also agree to pay to the said City the difference between this Expression of Interest and any greater sum which the said City may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Expressions of Interest; and to indemnify and save harmless the said City and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

Company Name:

Mailing Address:

Respondent's Authorized Official:

Title:

Authorizing Signature:

Contact Telephone/ Cell Phone Number:

Email Address:

Date:

Form 1 to be submitted.

City of Temiskaming Shores
PW-EOI-002-2026
Equipment Rental – Tri Axle Trucks

Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached Expression of Interest and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Respondent, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, firm or person to fix the price or prices in the attached bid or of any other Respondent, or to fix any overhead, profit or cost element of the bid price or the price of any Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or Expression of Interest of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: _____ this _____ day of _____, 2026.

Signature: _____

Respondent's Authorized
Official: _____

Title: _____

Company Name: _____

Form 2 to be submitted.

City of Temiskaming Shores
PW-EOI-002-2026
Equipment Rental – Tri Axle Trucks

Conflict of Interest Declaration

Please check appropriate response:

☐ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Expression of Interest submission or performing/providing the Goods/Services required by the Agreement.

☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Expression of Interest submission or the Contractual obligations under the Agreement.

List Situations:

In making this Expression of Interest submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the EOI process) and the confidential information was relevant to the Work/Services, their pricing or evaluation process.

Dated at: _____ this _____ day of _____, 2026.

Signature: _____

Respondent's Authorized
Official: _____

Title: _____

Company Name: _____
Form 3 to be submitted.

City of Temiskaming Shores
PW-EOI-002-2026
Equipment Rental – Tri Axle Trucks

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: _____ Company Name: _____

Phone Number: _____ Email: _____

I, _____, declare that I, or my company, are in **full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT in full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted.

City of Temiskaming Shores
PW-EOI-002-2026
Equipment Rental – Tri Axle Trucks

Statement of No Bid

NOTE: If you do not intend to submit a registration for this agreement, please return this form via fax to 705-647-9632 or emailed to mmccrank@temiskamingshores.ca or mailed/delivered to: City of Temiskaming Shores, 325 Farr Dr. P.O. Box 2050, Haileybury, ON P0J 1K0 Attn: Logan Belanger

I, the undersigned, have declined to bid on: PW-EOI-002-2026 “Equipment Rental – Tri Axle Trucks”, for the following reasons:

- ☐ Specifications too "tight" i.e., geared toward one brand or manufacturer only (explain below)
- ☐ Insufficient time to respond.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet specifications.
- ☐ Specifications are unclear (explain below)
- ☐ We are unable to meet insurance requirements.
- ☐ Cannot secure firm pricing at this time.
- ☐ Other (specify below)

Remarks:

Dated at: _____ this _____ day of _____, 2026.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Telephone Number: _____