



Request for Tender: Tender No. MH-FIRE-2024-002

Supply and Install of Emergency Lighting and Accessories on Fire Department Command Truck for the Township of Minden Hills

Tender documents distributed and received by:

Sherry Mulholland – Acting Treasurer

This RFT is advertised on the Township of Minden Hills website.

To receive the RFT document by email, forward your request to smulholland@mindenhills.ca

Questions Deadline: 12 noon Local Time, Wednesday, July 10th, 2024

Tenders must be signed and in a format which shall be clearly marked with the Request for Tender name and number. Tenders must be received by The Township of Minden Hills before **12 noon Local Time on Monday, July 19th, 2024.**

Tenders will be opened publicly at 1:30 pm on the date of the tender closing following at:

Township of Minden Hills

Council Chambers

7 Milne Street

Minden, Ontario K0M 2K0

The Corporation of the Township of Minden Hills (the “Owner”) reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this request for Bids at any time.

All purchases made by the Owner are done in accordance with its Procurement Policy, which covers the acquisition of all goods and services.

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Part 1: Purpose of Procurement

Supply and Install of Emergency Lighting and Accessories on Fire Department Command Truck for the Township of Minden Hills

1.1 Scope of Work

Supply and Install of Emergency Lighting and Accessories on one Fire Department Command Truck for the Township of Minden Hills

1.2 Delivery

Prices quoted are to be Free on Board (F.O.B.) to the locations specified below.

The Customer will deliver the vehicle and pick up the completed product to:

Part 2: Definitions

Agreement: means the legal document submitted by the Bidder in their Bid I that binds the Bidder and Owner, subject to the provisions of the Contract.

Award: is the notification to a Successful Bidder of acceptance of a Bid which brings a Contract into existence.

Bid: means an offer or submission from a Bidder in the form of a Quotation, Tender, or Proposal, submitted in response to a solicitation from the Owner.

Bidder(s): means an entity that submits a Bid in response to this RFT and, as context may suggest refers to a potential Bidder.

Bid Protest: means a formal complaint made against the methods employed or decisions made by an Owner during the process of awarding a Contract.

Conflict of Interest: Is defined as the situation or circumstance, real, or perceived, which could give a Bidder an unfair advantage during a procurement process or compromise the ability of a Bidder to perform its obligations under the Contract.

Contract: means a binding agreement for the purchase or disposal of good and/or services. A Contract may be a fully executed legal agreement, in a form satisfactory to the Owner, and a Purchase Order issued for the Bid Request of the Owner.

Contract Administrator: Municipal representative responsible for monitoring the progress of the Contract and ensures it is executed to completion.

Supplier: means the Bidder that is successful in this RFT and that enters into the Contract with the Owner.

County: means The Corporation of the County of Haliburton.

Days: means calendar days.

General Conditions: Wherever a reference is made to the General Conditions, it shall be interpreted as meaning the OPS General Conditions of Contract, November 2018. The OPS General Conditions and Supplementary General Conditions have not been reproduced as part of this document. It will be the Supplier's responsibility to obtain current copies of the General Conditions and Supplementary General Conditions.

Lowest Compliant Bid: means the lowest price submitted (excluding HST) which meets the requirements and specifications as set out in the Bid request.

Member Municipality: means one or more of the following municipalities: Municipality of Dysart et al, Municipality of Highlands East, Township of Algonquin Highlands, Township of Minden Hills.

Owner: Means the Township of Minden Hills.

Successful Bidder: means a Bidder whose Tender meets the prescribed requirements and has been identified as the Lowest Compliant Bidder in accordance with the procurement process.

Submission Deadline: means the closing date and time of the Request for Tender period. No Tenders will be accepted after the closing date and time.

Tender(s): means all of the documentation and information submitted by a Bidder in response to the RFT.

Total Tender Price: The Tender price excluding HST that will be evaluated for Award.

Tender-MH-FIRE-2024-002

Township: The Township of Minden Hills.

Request for Tender (RFT): means this Request for Tender issued by the Owner, and all addenda thereto.

Part 3: Instructions for Bidders

3.1 Tender Timeline

Date Issued	Monday, June 24, 2024
Deadline for Questions	Wednesday, July 10, 2024 at 12 noon
Submission Deadline	Monday, July 15, 2024 at 12 noon

This timeline is tentative and may be changed by the Owner at any time without liability, cost, or penalty.

3.2 Interpretation

In this document “**Request for Tender Documents**” shall include this Request for Tender, All Addenda, and any other documents listed in this Request for Tender.

- The Township of Minden Hills may hereinafter be referred to as the **Owner**.
- An individual or company submitting a Bid for this Request for Tender may hereinafter be referred to as the **Bidder**.
- The Successful Bidder who executes a Contract with the Owner may hereinafter be referred to as the **Supplier**.

The following terminology applies in the RFT:

The term “**should**” relates to a requirement which the Owner would like the Bidder to address in its Bid.

The terms “**will**”, “**must**”, or “**shall**” describe a procedure that is intended to be followed as a mandatory requirement. Bids that do not fulfill all mandatory requirements will be rejected as non-compliant.

