



REQUEST FOR TENDER
for the provision of service for the

**Supply & Delivery of One (1) 2017/2018 4x4
¾ Tonne Extended Cab Truck**

Tender Information No. EPO 17-01

Issue Date: March 23, 2017

Site Visit: Optional, by appointment

Closing Date: May 9, 2017 @ 12:00 noon local time

Opening Date: May 9, 2017 @ 1:00 pm, Minden Hills Boardroom

Address: Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0

Attention: Ivan Ingram, Environmental and Property Operations
Manager

**Last Day for
Inquiries:** May 4, 2017

Bidder Information

Name/Company: _____

Address: _____

**LATE TENDERS WILL NOT BE ACCEPTED.
THE LOWEST OR ANY TENDER MAY NOT NECESSARILY BE ACCEPTED.**

TABLE OF CONTENTS

SECTION 1 - GENERAL CONDITIONS 4

- 1.1 Tender Handling
- 1.2 Tender Submission Mandatory Requirements
- 1.3 Definitions
- 1.4 Tender Closing
- 1.5 Tender Opening
- 1.6 Withdrawal or Alteration of Tenders
- 1.7 Examination of Tender Documents
- 1.8 Omissions, Discrepancies and Interpretations
- 1.9 Addenda
- 1.10 Acceptance or Rejection of Tender
- 1.11 Tender Award Procedures
- 1.12 Indemnification
- 1.13 Ability and Experience of Bidder
- 1.14 Variation of Quantities
- 1.15 Occupational Health & Safety
- 1.16 Workplace Safety Insurance Board (WSIB)
- 1.17 Insurance Requirements
- 1.18 Limited Liabilities
- 1.19 Bidder Expense
- 1.20 Protection of Work & Property
- 1.21 Regulation Compliance and Legislation
- 1.22 Accessibility
- 1.23 Agreement
- 1.24 Assignment of Contract
- 1.25 Cancellation of Contract
- 1.26 Governing Laws
- 1.27 Freedom of Information
- 1.28 Tender Package Submissions Information Release to Other Bidders

SECTION 2 - SPECIFIC CONDITIONS 13

- 2.1 Award
- 2.2 Multiple Submissions
- 2.3 Delivery & Execution of Work
- 2.4 Manufacturer's Specifications
- 2.5 Warranty
- 2.6 Equivalent
- 2.7 Harmonized Sales Tax (HST)
- 2.8 Terms of Payment
- 2.9 Tender Selection
- 2.10 Inquiries

SECTION 3 – TENDER SPECIFICATION 15

- 3.1 Overview
- 3.2 Scope of Work

- 3.3 Bidder Responsibilities
- 3.4 Township Responsibilities
- 3.5 Trade-In Information
- 3.6 Site Visit
- 3.7 Pricing Requirements
- 3.8 General Instructions

MANDATORY APPENDICES

APPENDIX A
Detailed Criteria19

APPENDIX B
Experience, References & Contingencies24

APPENDIX C
Suppliers & Subcontractors25

APPENDIX D
Bidder Information26

APPENDIX E
Declaration & Addenda Form27

APPENDIX F
Accessibility Regulations for Contracted Services28

APPENDIX G
Price, Detail & Warranty Schedule30

APPENDIX H
Guarantee of Performance/Cancellation31

APPENDIX I
Trade-in32

APPENDIX J
Delivery Notice33

1.0 GENERAL CONDITIONS

1.1 Tender Handling

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

1.2 Tender Submission Mandatory Requirements

All Tenders 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 tendered according to instructions contained within the Tender Documents.

Appendix A- Detailed Criteria

Appendix B- Experience, References & Contingencies

Appendix C- Suppliers & Subcontractors

Appendix D- Bidder Information

Appendix E- Declaration & Addenda

Appendix F - Accessibility Regulations for Contracted Services

Appendix G- Price, Detail & Warranty Schedule

Appendix H- Guarantee of Performance/Cancellation Acknowledgement

Appendix I- Trade-in

Appendix J - Delivery Notice

Tenders must be submitted in a sealed envelope with Appendix J - Delivery Notice, completed and affixed to the outside. Tenders 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 or electronically as specified in the Tender Document.

Bids received after the official closing time will not be considered during the selection process.

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

It is the responsibility of the Bidder 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.

Tenders 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.

1.3 Definitions

“**Bidder/Contractor**” Refers to any eligible entity providing a Tender.

