

REQUEST FOR QUOTE
Northern College, Northern Training Div. (NTD)
Beginner Driver Education Curriculum

Timmins Campus
4715 Highway 101 East, South Porcupine, P0N1H0
TEL # (705) 648-5687 Email: harringtonj@northern.on.ca

To: All Bidders

DATE: March 1, 2021
OUR REF. #: RFQ 21-NTDBDEC
CONTACT: John Harrington

ITEM.	DESCRIPTION	PRICE
1	Ministry Approved Beginner Driver Education Curriculum	\$ _____
	HST	\$ _____
	Total	\$ _____

THIS QUOTATION IS TO BE RETURNED BEFORE: March 30, 2021 by 10:00 a.m. (Local Time)

Email: harringtonj@northern.on.ca

The lowest or any quote may not necessarily be accepted

F.O.B. Destination Timmins, Ontario _____

Terms: net thirty (30) days

COMPANY NAME _____

SUBMITTED BY _____

ADDRESS _____

SIGNED BY _____

PRINT NAME _____

POSTAL CODE _____

TITLE _____

TELEPHONE/EXT. _____

EMAIL _____

FAX # _____

Introduction

1.1 **General Information**

Northern Training Division of Northern College is looking to once again offer Ministry regulated Beginner Driver Education (BDE) Program.

1.2 **Services to be provided**

The successful Proponent shall provide Curriculum that will pass Ministry regulations, to complete the Beginner Driver Education Program.

Reference: <http://www.mto.gov.on.ca/english/driver/pdfs/beginner-driver-education-curriculum-standards.pdf>

GENERAL TERMS AND CONDITIONS

3.1 **General**

Northern College shall make every effort to safeguard the confidentiality of each proposal submission. However, all proposal submissions are subject to the provisions of the Freedom of Information and Protection of Privacy Act.

3.2 **Broader Public Sector Procurement Directive**

Northern College is obligated to adhere to the Ontario BPS Procurement Directives effective July 1, 2011 issued by the Ontario Management Board of Cabinet.

The Purpose of the directive is:

- I.To ensure that publicity funded goods and services, including construction, consulting services, and information technology are acquired by BPS organizations through a process that is open, fair and transparent
- II.To outline responsibilities of BPS organizations throughout each stage of the procurement process; and.
- III.To ensure that procurement processes are managed consistently throughout the BPS

3.3 **Accessibility**

The College is committed to the highest possible standards for accessibility. Supplier(s) must be capable to recommend and deliver, as appropriate for each deliverable, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities. In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the College has established policies, practices and procedures governing the provision of its goods and services to persons with disabilities. These policies, practices and procedures are available for review at: <http://www.northernnc.on.ca/accessibility>

3.4 **Bid Fairness**

The bidder declares that their submission is **NOT** made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion or fraud.

3.5 **Bid Acceptance Period**

This RFQ submission is irrevocable and is to remain open for acceptance by the College for a period of sixty (60) calendar days after the date and time set for submissions of RFQ. Northern College may at any time within the above sixty (60) day calendar period accept this tender whether or not any other tender has previously been accepted.

3.6 **Terms of Payment**

Payment shall be made to the Contractor within thirty (30) days from the date of the invoice, or otherwise negotiated.

3.7 **Canadian Funds**

All prices are to be in Canadian funds. Harmonized Sales Taxes (HST) are applicable. The Contractor may be requested to provide their HST registration number. Contractors may be required to complete and submit a Government of Ontario Tax Compliance Declaration.

3.8 **Workplace Safety and Insurance Board coverage (WSIB)**

The Contractor clearly understands and agrees that it is not, nor is anyone hired by it, covered by the College under the *Workplace Safety and Insurance Act* S.O. 1997, c.16, Sch.A., as amended and the Contractor shall be responsible for and

shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act, the Employment Insurance Act, S.C. 1996, c.23* or any Act, whether Provincial or Federal, in respect of itself, its employees and operations, and shall furnish the College, if requested, with such satisfactory evidence that it has complied with the provisions of any such Acts. If the Contractor fails to do so, the College shall have the right to withhold payment of such sum or sums of money due to it that would be sufficient to cover its default and the College shall have the right to pay same. The College is not the employer of the Contractor or its personnel under any circumstances whatsoever.

The Contractor shall, both prior to commencing Work under the Contract and within 60 days of the expiration of the Contract date, submit a letter of good standing from the Workplace Safety and Insurance Board to the College that all assessments or compensation have been paid, and the College may, at any time during the performance, request a further declaration that all such assessments of compensation have been paid.

