



REQUEST FOR PROPOSAL

for the provision of

**One (1) New 2019/2020 Tandem Axle Cab and Chassis with Spreader
Dump Body and Snow Plow Equipment**

Proposal Information	No. RDS 18-06
Issue Date:	December 12, 2018
Site Visit:	Optional, by appointment
Closing Date:	January 17, 2019 @ 12:00 noon, local time
Opening Date:	January 17, 2019 @ 2:30 PM, immediately following Proposal # 18-07, Minden Hills Boardroom
Address:	Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0
Attention:	Travis Wilson, Roads Superintendent
Last Day for Inquiries:	January 10, 2019
Proponent Information	
Name/Company:	_____
Address:	_____

LATE PROPOSALS WILL NOT BE ACCEPTED.

THE LOWEST OR ANY PROPOSAL MAY NOT NECESSARILY BE ACCEPTED.

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1.0 General Conditions

1.1 Definitions:

“Proponent” Refers to any eligible entity providing a Proposal.

“Contractor” Refers to the Successful Proponent.

“Corporation/Owner/Township” Refers to the Township of Minden Hills.

“Form of Proposal/Proposal” Refers to this document and its processes.

“Selection Committee” Refers to the members as chosen at the sole discretion of the Township of Minden Hills to evaluate and rank proposal submissions.

“Successful Proponent” Refers, in the event of an award, to the selected Proponent.

1.2 Proposal Handling

The handling of the Proposal document(s) will be in accordance with the Township of Minden Hills Policy No. 17 governing the procurements of goods and services, and this Proposal document.

1.3 Proposal Submission Mandatory Requirements

All Proposals must be completed in hard copy and submissions must include all Appendices attached to the RFT document. All entries shall be clear, legible, in a non-erasable medium and signed (where applicable). Entries must be made for unit price, lump sum, extensions and totals as appropriate. All items shall be submitted according to instructions contained within the Proposal Documents.

- Appendix A - Specifications
- Appendix B - Description and Alternatives
- Appendix C - Submission Requirements
- Appendix D - Declaration Form
- Appendix E - Accessibility Regulations Acknowledgement
- Appendix F - Health & Safety Declaration Form
- Appendix G - Smoke Free Ontario Act Contractor Acknowledgement Form
- Appendix H - Pricing
- Appendix I - Guarantee of Performance/Cancellation of Contract
- Appendix J - Agreement Acknowledgement
- Appendix K - Delivery Notice

Proposals must contain a cover letter duly signed by a person having the authority to bind the legal entity to the statements made in response to this RFP.

Proposals must be submitted in a sealed envelope with Appendix K - Delivery Notice, completed and affixed to the outside. Proposals can be submitted by mail, placed in the municipal drop box located at the Administration building, hand delivered to the front counter of the Finance Department, the 2nd floor front counter.

Electronically transmitted submissions (facsimile, e-mail, etc.) will not be accepted for this Proposal.

Proposals must be received by the Township by the stated closing date and time as indicated on the cover page. Proposals received after the official closing time will not be considered during the selection process.

It is the responsibility of the Proponent to ensure they comply with this procedure. The Township is not responsible for submissions which are not properly marked and/or delivered to any other location, other than that specified herein.

Proposals that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected as per the Township's Procurement Policy.

1.4 Proposal Closing

Proposals must be received by the Township of Minden Hills on/before **12:00 noon local time on January 17, 2019.**

In the event that an emergency, staff labour disruption or inclement weather forces the suspension of services of the Township, by closing of the office, the Request for Proposal shall become due on the next business day at 11:00 am, local time, after the original closing date and time.

A Proposal received prior to suspension of services (closing of the office) may be withdrawn and replaced by a new Proposal Package submission and due before the amended closing date and time. Call 705-286-1260 ext. 313 for information in the event of a suspension of service for any additional information.

1.5 Proposal Opening

A public opening will be held in the Township Administration Office at 7 Milne Street in Minden, 2nd floor boardroom on **January 17, 2019 at 2:30 pm**, immediately following the opening of RDS tender 18-07 – 2019 Resurfacing.

1.6 Withdrawal or Alteration of Proposals

A Proponent who has submitted a Proposal may submit a further Proposal at any time up to the specified time and date for the Proposal closing. The last Proposal received shall supersede and invalidate all Proposals previously submitted by that Proponent for this contract.

A Proponent may withdraw or alter the Proposal at any time up to the specified time and date for Proposal closing by submitting a letter bearing the Proponent's signature to the authorized representative who will mark thereon the time and date of receipt and will place the letter in the Proposal box. The Proponent's name and the contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Proposals withdrawn under this procedure cannot be reinstated.

1.7 Examination of Proposal Documents

Each Proponent must satisfy himself/herself by a personal study of the Proposal documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed goods/services. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this request for Proposal.

Prices bid must include all incidental costs and the Proponent must be satisfied as to the full requirements of the Proposal. No extra work will be entertained without prior Township approval. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the Proposal.

1.8 Omissions, Discrepancies and Interpretations

Should a Proponent find omissions from or discrepancies in any of the Proposal Documents, or should the Proponent be in doubt as to the meaning of any part of such documents, the Proponent should notify the designated person and office without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all who have received Proposal Documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Proposal Documents.

1.9 Addenda

If required by the Township, addenda will be distributed to all Proponents registered as a document taker for this bid. Addenda will be distributed using the latest contact information as provided by the Proponent. It is the Proponent's responsibility to notify the Township of any changes to their contact information.

If the Proposal was acquired via the Township website it is the Proponent's responsibility to check the Township website at www.mindenhills.ca for addenda. It is any and all Proponents ultimate responsibility to ensure all addenda have been received.

All Proponents should check the Township website or contact the Township directly as per section 2.11 – Inquiries, prior to submitting their Proposal.

Proponents are required to acknowledge receipt of all addenda by signing the Acknowledgement of Receipt included on the addenda form. Failure to submit all addenda unless otherwise directed on the addenda form, will constitute an automatic rejection.

1.10 Acceptance or Rejection of Proposal

The Township reserves the right to reject any or all Proposals and to waive formalities as the interests of the Township may require without stating reasons therefore. Notwithstanding and without restricting the generality of the statement immediately above, the Township shall not be required to award and accept a Proposal:

- a) When only one (1) Proposal has been received as result of the Proposal call;
- b) Where the lowest responsive and responsible Proponent substantially exceeds the estimated cost of the goods/services;
- c) When all Proposals received fail to comply with the specifications or Proposal terms and conditions;
- d) Where a change in the scope of work or specifications is required the lowest or any Proposal will not necessarily be accepted. The acceptance of a Proposal will be contingent upon an acceptable record of ability, experience and previous performance.

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of the acceptance or the non-acceptance by the Township of any Proposal or by reason of any delay in the acceptance of a Proposal except as provided in the Proposal document.

Each Proposal shall be open for acceptance by the Township for a period of **one hundred and twenty (120)** calendar days following the date of closing.

Where the Proposal document does not state a definite delivery/work schedule and a submitted Proposal is based on an unreasonable delivery/work schedule, the Proposal may be rejected.

1.11 Proposal Award Procedures

By submitting a proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFP, prior to the signing of a formal written contract.

Unless stated otherwise the following procedures will apply:

- The Township will notify the Successful Proponent that their Proposal has been accepted, within **one hundred and fifty (150)** calendar days of the Proposal closing. The Township does not intend to award prior to January 2019.

- Notice of acceptance of Proposal will be by telephone, email and/or by written notice. The Successful Proponent shall confirm acknowledgement of awarded Proposal notice.
- Immediately after acceptance of the Proposal by the Township, the Successful Proponent shall provide the Township with any required documents within **fourteen (14)** calendar days of the date of notification of award.
- Commencement and completion dates may be altered if mutually agreed to by the Township of Minden Hills and the Successful Proponent.