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

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

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

1.4 Tender Closing

Tenders must be received by the Township of Minden Hills on/before **12:00 noon local time on May 9, 2017**.

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 Tender shall become due on the next business day at 11:00 am, local time, after the original closing date and time.

A Tender received prior to suspension of services (closing of the office) may be withdrawn and replaced by a new Tender 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 Tender Opening

A public opening will be held in the Township Administration Office at 7 Milne Street in Minden, 2nd floor boardroom on **May 9, 2017 at 1:00 pm**. The Successful Bidder will be notified when Council considers the Tender results at their Regular Council meeting scheduled for **June 29, 2017** or within 3 business days from receiving council approval, whichever is shortest.

1.6 Withdrawal or Alteration of Tenders

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

A Bidder may withdraw or alter the Tender at any time up to the specified time and date for Tender closing by submitting a letter bearing the Bidder's signature to the authorized representative who will mark thereon the time and date of receipt and will place the letter in the Tender box. The Bidder'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.

Tenders withdrawn under this procedure cannot be reinstated.

1.7 Examination of Tender Documents

Each Bidder must satisfy himself/herself by a personal study of the Tender 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 Tenders, that there is a misunderstanding with respect to the conditions imposed by this request for Tender.

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

1.8 Omissions, Discrepancies and Interpretations

Should a Bidder find omissions from or discrepancies in any of the Tender Documents, or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder 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 Tender Documents.

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

1.9 Addenda

If required by the Township, addenda will be distributed to all bidders registered as a document taker for this bid. Addenda will be distributed using the latest contact information as provided by the Bidder. It is the Bidder's responsibility to notify the Township of any changes to their contact information. If the Tender was acquired via the Township website it is the Bidder's responsibility to check the Township website at www.mindenhills.ca for addenda. It is the Bidder's ultimate responsibility to ensure all addenda have been received.

Bidders are required to acknowledge receipt of addenda on Appendix E - Declaration & Addenda Form.

1.10 Acceptance or Rejection of Tender

1.10.1 The Township reserves the right to reject any or all Tenders 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 Tender:

- a) When only one (1) Tender has been received as result of the Tender call;
- b) Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods/services;
- c) When all Tenders received fail to comply with the specifications or Tender terms and conditions;
- d) Where a change in the scope of work or specifications is required the lowest

or any Tender will not necessarily be accepted. The acceptance of a Tender will be contingent upon an acceptable record of ability, experience and previous performance.

- 1.10.2 The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or the non-acceptance by the Township of any Tender or by reason of any delay in the acceptance of a Tender except as provided in the Tender document.
- 1.10.3 Each Tender shall be open for acceptance by the Township for a period of **sixty (60)** calendar days following the date of closing.
- 1.10.4 Where the Tender document does not state a definite delivery/work schedule and a submitted Tender is based on an unreasonable delivery/work schedule, the Tender may be rejected.

1.11 Tender Award Procedures

Unless stated otherwise the following procedures will apply:

The Township will notify the Successful Bidder that their Tender has been accepted, within **sixty (60)** calendar days of the Tender closing or within **3 business days** from receiving council approval, whoever is shortest.

Notice of acceptance of Tender will be by telephone, email and/or by written notice. Bidder shall confirm acknowledgement of awarded Tender notice.

Immediately after acceptance of the Tender by the Township, the Successful Bidder 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 Bidder.

1.12 Indemnification

The successful Respondent 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 Bidders' 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 Bidder, its agents, officials and employees.

1.13 Ability and Experience of Bidder

It is not the purpose of the Township of Minden Hills to award this contract to any Bidder 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 Tender.

The following criteria will be utilized by the Township, through references provided in Appendix B – Experience, References & Contingencies, to determine whether a Bidder is qualified to undertake the award;

- The Bidder's ability and agreement to supply the goods/services.
- The Bidder's ability to work effectively with the Townships' staff and other representatives.
- The Bidder'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 Bidder 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 Tender.

1.15 Occupational Health & Safety

The Successful Bidder 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 Bidders (and sub-selected Bidders) engaged by or on behalf of the Corporation of the Owner:

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

- a. Selected Bidders 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 Bidder 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 Bidder agrees to assume full responsibility for the enforcement of same.
- c. The selected Bidder 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 Bidder 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 Bidder 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 Bidders 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 Bidder acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Bidder or any of its sub-selected Bidders may invalidate the contract.
- h. The selected Bidder 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 Bidder or any of its sub-selected Bidders will entitle the Owner to set off the damages so assessed against any monies that the Owner may from time to time owe the bidder under this contract or any other contract whatsoever.
- i. The selected Bidder 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 Bidder shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The selected Bidder shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- l. The selected Bidder shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The selected Bidder 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 Bidders 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 Bidder 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 Bidders must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage as per the *Workplace Safety and Insurance Board* on Appendix A – Detailed Criteria.