The Contractor must have valid Workplace and Safety Insurance Board Coverage and may be required to submit a current Clearance Certificate after awarding of the Contract.

3.9 Insurance and liability provisions

General liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by the Contractor and those for whom the Contractor is responsible for in law. These policies will all (1) be written on an occurrence basis with coverage for any one occurrence or claim of at least \$1,000,000 (2) name the College as additional named insured (3) contain a severability of interests clause and cross liability clauses and (4) have a deductible amount of not greater than \$1,000 per incident or occurrence.

It is expressly understood and agreed that the College shall in no way be responsible for any theft, disappearances or other misappropriation of any of the equipment to be supplied by the Contractor, nor for the theft, disappearance, or other misappropriation of monies, or any other property of the Contractor wherever located. To this effect, the Contractor will maintain adequate insurance to protect itself in the event of the above-noted occurrences.

The Contractor shall pay all insurance premiums relating to coverage requirements set out above. The Contractor will reimburse the College for any damages occasioned to the College's equipment and premises through the neglect of wilful act of the Contractor and its employees. All policies of insurance shall be (1) written with an insurer licensed to do business in Ontario (2) in form and content acceptable to the College acting reasonably (3) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the College and (4) contain an undertaking by the insurers to notify the College in writing not less than 30 days before any material change, cancellation, lapse or termination of the policies.

Before the commencement of any operations hereunder, and within seven working days of award of the Contract, the Contractor shall provide the College a completed Certificate of Insurance evidencing compliance with the policy requirements as detailed above.

Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the College, forfeiture of the Contract

3.10 Contract Negotiations

Northern College reserves the right to enter into a final negotiation and award the contract to the Contractor submitting the proposal that best meets the requirements of this RFQ and serves the best interests of Northern College. Northern College reserves the right to award a contract to a Contractor (or multiple Contractors) selected on an overall best response basis considering all criteria and not solely based on the basis of apparent lowest product cost.

Northern College, at its discretion, may decide to seek "Best and Final Offers" from one or more Contractors if additional information is necessary or responses will be altered in order to make a final decision. Contractors may not request an opportunity to submit a "Best and Final Offer."

Northern College reserves the right to accept the best proposal as submitted, without discussion or negotiation, and may do so. Contractors should therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals.

3.11 Personnel Suspension/Rejection Criteria

The following conditions will be cause for an immediate request by Northern College for the removal of personnel from the site:

- use of illicit drugs or alcohol;
- behavioural instability;
- criminal acts;
- persistent problems of absenteeism;
- persistent performance problems;
- persistent unacceptable appearance and attitude;
- persistent violation of Occupational Health and Safety Act and Regulations;
- inadequate training or experience.

3.12 Prohibition Against Gratuities

Northern College may preclude any Contractor from proceeding with this RFQ if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Contractor, or any employee, agent, or representative of the Contractor, to any executive or board member of the College as well as any director, agent or employee of the College for the purpose of securing an agreement or seeking favorable treatment in respect to the award or amendment of the agreement or influencing the performance of the agreement. The Contractor must certify that no executive or board member of the College, as well as officer, director, agent, or employee of the College has benefited or will benefit financially or materially from the proposed agreement. Any agreement may be terminated by Northern College if it is determined that gratuities of any kind were either offered to, or received by any executive or board member of the College as well as officer, director, agent or employee contrary to this policy.

3.12 Indemnification

1. The Contractor agrees to indemnify, and save harmless Northern College and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the contractor.
2. The Contractor's obligation to indemnify Northern College shall be limited to those liabilities arising from the negligence of the Contractor in the performance of its obligations under the agreement. In no event shall the Contractor be responsible for those liabilities arising from the negligence of Northern College, its agents or employees.

3.13 Comply with Laws

The successful bidder shall comply with all applicable statutes, laws, by-laws, regulations, ordinances, notices and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this contract, and all rules and requirements of the Police and Fire departments, or other governmental authorities, and procure all C.S.A. approvals, if required. The successful bidder shall obtain and pay for all necessary permits and licenses, and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the successful bidder is called to any such violation on the part of the successful bidder, or of any person employed or engaged by the successful bidder, the successful bidder shall immediately desist from and correct such violation.

3.14 Notices, Orders, ETC.

Any notice, order, decision, direction or communication given or required to be given by Northern College under the contract shall be in writing. It shall be deemed to have been received by the Contractor on the day it was delivered in person to the Contractor, the Supervisor, or if it was mailed to the Contractor at the address indicated on the Proposal and Acceptance, on the sixth day following the day on which it was mailed.