1.12 Indemnification

The Successful Proponent shall indemnify and hold harmless The Township, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon The Township and against all loss, liability, judgments, claims, suits, demands or expenses which The Township may sustain, suffer or be put to resulting from or arising out of the Successful Proponents' failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Successful Proponent, its agents, officials and employees.

1.13 Ability and Experience of Proponent

It is not the purpose of the Township of Minden Hills to award this contract to any Proponent who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and plant resources to ensure acceptable performance and completion of the Proposal.

The following criteria will be utilized by the Township, through the evaluation process as per Section 2.12 to determine whether a Proponent is qualified to undertake the award;

- The Proponent's ability and agreement to supply the goods/services.
- The Proponent's ability to work effectively with the Townships' staff and other representatives.
- The Proponent's history with respect to providing satisfactory results and acceptable cooperation.

The Township may reject the lowest or any submissions, if after investigation and consideration, the Township concludes, in its opinion, that the Proponent is not able to supply the goods/services in a manner satisfactory to the Township.

1.14 Variation of Quantities

The Township of Minden Hills reserves the right to adjust quantities. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease quantities identified in this Proposal.

1.15 Occupational Health & Safety

The Successful Proponent must comply with all requirements set out in the *Occupational Health & Safety Act, R.S.O. 1990* and all other regulations that apply to the job at hand. The following language, requirements and conditions shall be included in all agreements with selected Proponents (and sub-selected Proponents) engaged by or on behalf of the Corporation of the Owner:

Where applicable under the Occupational Health and Safety Act (OHSA) (R.S.O.1990 C. 0.1) and regulations, made under that statute:

- a. Selected Proponents acknowledge that they have read and understood the Occupational Health and Safety Act (OHSA) (R.S.O. 1990 C. 0.1) and regulations, made under that statute.
- b. The selected Proponent shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations, the Owner and any applicable industry standards. The selected Proponent agrees to assume full responsibility for the enforcement of same.
- c. The selected Proponent shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work.
- d. The selected Proponent shall understand that its performance will be monitored and that their overall performance will be a major consideration for future contracts with the Owner. The frequency and detail of ongoing project monitoring will be dependent upon the nature of the work and safety precautions specified.
- e. The selected Proponent shall allow access to the work site on demand to representatives of the Owner.
- f. The Owner will take all action necessary to support the selected Proponents health and safety efforts and to ensure that the Owner owned and controlled environments in the vicinity of the project are free from hazards.
- g. The selected Proponent acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Proponent or any of its sub-selected Proponents may invalidate the contract.
- h. The selected Proponent acknowledges and agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of the OHSA by the selected Proponent or any of its sub-selected Proponents will entitle the Owner to set off the damages so assessed against any monies that the Owner may from time to time owe the Proponent under this contract or any other contract whatsoever.
- i. The selected Proponent shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or

physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Occupational Health and Safety Act and shall provide appropriate Material Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.

- j. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful selected Proponent shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The selected Proponent shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- l. The selected Proponent shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The selected Proponent agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the Owner.
- n. Selected Proponents with known poor safety records or with inadequate qualifications or equipment will not be considered for award.
- o. Worker safety is given first priority in planning, pricing and performing the Work;
- p. Its officers and supervisory employees have a working knowledge of the duties of a Constructor and Employer under the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
- q. Workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- r. Its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
- s. All subcontractors employed by the Successful Proponent to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

1.16 Workplace Safety Insurance Board (WSIB)

All Proponents must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage as per the *Workplace Safety and Insurance Board*, on Appendix C – Submission Requirements.

The Successful Proponent shall provide proof of coverage and shall maintain this coverage throughout the length of the contract as per the terms of this contract.

If exempt from coverage, the Successful Proponent shall obtain optional coverage in the form of a letter from WSIB and must be provided to the Township within ten (10) business days of being awarded the contract, or commencement of the contract, whichever is shortest.

The Successful Proponent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the Department Head. Failure to meet the extension date as approved by the Township may result in the cancellation of the contract. Refer to Section 1.28 – Cancellation of Contract.

1.17 Insurance Requirements

All Proponents will acknowledge their ability to provide proof of insurance in accordance with this Proposal document, identified in Appendix A – Submission Requirements.

All insurance costs related below will be borne by the Successful Proponent.

The Successful Proponent, as a minimum, shall provide and maintain coverage during the term of the Contract as specified in section 1.117.1 and 1.117.2 below.

1.17.1 Specific Conditions

The Successful Proponent shall, at all times, effect, maintain and keep in force, at its sole cost and expense the following coverages:

- Commercial General Liability insurance applying to all operations of the Successful Proponent which shall include coverage for bodily injury or death, broad form property damage, products and completed operations liability, owner's & contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. Such policy shall be written with limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) exclusive of interest or costs, per occurrence and shall include **The Corporation of the Township of Minden Hills** as an additional insured.

1.17.2 General Conditions:

- a) The Successful Proponent shall provide proof of insurance in the form of a Certificate of Insurance indicating liability insurance with a minimum coverage of five million dollars (\$5,000,000), with **The Corporation of the Township of Minden Hills** added as an additional insured party.
- b) All policies shall be endorsed to provide the Township with not less than 30 Days' written notice of cancellation.
- c) All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-.

- d) Prior to commencement of the Work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Proponent shall promptly provide the Township with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work.
- e) All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Proponent.
- f) All policies shall apply as primary and not as excess of any insurance available to the Municipality.
- g) It is expected by the Township that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated above have been met.
- h) Insurance must remain in effect for the duration of the contract as per the terms of this RFT document. It will be the responsibility of the Successful Proponent to provide the Township with any and all renewal certificates during this period.

The Successful Proponent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the Department Head. Failure to meet the extension date as approved by the Township may result in the termination of the contract.

The certificate of insurance must be provided to the Township within five (5) business days of being awarded the contract, or prior to commencement of the contract, whichever is shortest. Failure to submit the requested insurance certificate by the Successful Proponent shall result in a withdrawal of the contract by the Township.

1.18 Limited Liabilities

The Township's liability under this Proposal shall be limited to the actual goods/services ordered and provided.

1.19 Proponent Expense

Any expenses incurred by the Proponent in the preparation of the Proposal submission are entirely the responsibility of the Proponent and will not be charged to the Township.

1.20 Protection of Work & Property

The Successful Proponent shall provide continuous and adequate protection of all goods from damage and shall protect the Owner's property from injury or damage arising until delivery of the goods/services. The Successful Proponent shall make good any such damage or injury.

1.21 Regulation Compliance and Legislation

The Successful Proponent shall ensure all goods/services provided in respect to this Proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

1.22 Workplace Violence and Harassment

The Successful Proponent shall comply with the Occupational Health and Safety Act, Canada Criminal Code, Ontario Human Rights Code and all other applicable legislation and/or regulations, as they relate to violence, harassment and sexual harassment in the workplace.

1.23 Code of Conduct

Contractors employed by the Township of Minden Hills shall endeavor to at all times promote a high level of ethical conduct by themselves and their employees. In acting on behalf of the Township of Minden Hills, no Contractor, or their employees, shall at any time take any action which he or she knows, or reasonably should know, violates any applicable law or regulation.

The Township of Minden Hills requires that Contractors and their employees shall maintain high standards of professional behaviour when dealing with Members of Council, Officers of the Corporation, other Township employees, clients and the public; and further that this behaviour shall reflect positively on the reputation of the Township.

It is every Contractor, and their employee's, responsibility to ensure that all information communicated is as accurate as reasonably possible. No Contractor, or their employees, shall withhold information or willfully mislead Members of Council, officers, employees, clients, or the public about any issue of corporate concern.