The Successful Bidder shall provide proof of coverage and shall maintain this coverage throughout the length of the contract. If exempt from coverage, proof of exemption, in the form of a letter from WBIS indicating that you do not require coverage, must be provided to the Township within ten (10) business days of being awarded the contract, or prior to commencement of the contract, whichever is shortest.

WSIB coverage must remain in effect for the duration of the project as per the terms of this tender.

1.17 Insurance Requirements

Bidders will acknowledge their ability to provide *proof of insurance* in accordance with this tender document, identified in Appendix A – Detailed Criteria.

If requested by the Township, the Successful Bidder shall provide proof of insurance, in the form of a proof of insurance certificate, 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.

The certificate 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.

Insurance must remain in effect for duration of the project as per the terms of this Tender. It will be the responsibility of the Bidder to provide the Township with any

and all renewal certificates during this period.

1.18 Limited Liabilities

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

1.19 Bidder Expense

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

1.20 Protection of Work & Property

The Successful Bidder 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 Bidder shall make good any such damage or injury.

1.21 Regulation Compliance and Legislation

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

1.22 Accessibility

The Bidder, and any of its employees, must ensure that the goods/services provided are accessible to all potential users, including older people and people with disabilities. Where feasible, it should:

- Be technically accessible, in that it is possible for all users to access all information and functionality;
- Be equally usable, in that it is not prohibitively difficult or time consuming for users with disabilities to carry out normal tasks;
- Be capable of being adapted or configured by individual users to meet their specific needs and preferences;
- Be capable of interfacing with appropriate, widely available assistive technologies employed by users.

Refer to Appendix F - Accessibility Regulations for Contractors for information about accessibility principles and guidelines from the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*, Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR).

1.23 Agreement

The Township reserves the right to cancel the awarding of any Tender 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.

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

1.24 Assignment of Contract

The Successful Bidder 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.

1.25 Cancellation of Contract

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

Vehicle/Equipment Purchases:

Failure by the Successful Bidder to meet the specifications and/or the delivery date(s) of the vehicle/equipment as per the tender document, may at the Township's discretion, result in a termination of the Contract.

The Successful Bidder may request an extension, providing valid and reasonable claims for the request. Requests for an extension in delivery time shall be made in writing or by email to the Environmental & Property Operations Manager.

Failure to meet the extended delivery date as approved by the Township will result in the termination of the contract.

The Successful Bidder 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.

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

1.26 Governing Laws

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

1.27 Freedom of Information

Any personal information required on the Tender 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 Tender submission.

All written Tenders received by the Township become a public record once a Tender is deemed complete by the Township. All information contained in the Tender 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.

1.28 Tender Package Submissions Information Release to Other Bidders

The number of Tenders received and the names of the Bidders are confidential and shall not be divulged prior to the public Tender opening.

2.0 Specific Conditions

2.1 Award

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

2.2 Multiple Submissions

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

2.3 Delivery & Execution of Work

Bidders are advised of the delivery time on Appendix G – Price, Detail & Warranty Schedule, for the completed goods/services including all specified attachments.

Failure by the Successful Bidder to meet the delivery schedule may cause the Township additional expense, the cost of which may be deducted from the Successful Bidder's invoice for the completed goods/services.

Prior to delivery, the Successful Bidder shall coordinate a specific date, time and location with the Environmental and Property Operations Manager or designate(s).

It is the Bidders responsibility to ensure delivery to the agreed upon location.

The Successful Bidder is responsible for any inspections and/or permits required.

2.4 Manufacturer's Specifications

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

2.5 Warranty

The Tender submission shall include a brief summary covering materials and workmanship on Appendix G – Price, Detail & Warranty Schedule. Additional warranty and/or guarantee information may be included separately.

If the product needs to be returned to the supplier for warranty work, it will be at full cost to the Successful Bidder. Warranty work will be performed at the closest dealer.

2.6 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 – Detailed Criteria.

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

2.7 Harmonized Sales Tax (HST)

HST is applicable to the item(s) listed, however, is not to be included in the Tendered unit cost. Please tender all prices "HST Extra".

2.8 Terms of Payment

- 2.8.1 Payment will be made in response to the Successful Bidder's invoice to the Township. The Township will not pay in part or in full until the goods/services are received. Possession will not be taken until the unit(s) meet(s) all specifications and is approved by the Environmental and Property Operations Manager 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

2.9 Tender Selection

2.9.1 Evaluation Stages and Total Evaluation Points Available

The Township of Minden Hills will conduct the evaluation of Tenders in three (3) stages as follows:

Stage 1 – RFT Review (pass/fail)

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

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

Stage 2 – Rated Criteria (82 points)

Stage 2 will consist of a scoring by the review committee of each qualified Tender on the basis of the detailed criteria as specified in Appendix A – Detailed Criteria and follow up of the information provided in Appendix B – References & Contingencies.

The following is an overview of the categories and weightings for the Stage 2 Criteria of the RFT:

Criteria	Maximum Points
Ability to meet Detailed Criteria requirements (Appendix A)	52
Ability to meet WSIB, Warranty and Site Visit requirements (Appendix A)	5
Ability & Experience of Bidder (Appendix B)	25

Total Points	82
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At the end of this stage, the top 4 Respondents (where applicable) will be short-listed to move on to Stage 3.

Stage 3 – Evaluation and Pricing (20 points)

Stage 3 will consist of a scoring of the pricing submitted on Appendix G – Price, Delivery & Warranty Schedule. The evaluation of the price/cost shall be undertaken only after the first two (2) stages have been completed. Only those Bidders who move forward from Stage 2 will be scored here.

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

For example, if the lowest Tender price is \$120.00, that Bidder received 100% of the points (120/120 = 100%), or **20** points. A Bidder who Tenders \$150 receives 80% of the possible points (120/150 = 80%) or **16** points. A Bidder who Tenders \$240 receives 50% of the possible points (120/240 = 50%) or **10** points.

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

2.9.2 Total Evaluation Points Available

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

Criteria	Maximum Points
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 - Rated Criteria	82
Stage 3 - Pricing	20
Total	102

2.10 Inquiries

Inquiries concerning the Tender specifications general Tender process are to be directed to:

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

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

3.0 Tender Specifications

3.1 Overview

This specification covers the supply and delivery of one (1) 2017/2018 4x4 $\frac{3}{4}$ TONNE EXTENDED CAB TRUCK. The intended use of the vehicle will be for municipal road maintenance, patrolling and snow plowing. Only the major details of the vehicle(s) are listed. It is the supplier's responsibility to deliver one (1) fully equipped vehicle that provides dependable, efficient service. Where minimums are given, the unit must meet or exceed the capacity, size or performance specified. The vehicle shall comply with the specifications as per Appendix A – Detailed Criteria.

3.2 Scope of Work

The Successful Bidder shall enclose with their Tender, one (1) complete set of Factory Specifications for the vehicle so that the specifications in Appendix A – Detailed Criteria can be checked. No dealer decals shall be delivered on the vehicle(s).

3.3 Bidder Responsibilities

The Successful Bidder will provide ongoing regular maintenance and/or necessary repairs and servicing as required or as directed by the Environmental and Property Operations Manager or designate.

3.4 Township Responsibilities

Make available the trade-in vehicle in “as is” operating condition complete with ownership/registration upon delivery of the purchased vehicle.

3.5 Trade-in Information

The Township of Minden Hills is providing one (1) 2009 F250 4x4 Extended Cab Truck with 8' Western V-Plow, Serial Number 1FTSX21569EA51531 in trade. There are 125,613 km on the vehicle (refer to Appendix I – Trade-In for photo).

Please include the value of the trade-in in the submitted price on Appendix G – Price, Delivery & Warranty Schedule. The Township reserves the right to exclude any and all trade-ins upon final execution of the purchase.

3.6 Site Visit

Site visits to view the trade-in vehicle are optional. Please contact Ivan Ingram, Environmental and Property Operations Manager, at iingram@mindenhills.ca or at 705-286-1260 ext. 216 to make arrangements.

3.7 Pricing Requirements

The total purchase cost including trade-in value shall be submitted on the supplied Appendix G – Price, Detail & Warranty Schedule and shall include preparation, freight, delivery, labour, and equipment, materials, and travel fees.