Every Contractor, and their employee's shall respect the rights, privileges, diversity and dignity of the persons they interact while contracted by the Township.

1.24 Smoke Free Workplace

During the duration of the contract, including any related amendments and/or extensions, Contractors, and their employees, shall adhere to the Smoke Free Ontario Act, 2017 and all other applicable legislation and/or regulations or requirements, in regards to cigarette, e cigarette and cannabis use.

1.25 Accessibility

Under the Accessibility for Ontarians with Disabilities Act, 2005, S.O 2005, c. 11 (AODA), the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self-service kiosks or facilities, including written

materials, web content and the delivery of programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

The Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11 (AODA) and Regulation 191/11 Integrated Accessibility Standards (IAS), requires anyone who provides goods, services or facilities on behalf of the Township to receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities.

Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Township and/or the Province upon request.

Refer to Appendix E - Accessibility Regulations Acknowledgement for information about accessibility principles and guidelines from the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and the Integrated Accessibility Standards (IAS).

1.26 Agreement

The Township reserves the right to cancel the awarding of any Proposal in the event that both parties are unable to agree to the terms of the contract within ten (10) days, or the commencement of the project, whichever is shortest. Please also refer to Appendix J – Agreement Acknowledgement.

In the event that your Proposal is accepted by Council and confirmed in writing from the Township, the Proposal and the acceptance by Council shall constitute a binding contract between the Successful Proponent and the Township, and the Successful Proponent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the Proposal documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Proponent.

1.27 Assignment of Contract

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

1.28 Cancellation of Contract

The Township reserves the right to immediately terminate the Contract awarded to the Successful Proponent, or part thereof, at its own discretion, including but not limited to such items as non-compliance, non-performance, late deliveries, inferior quality, pricing problems, etc.

The Township shall not be liable to the Successful Proponent for loss of anticipated profit on the cancelled portion or portions of the work.

1.29 Conflict of Interest

The Proponent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Proponent's undertaking of the project and, if selected, shall abstain from taking on work which would represent a conflict of interest over the duration of this project.

The Proponent shall declare that the Proposal submitted is in all respects fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township of Minden Hills has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise on the performance of the said Proposal.

The Township reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Proponent on such basis.

1.30 Bankruptcy

In the event that, during the duration of the agreement, the Proponent makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, this agreement shall immediately be terminated, and the Township shall be entitled to enter into an agreement with another party without the consent of the Proponent.

1.31 Governing Laws

This Proposal and subsequent contract/agreements will be interpreted and governed by the laws of the Province of Ontario.

1.32 Freedom of Information

Any personal information required on the Proposal Form is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990 (Act)*. This information forms an integral component of the Proposal submission.

All written Proposals received by the Township become a public record once a Proposal is deemed complete by the Township. All information contained in the Proposal document is available to the public, including personal information.

Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56*, as amended, should be directed to:

Clerk, Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON

K0M 2K0
Telephone (705) 286-1260

The Clerk has been designated by the Township of Minden Hills Council to carry out the responsibilities of the Act.

1.33 Guarantee of Performance

The Proponent guarantees that the product shall be delivered as specified in their Proposal, and that the Proponent will, at their own expense, correct any inconsistencies in a manner satisfactory to the Township, for which the Proponent is held responsible by the Township, and the decision of the Township in all such matters shall be final.

The Township may, without prejudice to any other remedy, correct the following:

- If the Proponent fails to deliver the product as proposed in accordance with its obligations under the Contract.
- If there exists unsatisfied claims for damages caused by the Proponent to anyone on the Site or in connection with the Work.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the Work is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

1.34 Liquidated Damages

It is agreed by the Parties to the Contract that if the Successful Proponent should neglect to execute the service(s) properly or fail to perform any provision of this Award, the Township, after **three (3)** business days written notice to the Successful Proponent, may deduct under this paragraph, any amount paid to another contractor, supplier or agency to remedy the default of the Successful Proponent, including but not limited to, the requirements of the C of A and other requirements of the contract, such as deductions, from any monies that may be due or payable to the Successful Proponent on any account whatsoever.

The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Township. Continued failure of the Successful Proponent to execute the work properly shall result in a termination of Contract. The Township shall provide written notice of termination.

The Successful Proponent shall not be assessed with liquidation damages for any delay caused by Acts of God or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine, Restrictions, Embargoes, Labour Disruptions, Strikes, Lockouts or delays due to such causes, then the time of delivery shall be extended for a period of time equal to the time lost to such delay.

1.35 Proposal Package Submissions Information Release to Other Proponents

The number of Proposals received and the names of the Proponents are confidential and shall not be divulged prior to the public Proposal opening.

2.0 Specific Conditions

2.1 Award

It is the intention of the Township to award this Proposal to only one (1) qualified Proponent. The lowest or any Proposal may not necessarily be accepted.

2.2 Multiple Submissions

Proponents wishing to offer more than one (1) submission for consideration must complete a separate Proposal document for each separate offer and clearly identify each submission as a separate offer.

2.3 Delivery & Execution of Work

The Township requires this unit as soon as possible, earlier delivery will be considered a higher ranked proposal.

2.4 Pre-Start Meeting

A pre-start meeting is not required.

2.5 Manufacturer's Specifications

Proponents shall include with their Proposal submission the full manufacturers' specifications and literature, which fully describe the item(s) being offered, including any optional equipment.

2.6 Warranty

The Proposal submission shall include a brief summary covering workmanship on Appendix H – Pricing. Additional warranty and/or guarantee information may be included separately. The Proponent shall include the costs for additional warranty

2.7 Equivalent

Where applicable, the Township has specified certain product(s) and/or brand names throughout this document for a number of the components utilized in the good/service. In some instances, the Township would be willing to consider an equivalent for the specified item. "Equivalent" would mean an equivalent product, design, manufacturer, etc. that, in the opinion of the Township is an "acceptable" alternative. The determination of the item to be an "acceptable" equivalent will be at the sole discretion of the Township and will be identified in Appendix A – Specifications.

Where a product, design, manufacturer, etc. has been stipulated and, there is no alternative option, Proponents must submit based on the specified item and, without substitution.

2.8 Harmonized Sales Tax (HST)

HST is applicable to the item(s) listed, however, is not to be included in the Proposal unless specified. Please submit all prices "HST Extra".

2.9 Terms of Payment

Payment will be made in response to the Successful Proponent's invoice to the Township. The Township will not pay in part or in full until the contractual/approved services are received. Possession will not be taken until the unit(s) meet(s) all specifications and is approved by the Roads Superintendent or their designate(s).

Unless otherwise stated herein, the Township's normal terms of payment will be net thirty (30) calendar days from the receipt of goods/services or the date of invoice, whichever occurs later. Invoices shall be forwarded to the attention of:

Accounts Payable
Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0
accountspayable@mindenhills.ca

The Successful Proponent shall retain a Holdback payment of 10% of the total invoiced amount. Release of the Holdback shall be made after forty-five (45) calendar days from the date of completion of the work as established by the Completion Certificate, but subject to the provisions of the Construction Lien Act and the submission by the Successful Proponent of the following documents:

- a) A release by the Successful Proponent in a form satisfactory to the Township, releasing the Successful Proponent from any claims relating to the Contract, qualified by stated exceptions where appropriate;
- b) A statutory declaration in a form satisfactory to the Township that all liabilities incurred by the Successful Proponent and the Successful Proponent's Subcontractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate and;
- c) A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.
- d) A written request made to the Township for the release of the respective Holdback payment.