The Township reserves the right to exclude any and all trade-ins upon final execution of the purchase.

3.8 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 Bidder's Compliance box.

You are not able to provide the item as specified - indicate **NO** in the Bidder'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 Bidder'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 Bidder's responsibility to deliver fully equipped items with compatible components to provide dependable efficient service.

APPENDIX "A"**Detailed Criteria******MANDATORY COMPLETION****

All Bidders are required to successfully meet the mandatory requirements described in the following table, to be used for evaluation purposes as per Section 2.9 of the Tender Document.

1 Points for each mandatory item for a total of 52 Points

Specification		Mandatory/ Optional	Alternative Permitted	Bidder's Compliance		Description of Alternative
Vehicle Weight						
1	G.V.W.R. shall be 4,309 kg minimum	Mandatory	No	Yes	No	
Engine						
2	Engine shall be 8 cylinder gasoline and have a displacement of 6.0 litres minimum	Mandatory	No	Yes	No	
Chassis						
3	Wheel base shall be 4,016 mm minimum	Mandatory	No	Yes	No	
4	Front and rear springs shall be heavy duty and capable of carrying snow removal equipment	Mandatory	No	Yes	No	
5	Front tow hooks and fog lights shall be supplied	Mandatory	No	Yes	No	
Power Plant Parts						
6	Alternator – 220 amp minimum	Mandatory	No	Yes	No	
7	Two (2) – Batteries – 720 CCA minimum, 12 volt	Mandatory	No	Yes	No	
8	Transmission – automatic with tow/haul mode with a "manual" select mode	Mandatory	No	Yes	No	
Axels						
9	Rear axle to be 4.10 or equivalent	Mandatory	Yes	Yes	No	
10	Rear axle to be electric locker	Mandatory	Yes	Yes	No	
Cab						
11	Best available standard bucket cloth seats	Mandatory	No	Yes	No	
12	Floor – Vinyl Covered	Mandatory	Yes	Yes	No	
13	Windshield wipers – dual, intermittent wipe	Mandatory	Yes	Yes	No	

14	Mirrors – one (1) inside and two (2) towing outside, remote and electrically defrosted	Mandatory	Yes	Yes	No	
15	Heavy Duty Heater and Defroster – high output fresh air type shall be supplied	Mandatory	No	Yes	No	
16	Tinted towing power side windows	Mandatory	Yes	Yes	No	
17	Seat belts – as required by the Highway Traffic Act	Mandatory	No	Yes	No	
18	Air Conditioning	Mandatory	No	Yes	No	
19	AC Power	Mandatory	No	Yes	No	
20	AM/FM clock radio will be supplied	Mandatory	Yes	Yes	No	
21	5" Wide Running Boards that run to the rear bumper of the vehicle	Mandatory	Yes	Yes	No	
22	Two (2) auxiliary doors to access rear seats shall be included	Mandatory	Yes	Yes	No	
23	All weather floor mats	Mandatory	Yes	Yes	No	
Suspension						
24	Heavy duty front Gas shock absorbers shall be supplied	Mandatory	No	Yes	No	
25	Heavy duty rear Gas shock absorbers shall be supplied	Mandatory	No	Yes	No	
Lights						
26	Shall conform to the Highway Traffic Act	Mandatory	No	Yes	No	
Brakes						
27	Service Brakes – power, self-adjusting, dual Hydraulic disk brakes	Mandatory	No	Yes	No	
28	Parking Break – mechanical	Mandatory	No	Yes	No	
Wheels and Tires						
29	Rear wheels shall be single	Mandatory	No	Yes	No	
30	Spare wheel and tire shall be supplied. All tires shall be All Terrain steel belted radials rated LT 265/75R-17 AT	Mandatory	No	Yes	No	