The Successful Proponent shall be responsible for the proper performance of the work only to the extent that the design and specifications permit such performance. The Successful Proponent agrees to correct promptly at its own expense, any defects or deficiencies in the Work that may appear prior to and during the period of one year (12 months) from the date of substantial completion. The Township shall promptly provide the Successful Proponent with written notice of observed defects and deficiencies.

2.10 Settlement of Disputes

Any dispute arising from or in connection with the execution of performance of the Agreement shall be settled by the Owner and the Supplier through reasonable negotiation.

2.11 Proposal Selection

The Roads Superintendent and or designate(s) will score the proposals in accordance with Section 2 below.

The Township may, at its discretion, request clarifications or additional information from a proponent with respect to any proposal, and may make such requests to only selected proponents. The Township may consider such clarifications or additional information in evaluating a proposal.

2.11.3 Negotiation and Irrevocability

By submitting a proposal, the Proponent accepts that a contract may be concluded upon notification by the Township with the proponent. The Township reserves the right to negotiate.

If the parties after having bargained in good faith are unable to conclude a contract, the Township and the proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality.

2.12 Evaluation Stages and Total Evaluation Points Available

The Township of Minden Hills will conduct the evaluation of Proposals in two (2) stages as follows:

2.12.1 Stage 1 – RFT Review (pass/fail)

A review will be undertaken to determine if the submitted Proposal complies with all the mandatory requirements (inclusion of all Appendices and compliance with the submission requirements and deadline).

All Proponents shall meet the mandatory requirements of Appendix C – Submission Requirements and submit with their proposal proof of meeting these requirements.

Proposals that do not comply with the mandatory requirements shall, subject to the reserved rights of the Township of Minden Hills and the Township’s Procurement Policy, be disqualified and not evaluated further.

2.12.2 Stage 2 – Proposal Merits (88 points)

Stage 2 will consist of a scoring by the Roads Superintendent of each qualified Proposal on the basis of the detailed criteria as displayed in the submitted proposal.

The following is an overview of the categories and weightings for the Stage 2 criteria of the RFP:

Criteria			Maximum Points
Ability & Experience of Proponent			88
1.	Performance/Features	45	
2.	Warranty Program	20	
3.	Training	3	
4.	Service and Support	10	
5.	Delivery	10	
Total Points			88

Each of the components in Stage 2 - Proposal Merits, is evaluated and assigned a rating between 0% and 100%. The Selection Committee will rate each component on the basis of consensus. The rating percentage is then used to calculate a score based on the points allocated to that component. The following table outlines the key rating percentages:

Key Rating %	Characteristics	
0%	Unacceptable	Does not meet any of the requirements.
30%	Poor	Does not meet all of the basic requirements.
60%	Fair	Meets the very basic requirements only.

		Minimally acceptable.
75%	Good	Meets all key requirements. An acceptable standard.
90%	Very Good	Meets all requirements and all expectations.
100%	Excellent	Exceeds the requirements. Provides additional benefit.

Example: If a component #1 Performance/Features is evaluated as better than “Very Good” and rated at 95%, and 40 points are allocated, the score for the component will be $0.95 \times 40 = 38$ points.

The Proponent must score a minimum of 70% of the available points in Stage 2 - Proposal Merits, to be further considered and evaluated for the financial component of the Proposal.

The Proposal that achieves the highest total score will be ranked first. In the event of a tie total score, the Proponent with the lowest cost will be ranked first overall

At the end of this stage, the top 4 Proponents (where applicable) will be short-listed to move on to Stage 3.

2.12.3 Stage 3 – Evaluation and Pricing (20 points)

Stage 3 will consist of a scoring of the pricing submitted on Appendix H – Pricing. The evaluation of the price/cost shall be undertaken only after the first two (2) stages have been completed. Only those Proponents who move forward from Stage 2 will be scored here.

Each Proponent will receive a percentage of the total possible **20** points allocated to price by dividing the Proponent’s price into the lowest Proposal of the short-listed Proponents.

For example, if the lowest Proposal price is \$120.00, that Proponent received 100% of the points ($120/120 = 100\%$), or **20** points. A Proponent who Proposals \$150 receives 80% of the possible points ($120/150 = 80\%$) or **30** points. A Proponent who Proposals \$240 receives 50% of the possible points ($120/240 = 50\%$) or **10** points.

Proponents should be aware that this is a “gated process”. Proposals will be initially evaluated on non-price based criteria first. From there, the highest scoring Proposals will be chosen to have their pricing evaluated in order to arrive at a total aggregate score for the best solutions.

2.12.4 Total Evaluation Points Available

Overall, a Proponent may receive a maximum of **100** Evaluation points as follows:

Criteria	Maximum Points
Stage 1 - Compliance with Submission Requirements	Pass/Fail

Stage 2 – Proposal Merits	88
Stage 3 - Pricing	20
Total	108

2.13 Inquiries

Inquiries concerning the Proposal specifications and general Proposal process are to be directed to:

Shannon Prentice
 Deputy Clerk/Administrative Assistant
 (705) 286-1260 ext. 313
sprentice@mindenhills.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the Request for Proposal will be circulated as outlined in section 1.9 of this document, as a Request for Proposal Addendum to all registered document takers who have received the Request for Proposal document from the Township.

Inquiries must be received no later than **three (3)** business days prior to the closing date, on or before 12:00 noon, local time; otherwise a response may not be provided

2.14 Cooperative Purchasing

The Proponent agrees to allow neighbouring public agencies with similar needs/interests within the County of Haliburton to participate in this contract.

Additional participating agencies may opt into a contract with the successful Proponent for procurement of services described in this RFP based on the terms, conditions, prices and percentages offered to the Township of Minden Hills with changes negotiated as required, due to location and quantity of work.

This piggyback clause is intended to be a means of promoting cooperative purchasing efforts with the public sector, and to provide additional value to the successful Proponent. Any cost savings associated with cooperative purchasing shall be separately identified within the Proposal document.

3.0 Proposal Specifications

3.1 Overview

The Township of Minden Hills requires one (1) New 2019-2020 Tandem Axle Cab and Chassis with Spreader Dump Body and Snow Plow Equipment for snow plowing and hauling aggregate. The purchase will be considered under the 2019 Budget.

3.2 Proposal Content

The Proponent shall provide the following as part of their Proposal submission:

- Detailed description of the proposed unit and apparatus including features and optional items (options request outlined in Appendix A)
- Other Optional items for consideration by the Township
- Unit and Equipment Literature
- Indicate the location for service, support and ease of part acquisition
- Outline warranty coverage all components, and additional costs for extended warranty
- Outline onsite training provided
- Include a detailed pricing breakdown that clearly specifies the proposed unit with options included as well as other optional items available (see Appendix A – Specifications).
- It is encouraged that the pricing breakdown also includes options to: lease, and purchase.

3.3 Deliverables

The Proponent shall state within their proposal how many days are required for delivery of the product. The Township requires the tandem **prior to August 1, 2019**.

3.4 Site Visit

A site visit is optional and Proponents may schedule a meeting with Travis Wilson, Roads Superintendent by email at twilson@mindenhills.ca.

3.5 General Instructions

For each Specification item listed, you are required to indicate your compliance of each item. Please do so as follows:

You are able to provide the item as specified - indicate **YES** in the Proponent's Compliance box.

You are not able to provide the item as specified - indicate **NO** in the Proponent's Compliance box.

Where an item allows for an "Alternative" to the specified item, you may indicate **YES** to the item as specified or you may provide your **alternative item** in the Proponent's Compliance box.

Where minimums are called for, the item must meet or exceed the capacity, size or performance as specified, unless an alternative is allowed. This specification may list only the major details for the specification items. Therefore, it is the Proponent's responsibility to deliver fully equipped items with compatible components to provide dependable efficient service.

Appendix A

Specifications

****MANDATORY COMPLETION****

SECTION 1: Tandem Axle Cab and Chassis		Specification	Confirmation
1	Make and Model	Specify make and model of unit being bid (2019 or 2020 Model Year)	Make Model Year
2	CMVSA	Vehicle shall meet or surpass the mandatory requirements of the Canada Motor Vehicle Safety Act and its regulations in effect on the date of manufacture and the vehicle must bear the National Safety Mark	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
3	Gross Weight Ratings	GVWR - 30,000kg minimum	Specify:
		GAWR - 9,090 kg minimum	Specify:
		GAWR - 20,909 kg minimum	Specify:
		The allowable GVWR as supplied shall be shown on a metal or mylar tag	Mandatory
		Total Chassis Weight	Specify:
		Vehicle Width	Specify:
		License Truck For 34,000kg	Specify:
4	Axles	Power assisted steering boxes	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Front -Meritor 20,000lb, Wide Track I Beam Type, 20,000lb multi-leaf, shackle type, spring pin, rubber bushing, with RH spring stiffener and	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:

		Timbren Rubber block to assist suspension to carry plow and wing		
		Axle shall have OIL lubricated wheel bearings and shall be synthetic	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	Type:
		Front Axle wheel hub cover shall be Stemco Series	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Set Forward Axle SFA with max turning radius of:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Graphite Bronze Bushings for rear shackles of front axle	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Rear - Meritor RT-46-164P (46,000lb) Capacity	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Equipped with a driver controlled inter-axle and full locking differential in both axles	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
5	Brakes	Air Brake ABS (Bendix Antilock Brake System (4 Channel))	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Air Dryer (Bendix AD-9) with heater	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Front Axle Brake Chambers -Bendix 24sq. In.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Rear Axle Brake Chambers -Bendix EverSure-30/30 Spring Brake	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Rear - Air Cam S-Cam, 30/30 Sw.In Long Stroke	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Front Brakes Size 16.5 x 6	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	

		Rear Brakes Size 16.5 x 7	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Dust Shields Front and Rear for Air Brakes	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Automatic Slack Adjusters (Eaton Haldex	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Visual brake stroke indicators to be installed	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Air Compressor 15.9 cfm minimum	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Berg Pull Cord Drain Valves on all Tanks	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
6	Frame	Straight through constant height frame rails	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Frame Shall be made of Steel with a yield strength of 120,000 psi minimum	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		8" Front frame extension if required for Body Builder Mounting	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Intermediate Cross member shall be made of steel	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Frame Dimensions (Depth x Width x Thickness)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Specify dimensions of reinforcement if equipped	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
7	Suspension	Parabolic Springs Suspension (22,000lb) with RH	YES <input type="checkbox"/>	NO <input type="checkbox"/>

		Spring Stiffer and Timbren Rubber block to assist suspension to carry snow plow wing with shocks	Specify:
		Rear suspension shall be Hendrickson HMX-460-54 with shocks	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
8	Wheels and Tires	Dual Rear wheels	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Steel drive axle hubs front/rear	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Front - (2) 425/65R22.5 XZY3 Michelin (20ply)	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Rear - (8) 11R22.5 XDE M/S Michelin	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Wheels shall be Dual Disc - HD Painted Steel with 0.495" Thick increase capacity disc.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
9	Engine	Approved Engines are: Detroit Diesel DD13, Cummins ISX12, CAT CT13, International N13/A26, Minimum of 400HP	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Starter Motor shall be Delco Remy 12v, 39MT Starter	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Horizontal Muffler, Vertical Stack-Turn, back pipe with inhibit switch	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Engine Brake (exhaust or compression) compatible with motor	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Engine Oil Pan shall be protected from corrosion by a rust proof epoxy coating or be aluminum die cast	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
10	Transmission	Fuller RTFLO(F) 16913A 13 Speed Manual with Double Overdrive, air shift and internal lube oil pump	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:

		Axle Ratio 4.63 - 4.78	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
11	Clutch	Clutch shall be Eaton Fuller 15.5" two-plate dampened ceral-metalic easy pedal	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Clutch Housing cast iron in construction	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Clutch shall have an extended lube line (for grease able release bearing)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
12	Engine Equipment	Alternator shall be a brushless 12 V 185 amp with engine idle capacity of 50 amperes, minimum	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Three- (3) maintenance free, 12 Volt, 2775 CCA batteries minimum.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Batteries are to be easily accessible and not interfere with auxiliary equipment utilized for snowplowing.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		An automatic, temperature controlled on/off fan clutch.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Air cleaner – dry type – dual element.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Air cleaner shall have provision for switching between outside air intake and under-hood air intake or have a similar means to avoid impacting of snow in the air induction system under severe conditions	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Graduated Air Restriction Indicator on Air Filter with graphic display in dash.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Oil filter – full flow type.	YES <input type="checkbox"/>	NO <input type="checkbox"/>

			Specify:
		Shall have Petroleum based engine lubricant installed.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		A heavy-duty fuel water separator with sight glass shall be supplied wired to same receptacle as engine block heater.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Engine block heater shall be 120 Volts, 1500 watts minimum; receptacle mounted left side under driver's door and must have a covering flap.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Engine anti-freeze protection to – 60 degrees Celsius and shall be (long-life) type manufactured by Fleetguard preferred.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Engine hood shall be forward tilting type, with adequate hatches to provide easy engine access, shall have hood and engine splash panel's insulation for sound, front fender extensions for wider front tires.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		The radiator shall be mounted high enough to allow the installation of a front mounted pump and drive shaft.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
13	Cab	Conventional cab, standard interior	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Seats – Driver shall be a NATIONAL air suspension high back with lumbar. Best Available.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Seats – Passenger shall standard rigid seat	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:

Seat Upholstery shall be Cloth.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Specify:	
Steering wheel shall be 18" and shall have a tilt and telescoping column for driver comfort.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Specify:	
8" right and left, fender mounted convex mirrors.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Specify:	
Convex wide-angle mirror on drivers and passenger sides.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Specify:	
Heated windshield.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Specify:	
Premium Windshield wipers – intermittent speed with electric washer pump. (Reflex Ice, or Bosch Winter)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Specify:	
Integral Air Conditioning/Heater with manual controls.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Specify:	
Floor covering shall be rubber/vinyl.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Specify:	
Gage cluster including; tachometer, hour-meter, fuel, voltage, oil/air pressure etc.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Specify:	
Mirrors shall be heated, power axis mirrors mounted on both sides minimum.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Specify:	
Grab bars on each side to assist entry and exit.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Specify:	
Lower and intermediate footsteps, both sides.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Specify:	
Air horn, with snow shield if not mounted under	YES <input type="checkbox"/>	NO <input type="checkbox"/>

the hood.	Specify:
Factory installed manufactures standard AM/FM radio with minimum 2 speakers.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
Manual or electronic hand throttle control.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
Power locks, power operated driver and passenger side windows with a switch(s) accessible by the driver and passenger.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
The turn signal flasher shall be electronic, heavy-duty.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
Body Builder Wiring inside the cab to include sealed connectors for tail/amber, turn/marker/backup/accessory, power/ground, stop/turn.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
Body Builder Circuits mounted inside the cab, with 6 switches in the instrument panel, One power module with 6 channel, 20 amp max. Per channel and 80 amp. Max. Output, switches control the power module through module through multiplex wiring.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
Auxiliary Harness, 4 feet long for auxiliary front head lights and turn signals for front plow applications.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
5 Pound (ABC DRY TYPE), rechargeable fire extinguisher mounted in cab.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
First-Aid Kit Securely Mounted in cab	YES <input type="checkbox"/> NO <input type="checkbox"/>
	Specify:

		Parking Brake Alarm. Horn to sound when ignition is off and brake is not set.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Installed Safety Equipment shall include a Triangle Reflector Kit.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Pre-trip inspection feature that cycles all exterior lights.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Road Watch™ Air and Pavement Temperature Gauge	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Self-canceling turn signal switch.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
14	Fuel Tank	Single, minimum 300 litre left hand mounted, 26" diameter unpainted aluminum tank with unpainted stainless steel tank straps.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Nylon type fuel lines with quick disconnect fittings installed.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
15	Lights	Two (2) front fenders mounted, double faced, directional lights, 100-mm (4") diameter amber.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Stop lights. LED sealed units.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Five (5) cab identification lights, mounted in overhead fiberglass Sun-visor.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
		Beacon light to be SWS16397 c/w 766171 Amber/Blue switch to be synced to Upper Rear Box Light Package		
		Back up Alarm 102 d.b.a. minimum.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	

		Halogen head lights.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
16	Paint	Cab shall be painted L0214EB Red Elite or equivalent, Frame shall be epoxy primed and electrostatically applied DuPont Black (P3036), Plow/Wing and Harness DuPont Black P3036, Dump Body to Match Cab	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
17	Warranty	Truck/Equipment shall be covered by the standard manufacturer's warranty, a description of which shall be included with this document and will be compared with all responses received	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
18	Additional Items	Dealer markings or transfer are not to be applied to this vehicle.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		Vehicle shall be supplied with a valid Periodic Mandatory Commercial Vehicle Inspection (PMCVI) sticker.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		Vehicle shall be CROWN rust proofed or equivalent	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
19	Manuals	Owner/Operator's manual, 1 spare manual provided.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		One (1) complete parts manual covering all aspects of the delivered equipment also including two year on line diagnostics.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		One (1) complete service manual covering all aspects of the delivered equipment.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	
20	Chassis Requirements and Recommendation for	Front axle (22,000 lb.), tandem axle (46,000 lb.) chassis.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		Chassis must be suitable for installation of front	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Specify:	

Equipment Installation for Chassis Supplier	mount snowplow harness; frame extensions may be required on some models.	Specify:
	Front mount pump Installations require chassis provisions, including crankshaft adapter and clearance for drive shaft	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Horizontal muffler with vertical exhaust stock routed to avoid interference with wing harness installation	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Fuel tank protrusion behind cab must avoid interference with sander spinner and wing harness if applicable.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Frame section modulus and yield strength must be sufficient for equipment selected.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Wing installations require a cross member complying with MTO specifications or an equivalent O.E.M cross member.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Wing installations require a front right side rubber.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Recommended batteries box location under cab, if other must avoid interference with sander spinner and wing harness.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Air dryer, air tanks etc. must be located in a position so as to avoid interference with sander spinner and or wing harness.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Stationary grill recommended with power tilt front harness.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Butterfly hood optional with power tilt front harness, required with standard fixed harness.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
Interior cab space and seat configuration must	YES <input type="checkbox"/> NO <input type="checkbox"/>	

	provide sufficient space for pedestal mounted controls and additional selected options.	Specify:
	If required air glad hands must be located on outside of frame only if air supply is provided to rear of chassis.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Cab to axle dimension must be suitable for equipment specified, consult to ensure.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Air powered options require chassis air supply.	YES <input type="checkbox"/> NO <input type="checkbox"/>
	Other requirements and recommendations may be applicable to equipment specified; a review of specifications with a qualified factory representative prior to tendering or placing of order is suggested.	Specify:

<u>SECTION 2: Plow and Sander Equipment</u>		<u>Specification</u>	<u>Confirmation</u>
1	Full Hydraulic Snow Plow Wing Tower	Viking model VCL350 AHW All Hydraulic Wing w/ 12" Convex Mirror on front post.	NO SUBSTITUTE
		A sealed beam wing light shall be provided with a separate switch.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Hydraulic hoses shall connect the rams of the tower with the valves in the control box. Hoses shall be two ply braided steel, SAE100R16 with swivels on both ends and protective urethane hose wrap shall be installed on all hydraulic hoses	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		One 4" LED spotlight with mounting bracket for	YES <input type="checkbox"/> NO <input type="checkbox"/>

		front of wing.	Specify:							
		One 4" LED spotlight with mounting bracket for rear of wing.	YES <input type="checkbox"/>	NO <input type="checkbox"/>						
		Parts manual shall be supplied with each unit.	Specify:							
			YES <input type="checkbox"/>	NO <input type="checkbox"/>						
			Specify:							
2	Hydraulic Controls	Hydraulic Control Valves will be stackable sectional type HCD-6 with HCD6-L20 air shift. The control valve will include the following sections:	YES <input type="checkbox"/>	NO <input type="checkbox"/>						
		<table border="0"> <tr> <td>1 D.A. Plow Lift</td> <td>1 D.A. Wing Braces</td> </tr> <tr> <td>1 D.A. Tilt Harness</td> <td>1 D.A. Rear Wing Slide</td> </tr> <tr> <td>1 D.A. Front of Wing</td> <td>1 S.A. Body Hoist</td> </tr> <tr> <td>1 D.A. Tilt Plow</td> <td></td> </tr> </table>	1 D.A. Plow Lift	1 D.A. Wing Braces	1 D.A. Tilt Harness	1 D.A. Rear Wing Slide	1 D.A. Front of Wing	1 S.A. Body Hoist	1 D.A. Tilt Plow	
1 D.A. Plow Lift	1 D.A. Wing Braces									
1 D.A. Tilt Harness	1 D.A. Rear Wing Slide									
1 D.A. Front of Wing	1 S.A. Body Hoist									
1 D.A. Tilt Plow										
		The valve assembly will be completely open and easily accessible from the driver's side of the chassis for washing and maintenance.	YES <input type="checkbox"/>	NO <input type="checkbox"/>						
			Specify:							
3	Pump Metaris Tandem	The hydraulic pump supplied shall be a Metaris front mount Tandem front mount Tandem Dry Mode pump in cab air shift.	YES <input type="checkbox"/>	NO <input type="checkbox"/>						
		The first stage shall produce: 13 US G.P.M. at 1,000 R.P.M. 23 US G.P.M. at 1,800 R.P.M. The second stage shall produce: 18 US G.P.M. at 1,000 R.P.M. 32 US G.P.M. at 1,800 R.P.M	Specify:							
		Hydraulic hoses to connect pump shall be supplied. Their size shall be adequate for quick operation of all hydraulic operations and shall be 2 ply braided steel SAE100RS, with swivels on both ends.	YES <input type="checkbox"/>	NO <input type="checkbox"/>						
		Protective urethane hose wrap shall be installed on all hydraulic hoses where excessive wear can cause premature failure and to extend the life of these hoses.	Specify:							
			YES <input type="checkbox"/>	NO <input type="checkbox"/>						

		A low hydraulic oil alarm system with a dash mounted light and audible buzzer will be supplied and installed.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4	Snow Plow Equipment 11' Reversible	Viking VCL 36-11-45C 11' Reversible Plow	NO SUBSTITUE	
		Shall be hydraulic tilt moldboard with moldboard angle indicator rod.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		Cutting edge shall be 7/8"x 6"x 132" <u>carbide</u> blade with 5/8"x 8" x 132" "backer" blade.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		The entire snow plow shall be painted black.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5	Hydraulic Power Tilt Snow Plow Truck Harness	Viking VCL500T	NO SUBSTITUE	
		The plow lights and signals shall be equipped with "Quick-Tack" ends	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		The harness will be supplied with two double acting hydraulic cylinders, one cylinder to perform the plow lift function and a second separate cylinder used to perform the tilt function exclusively.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		Hydraulic power tilt function to be controlled by in cab featherable joystick air control.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		Urethane hose wrap shall be installed on hydraulic hoses where excessive wear can cause premature failure and to extend the life of the hoses.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6	Snow Plow Equipment 12' Snow Leveling Wing	Viking VCL 350 AHW	NO SUBSTITUE	
		Shall provide one (1) parking leg for wing.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		The wing shall be fitted with the following:	YES <input type="checkbox"/>	NO <input type="checkbox"/>