Other						
31	Anti-freeze shall be supplied good to minus 40 degrees Celsius	Mandatory	No	Yes	No	
32	Jack shall be supplied, 1,360 kg capacity minimum	Mandatory	No	Yes	No	
33	Block heater shall be installed	Mandatory	No	Yes	No	
34	Wheel wrench shall be installed	Mandatory	No	Yes	No	
35	Front tow hooks shall be installed	Mandatory	No	Yes	No	
36	Factory Towing Package shall be included, with wiring for lights extended to the rear bumper. Reese Titan Hitch, with appropriate draw bar and 2" ball installed	Mandatory	No	Yes	No	
37	Tail Gate to be installed	Mandatory	No	Yes	No	
38	Snow Plow Prep Package	Mandatory	No	Yes	No	
39	Four (4) Up-Fitter Switches	Mandatory	No	Yes	No	
40	Remote Start	Mandatory	No	Yes	No	
41	Splash Guard/Mud Flaps	Mandatory	Yes	Yes	No	
42	Wiring and Switch ready for Cab Mounted Lamp/Beacon	Mandatory	Yes	Yes	No	
43	Spray in Bed Liner	Mandatory	Yes	Yes	No	
44	Comments of past business relationships with Minden Hills (Use space below)	Mandatory	No	Yes	No	
45	Can you meet the August 1, 2017 delivery deadline	Mandatory	No	Yes	No	
46	No Dealer decals to be delivered with each vehicle as per Section 3.0.2 of the RFT.	Mandatory	No	Yes	No	
Paint						
47	Interior: manufacturers standard	Mandatory	Yes	Yes	No	
48	Exterior – Bright Red	Mandatory	No	Yes	No	

Body					
49	This shall be pick-up style, the platform shall include a 6 foot 5 inch box with fenders inside the body	Mandatory	No	Yes	No
Steering					
50	Power steering shall be supplied	Mandatory	No	Yes	No
Warranty					
51	Signed Warranty shall be supplied with the truck	Mandatory	No	Yes	No
Fuel Tank					
52	Minimum 100 litre	Mandatory	No	Yes	No

**APPENDIX “A” Continued
Detailed Criteria**

****MANDATORY COMPLETION****

All Bidders are required to successfully meet the mandatory requirements described in the following table, to be used for evaluation purposes as per Section 2.9 of the Tender Document.

.85 Points each for mandatory item and .75 Points for each preferred Item for a total of 5 Points

Specification		Mandatory/ Optional/NA	Bidder's Compliance		Comments
1	WSIB Account #: _____	Not Applicable	Yes	No	
2	Proof of Insurance as per section 1.17 of the RFT.	Not Applicable	Yes	No	
3	Site Visit as per section 3.6 of the RFT.	Optional	Yes	No	
4	One (1) additional hardcopy of the completed Tender document submitted. (NOTE - One (1) hardcopy is mandatory).	Preferred	Yes	No	
5	Product Warranty as per section 2.5 of the RFT.	Mandatory	Yes	No	
6	One (1) complete set of Factory Specifications provided for each vehicle as per Section 3.0.2 of the RFT.	Mandatory	Yes	No	
7	20,000 KM Service Cost	Mandatory	Yes	No	\$
8	50,000 KM Service Cost	Mandatory	Yes	No	\$
9	100,000 KM Service Cost	Mandatory	Yes	No	\$

APPENDIX "B"
Experience, References & Contingencies
****MANDATORY COMPLETION****

Three (3) references and a company summary **must** be provided in the table below for the purpose of assessing the Bidder's ability and experience.

A maximum of 25 Points may be awarded.

References	
1	<p>Reference No.1 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p> <hr/> <p>Reference No.2 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p> <hr/> <p>Reference No.3 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p>
Summary	
2	<p>Bidders shall also submit, with this document, a brief summary that outlines and defines their technical competence, proven performance, and availability of dedicated experienced personnel and business history with Minden Hills.</p>

APPENDIX "C"
Suppliers & Subcontractors
****MANDATORY COMPLETION****

Please provide information on the suppliers and/or subcontractors as it will apply to your tender submission. If there are none, please submit N/A.

Suppliers
Supplier No.1 Name: Contact Name & Title: Address: Phone No.: Nature of goods/services supplied:
Supplier No.2 Name: Contact Name & Title: Address: Phone No.: Nature of goods/services supplied:
Contractors
Subcontractors No. 1 Name: Contact Name & Title: Address: Phone No.: WSIB: Insurance: Nature of Work to be Subcontracted:
Subcontractors No. 2 Name: Contact Name & Title: Address: Phone No.: WSIB: Insurance: Nature of Work to be Subcontracted:

APPENDIX "D"

Bidder Information

****MANDATORY COMPLETION****

Information provided must be legible and made in a non-erasable medium.