		Install 5/8"x 8"x 132" steel "backer blade". Install 7/8"x 6"x 132" carbide cutting edge. Install (4) steel moldboard shoes. One 36" fluorescent marker. Wing shall be painted black Wing arm removal tool to aid in easy dismounting of Hydraulic wing assembly	Specify:
7	All Season Combination Dump Body/Spreader	Viking model 1415 Proline II	NO SUBSTITUE
		Outfitted with Colour Matched Line-x Fender System, underside and on top.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Front Left Access ladder	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Sideboards to be installed at factory and painted black	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Hoist	Mailhot nitride 3 stage telescopic trunion hoist "C" series Model CS-130-5.5-3	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Hoist capacity shall be 30 ton @ 2,000 P.S.I.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Hoist control valve shall be air operated from inside cab.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Main Conveyor	The main conveyor shall be centered and recessed along the length of dump box floor and shall be capable of rear discharge for cold patch material	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Constructed of 3/16" Hardox 450 hi-tensile steel.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		Conveyor floor 1/4" Hardox 450 hi-tensile steel	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
		In addition to the permanent non-removable main conveyor chain link covers a second quick	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:

	removable conveyor chain cover will be supplied		
	The removable main conveyor cover will be manufactured from ½” 2 ply high temperature rubber and shall self-feed with the main conveyor	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Conveyor chain to be self-cleaning D667X pintle type with a minimum tensile strength of 21,700 PSI spaced apart 21” on center.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Cross Conveyor	Cross Conveyor to allow bi-directional feed to both left and right polyurethane spinners simultaneously	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Hydraulic hoses to the spinner motor are to be complete with quick disconnect automated sealing breakaway couplers and are to be assembled so that the male end plug into the female end on the spinner motor and the hoist frame when the spinner assembly is disconnected.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Mud Flaps	Mud flaps shall be provided fore and aft of rear wheels, frame mounted via full width steel flat bar.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Shovel Holder	Shovel Holder installed on driver's side	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Load Tarp	Air Tarp shall be standard equipment with 1/8" mesh tarp	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Tailgate	Tailgate shall be laminated with a reflective checkerboard	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Shall have coal chute with handle	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Sander Controls	Closed loop ground oriented automated spreader control system shall be installed.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Spreader Control shall be <u>Cirrus Spread Smart</u>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

	<u>RX</u>	Specify:
Lighting and Wiring	All wiring and lights shall be sealed with corrosion and vapor proof junction box	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	All box lights to be LED.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Box lighting kit to include stop, tail turn signals and back up lights in 6" ovals mounted in rear corner posts.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Corner Post lights to be SWS 22122 with LED Oval and SWS 56044 Warning Stick	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	6" LED Spinner light to be included and 6" LED Cross Conveyor Light	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Auxiliary lighting will plug directly into chassis O.E.M. connection cutting splicing soldering or shrink tubing of connection is not acceptable. All Electrical/air/hydraulic lines to be bundled separately along chassis frame rail to aid in ease of service when required.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	A Holland PH410RA11 pintle hook rigid mount with 2" tow eyes and MGTW of 100,000 lbs. Pintle hook height to be at 27".	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	A pintle hook mounting structure including a pintle hitch and trailer light plug shall be installed at the rear of the truck frame, and shall be of sufficient strength to support the rated capacity of the pintle hitch; ensure structure does not interfere with caging brake chambers.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
	Two safety chain brackets shall be welded to the pintle support structure as close to the frame width as possible. These brackets must be equal or greater than the pintle hook maximum gross trailer weight rating.	YES <input type="checkbox"/> NO <input type="checkbox"/> Specify:
Manuals	Parts, repair, electrical and hydraulic manuals	YES <input type="checkbox"/> NO <input type="checkbox"/>

	specific to this unit shall be supplied for all installed equipment.	Specify:	
NSM	A valid National Safety Mark conforming to CMVSR regulations shall be affixed to the inside door post, driver's side.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Warranty	All equipment supplied and mounted shall be guaranteed against defective material and workmanship for a period of one year from in-service date.	Specify:	

Specify:

YES

NO

Specify:

YES

NO

Specify:

Appendix B

Descriptions and Alternatives

1. The specifications contained herein describe the requirements in specific detail even to the extent that specific product, brand, make or manufacturer may be stated. The purpose of the specification is to establish a minimum acceptable quality standard of product function or design and Proponents must respond accordingly and propose equipment and products that meet or exceed the minimum specification.
2. The name of any manufacturer, trade name or catalogue number indicated in this Proposal, unless specifically noted as “NO SUBSTITUTE”, is for the sole purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Proposals will be considered for any brand, make or manufacturer which meets or exceeds the quality of specification listed for the respective item.
3. Some variations from this specification may be accepted provided these variations will not adversely affect the performance of the equipment or product. Any variances to the specification must be stated in writing and shall be reviewed by the Township to determine acceptability. The determination of acceptability shall be in the sole discretion of the Township.
4. Where these specifications list only the major significant details of the equipment or product required, it is the Proponent’s responsibility to provide the product fully equipped for its intended use, with compatible components to provide dependable and efficient service and performance.
5. Where minimum or maximum requirements are specified within the various sections of the specification, the item(s) offered must be within these limits and, unless what is offered meets the intent of the item(s) in the specification, in the sole discretion of the Township, the Proposal will be rejected as non-compliant.
6. In the event the Proponent’s response on a specific item is not clear as to compliance with the specification, or is unanswered or unspecified, the Township may request clarification, and such clarification is to be confirmed in writing. Changes that affect the intent of the specifications or the Proposal price will not be acceptable.
7. Equipment shall be of proven performance. Satisfactory evidence may be requested that like product has been satisfactorily operated for not less than one year or one or more seasons as appropriate in an environment in other municipalities or locations with a similar environment to the Township of Minden Hills and under comparable operating conditions. Prototype equipment or products, or discontinued models will not be considered or accepted.

Appendix C

Submission Requirements

MANDATORY COMPLETION

All Proponents are required to successfully meet the mandatory requirements described in the following table and **submit with this Proposal**, proof of meeting these requirements. Failure to meet the requirements under this Appendices will constitute in an automatic rejection.

Specification	Mandatory/ Optional/NA	Proponent's Compliance (see also WSIB & Insurance Acknowledgement below)
1 WSIB Account #: _____ OR Check here if exempt from WSIB coverage as described in Section 1.16 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2 Insurance requirements as described in section 1.17 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
3 Product/Workmanship Warranty as described in section 2.5 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
4 Site Visit as described in section 3.7 of this RFT document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
5 One (1) additional hardcopy of the completed Proposal document submitted. (NOTE - One (1) hardcopy is mandatory).	Preferred	Yes <input type="checkbox"/> No <input type="checkbox"/>

WSIB and Insurance Acknowledgement

By signing below, I _____, acknowledge that
Name of individual

_____ has the ability to provide the requested WSIB, or of
Name of company

exemption from coverage, and Insurance certificate(s) in accordance with this Proposal document.