1.	Bidder's Contact Individual	
2.	Office Phone #	
3.	Toll Free #	
4.	Cellular #	
5.	Fax #	
6.	E-mail address	
7.	Website	
8.	HST Account #	
9.	1 st Emergency Contact Name	
10.	1 st Emergency Contact Phone #	
11.	2 nd Emergency Contact Name	
12.	2 nd Emergency Contact Phone #	

APPENDIX "E"
Declaration & Addenda Form
****MANDATORY COMPLETION****

For the provision of:	Supply & Delivery of One (1) 2017/2018 4x4 ¾ Tonne Extended Cab Truck			
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 Bidder Declares:

1. No person(s), firm or corporation, other than the Bidder, has any personal interest in this Tender or in the award for which this Tender 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 Tender submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Tender 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 Tender document.

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addenda:

ADDENDUM #	DATE RECEIVED
Check here if NO Addenda received	Check here if website (www.mindenhills.ca) was checked for Addenda

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

Dated at _____ this _____ day of _____, 2017

 PRINT NAME OF WITNESS

 PRINT NAME OF BIDDER

 SIGNATURE OF WITNESS

 SIGNATURE OF BIDDER

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 “F”
Accessibility Regulations for Contracted Services
****MANDATORY COMPLETION****

In accordance with *Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6*, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services
4. What to do if a person with a particular type of disability is having difficulty accessing the provider’s goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of Township of Minden Hills must meet the requirements of Ontario Regulation 429/07 with regard to training.

Accessibility Training:

[The Accessibility for Ontarians with Disabilities Act, 2005 \(AODA\)](#) [Accessibility Standard for Customer Service \(ASCS\)](#) and the [Integrated Accessibility Standards Regulation \(IASR\)](#) requires all contractors and their employees who provide 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.

The online [Serve-Ability \(http://curriculum.org/sae-en/\)](http://curriculum.org/sae-en/) e-course includes the Province’s ACSC and IASR training. It is easily available to contractors for free.

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 website at www.mindenhills.ca and can also be found from the Accessibility Standard for Customer Service and Integrated Accessibility Standards Regulation, through [AccessON](http://www.accesson.ca), and available from the Ministry of Economic Development, Employment & Infrastructure's website – link 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, understand and meet the requirements outlined in Appendix F - Accessibility Regulations for Contracted Services and the on-line Serve-Ability e-course.

I further agree that all required training information will be provided to the Township if requested.

Signature

Date

APPENDIX "G"

Price, Delivery & Warranty Schedule

****MANDATORY COMPLETION****

1) Details of Goods/Services to be provided:	
Tender No. EPO 17-01: Supply & Delivery of One (1) 2017/2018 4x4 ¾ Tonne Extended Cab Truck	
Lead time - Date(s) of Execution of Goods/Services: Vehicle to be delivered no later than August 1, 2017	
2) Vehicle Pricing:	
Cost for One (1) 2017/2018 ¾ Tonne 4x4 Pick-up as specified herein	\$
Less Trade-in of One (1) 2009 Ford F250 4x4 Pick-up Truck	\$-
Vehicle Subtotal	\$
H.S.T.	\$
TOTAL COST	\$
4) Warranty Details:	
Provide a brief statement of term and coverage for manufacturer's warranty if applicable. Additional material may be submitted separately.	

Bidder: _____

Date: _____

Signature: _____

APPENDIX "H"
Guarantee of Performance/Cancellation of Contract
****MANDATORY COMPLETION****

Vehicle/Equipment Purchases:

Failure by the Successful Bidder to meet the specifications and/or the delivery date(s) of the vehicle/equipment as per the tender document, may at the Township's discretion, result in a termination of the Contract.

The Successful Bidder may request an extension, providing valid and reasonable claims for the request. Requests for an extension in delivery time shall be made in writing or by email to the Environmental & Property Operations Manager.

Failure to meet the extended delivery date as approved by the Township will result in the termination of the contract.

The Successful Bidder 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.

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

Acknowledgement

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

Signature

Date

APPENDIX "I"
Trade-In



APPENDIX "J"

Delivery Notice

****MANDATORY COMPLETION****

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

**RFT No. EPO 17-01 Supply & Delivery of
One (1) 2017/2018 4x4 ¾ Tonne Extended Cab Truck**

Deliver To:

Township of Minden Hills
7 Milne Street, P.O. Box 359
Minden, ON
K0M 2K0

Attention: Shannon Prentice

Bidder's Company Name:

Received By: _____ at the Municipal Office,

On the _____ day of _____, 2017 at _____ am/pm

From: _____
(Name of Person or Organization Delivering Documents)

**THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE
SEALED SUBMISSION**