 Signature

 Date

Appendix D

Declaration Form

****MANDATORY COMPLETION****

For the provision of:	One (1) New 2019/2020 Tandem Axle Cab and Chassis with Spreader Dump Body and Snow Plow Equipment			
As supplied by:	_____			
	Firm Name			

	Mailing Address	City	Prov.	Postal Code

To:	Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0			
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The Proponent Declares:

1. No person(s), firm or corporation, other than the Proponent, has any personal interest in this Proposal or in the award for which this Proposal is made;
2. No member of Council, no officer or employee of the Township is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, there from;
3. This Proposal submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Proposal submission for the same and is in all respects without collusion or fraud;
4. By signing this submission, I confirm I have read and understood the content and requirements of this Proposal document.

LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

Dated at _____ this _____ day of _____, 2019

PRINT NAME OF WITNESS

PRINT NAME OF PROPONENT

SIGNATURE OF WITNESS

SIGNATURE OF PROPONENT

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

Appendix E

Accessibility Regulations Acknowledgement

****MANDATORY COMPLETION****

Accessibility Training:

[The Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11](#) (AODA) and [Regulation 191/11 Integrated Accessibility Standards](#) (IAS), requires anyone who provides goods, services or facilities on behalf of the Township to receive training on these standards and on the [Human Rights Code](#) as they pertain to persons with disabilities.

An online [Serve-Ability](#) e-course is available for free and includes the Province's IAS training. It is the responsibility of the Contractor to ensure they have read and understand the Act, Regulations and training in regards to persons with disabilities.

Web links for information and training purposes are provided below:

AODA - <https://www.ontario.ca/laws/statute/05a11>

IAS - <https://www.ontario.ca/laws/regulation/110191>

Human Rights Code - <https://www.ontario.ca/laws/statute/90h19?search=e+laws>

Serve-Ability - https://www.ocapdd.on.ca/Forms/Volunteer/SAE/HTML_Eng/index.html

AccessON - <https://accessontario.com/>

Training Records:

Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Township and/or the Province upon request.

Accessible Procurement:

Under the general requirement of the IASR, the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self-service kiosks or facilities, including written materials, web content and the delivery of programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

More information on these subjects can be found on our municipal website at www.mindenhills.ca, the [Regulation 191/11 Integrated Accessibility Standards](#), Accessibility Ontario website at [AccessON](#), and available from the Ministry of Economic Development, Employment & Infrastructure's website, the link is provided below: (<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/ado.aspx>).

If you have questions please do not hesitate to contact your Contracting Authority.

Acknowledgement

I _____, confirm that:

- I have read, and understand my responsibilities, and meet the requirements under the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11 (AODA)* and *Regulation 191/11 Integrated Accessibility Standards* as outlined in the Proposal document and this appendix;
- I have completed the on-line Serve-Ability e-course as provided in this appendix.
- All required training information will be provided to the Township if requested.

Signature

Date

Appendix F
Health & Safety Declaration Form

****MANDATORY COMPLETION****

All work performed under this Contract must be carried out in accordance with the terms and conditions of the *Occupational Health & Safety Act, R.S.O. 1990*, as amended and any other applicable legislation.

Failure to comply with Safety Regulations, as set out above and in section 1.15 of this document, may result in the immediate cancellation of this contract.

I acknowledge that I understand my responsibilities under the *Occupational Health & Safety Act, R.S.O. 1990*, as amended, and agree that all workers under my employment will comply with this Act and all other applicable regulations.

Date

Proponent (please print)

Signature (Authorized Agent)

Company Name

Appendix G

Smoke Free Ontario Act Contractor Acknowledgement Form

****MANDATORY COMPLETION****

On behalf of _____ (name of Contractor) and its employees, I hereby understand that the Smoke-Free Ontario Act prohibits smoking in any enclosed workplaces and any enclosed public places in Ontario in order to protect workers and the public from the hazards of second-hand smoke.

I understand that smoking is prohibited inside any enclosed area in this premise and/or any workplace vehicles.

During the duration of the contract, including any related amendments and/or extensions, Contractors, and their employees, shall adhere to the Smoke Free Ontario Act, 2017 and all other applicable legislation and/or regulations or requirements, in regards to cigarette, e cigarette and cannabis use.

Date

Proponent (please print)

Signature (Authorized Agent)

Company Name

Appendix H

Pricing

****MANDATORY COMPLETION****

Pricing For One (1) New 2019-2020 Tandem Axle Cab & Chassis with Spreader Dump Body and Snow Plow Equipment	
Section	Price
Cab and Chassis as specified	
Spreader Dump Body and Snow Plow Equipment	
Sub-total	
HST	
Total	
Pricing For Provisional Attachments	
Section	Price Excluding HST
Groenveld Single Line Auto Greasing System on Truck and Plow Equipment	

*Plates and MTO Licensing will be paid separately and the cost shall not be included in the proposal.

Proponent: _____

Delivery Lead Time: _____ Days

Appendix I

Guarantee of Performance/Cancellation of Contract

****MANDATORY COMPLETION****

The Contractor guarantees that all Work will be carried out as specified in the Proposal, and that the Contractor will, at the Contractor's own expense, correct all deficiencies in a manner satisfactory to the Township, for which the Contractor is held responsible by the Township, and the decision of the Township in all such matters shall be final.

The Township may, without prejudice to any other remedy, correct the following:

- If the Contractor fails to perform the Work in accordance with its obligations under the Contract.
- If there exists unsatisfied claims for damages caused by the Contractor to anyone on the Site or in connection with the Work.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the Work is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix I – Guarantee of Performance/Cancellation of Contract.

Signature

Date

Appendix J

Agreement Acknowledgement

MANDATORY COMPLETION

In the event that the Township of Minden Hills wishes to enter into a Contract Agreement with the Successful Proponent for the provision of One (1) New 2019/2020 Tandem Axle Cab and Chassis with Spreader Dump Body and Snow Plow Equipment, upon final approval of Council, the following Proposal document items will form part of the agreement document:

Contract Term, Proposal document including all appendices, Scope of Work, Health and Safety, Workplace Safety Insurance Board (WSIB), Insurance Requirements, Cancellation of Contract, Limited Liabilities, Protection of Work & Property, Regulation Compliance and Legislation, Accessibility, Assignment of Contract, Cancellation of Contract, Contract Liquidated Damages, Terms of Payment, Warranty, Appendices A, B, C, D, E, F, G, H, I, J, K.

The Successful Proponent hereby acknowledges, by signing below, that any information included in the Proposal submission, including the Proposal document, Form of Proposal, Appendices and/or other submission requirements, will become public information and form part of the completed Contract Agreement. The Township encourages the use of business/professional information only in all Proposal submissions. It is acknowledged that the agreement will be reviewed and agreed upon by both parties prior to signing.

In the event that a Contract Agreement is not required and your Proposal is accepted by Council and confirmed by a letter from the Township, the Proposal and the acceptance by Council shall constitute a binding contract between the Proponent and the Township, and the Successful Proponent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the Proposal documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Proponent.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix J – Agreement Acknowledgement.

Signature

Date

Appendix K
Delivery Notice

****MANDATORY COMPLETION****

Complete and affix this delivery notice to your Proposal submission envelope.

<p>RFT No. EPO 18-06</p> <p>One (1) New 2019/2020 Tandem Axle Cab and Chassis with Spreader Dump Body and Snow Plow Equipment</p>
<p>Deliver To: Township of Minden Hills 7 Milne Street, P.O. Box 359 Minden, ON K0M 2K0 Attention: Shannon Prentice</p>
<p>Proponent's Company Name: _____</p>
<p>Received By: _____ at the Municipal Office, On the _____ day of _____, 2019 at _____ am/pm</p>
<p>From: _____ (Name of Person or Organization Delivering Documents)</p>
<p>Proponent's Contact information for communique from the Township:</p> <p>Contact Individual: _____</p> <p>Contact e-mail: _____</p> <p>Contact phone: _____</p>
<p>THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE SEALED SUBMISSION</p>