3.3 Completion of the Bidder’s Tender

Bidders must courier or deliver their Tender by hand to the Township of Minden Hills Administration Office. Tenders must be received by the Owner by **12 noon on Monday, July 15th, 2024**.

Include the Tender name and number, and the Bidder’s return mailing address on the outside of the sealed Tender package.

The sealed Tender must include one original copy of the Tender. The address is as follows:

Township of Minden Hills
Sherry Mulholland – Acting Treasurer
7 Milne Street, Minden, ON, K0M 2K0
Phone (705) 286-1260 ex 501, email: smulholland@mindenhills.ca

Note: Courier service to this area is not “same day” or “guaranteed” for a specific time of day. The Bidder is solely responsible for ensuring their Tender is received on time at the Township of Minden Administration Office. Tenders delivered after the submission deadline will not be opened and will be returned to the Bidder. Local time is according to the time clock located in the Owner’s offices, which will be deemed to be taken as conclusive.

Tenders will be opened, read, and recorded by the Owner at 1:30 p.m. following the Submission Deadline.

All entries in the Tender shall be in English, clear, legible, and in ink. All items shall be proposed according to any instructions in the Request for Tender Documents, and with entries made from unit price, lump sum, extensions, and totals as appropriate.

The Owner reserves the right to reject any or all Tenders or to accept any Tender should it be deemed in its best interest to do so. Tenders which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, erasure, alterations (unless properly and clearly made and initialed by the Bidder’s signing officer) or irregularities of any kind, may be rejected as informal.

The Bidder or an authorized designate must sign the Form of Tender document in the spaces provided. If a joint Tender is submitted, it must be signed and sealed separately on behalf of each Bidder.

3.4 Mandatory Submission Requirements

Mandatory Submission Requirements will be reviewed by the Owner’s opening committee following the Submission Deadline. Tender’s missing any of the Mandatory Submission Requirements listed below will be rejected for noncompliance and will not be considered for Award.

- Part 6: Form of Tender
 - signed and dated by the firm’s representative with the authority to bind the corporation
 - Form of Tender: Specifications and Pricing
- All pages of each addendum submitted and acknowledged by the Bidder with their signature.

3.5 Alteration or Withdrawal of Tenders

An alternate Tender submitted at any time up to the Submission Deadline shall supersede and invalidate all Tenders previously submitted by the Bidder for this RFT.

Bidders may withdraw a submitted Tender at any time until the Submission Deadline. To withdraw a Tender prior to the Submission Deadline, notify the Owner of a submission withdrawal by submitting a letter by hand or by courier bearing the Bidder’s signature to the office of the Finance Department and to the attention of the RFT Contact.

The withdrawal of a Tender prior to the Submission Deadline does not disqualify a Bidder from submitting another Tender for the same RFT.

3.6 Unbalanced Tenders and Discrepancies

Tenders that contain prices that appear to be so unbalanced that they adversely affect the interests of the Owner, may be rejected.

Wherever the amount Tendered for an item does not agree with the extension of the Tender quantity then the Tendered unit price shall govern. The corrected **Total Tender Price** for a payment item will use the respective unit price.

The Owner may correct any mathematical discrepancies in confirming the correct **Total Tender Price**. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the **Total Tender Price** shall be corrected accordingly.

3.7 Inquires & RFT Contact

Any questions related to this RFT must be directed to:

Township of Minden Hills

Sherry Mulholland – Acting Treasurer

7 Milne Street, Minden, ON, K0M 2K0

Phone (705) 286-1260 ex 501, email: smulholland@mindenhills.ca

Bidders and their representatives are not permitted to contact any other employees, officers, agents, elected officials, or other representatives of the Owner, other than the RFT Contact listed above, concerning matters regarding the RFT.

No oral interpretation shall be effective to modify any of the provisions of the Request for Tender Documents. All requests for interpretation shall be made in writing to the RFT Contact.

Should a Bidder find discrepancies in, or omissions from the Documents, the Bidder shall immediately notify the RFT Contact who may send a written instruction to all Bidders by way of Addenda.

3.8 Contract Award Procedures

The Award of this Contract is subject to the approval authority as defined by the Owner's Procurement Policy.

The RFT Contact shall notify the Successful Bidder within 90 days of the Submission Deadline of the acceptance.

Notice of acceptance of the Tender will be by email.

3.9 Pre-Conditions of Award

The successful Bidder shall deliver by email, by hand, or by mail within fourteen (14) calendar days of receiving written notice, the following documents to the RFT Contact.

- A certified copy of the firms **Commercial General Liability** insurance. (See section 4.11 for complete detail)
- Original copies of the Contract, executed by the Supplier

3.10 Payment Terms

Payment will be made in response to the Supplier's invoice. This payment will be made upon completion of the work as tendered and is to the satisfaction of the Owner.

Part 4: Terms and Conditions

4.1 Contract & Agreement

It is expected that the Lowest Compliant Bidder, if any, will be invited to sign a comprehensive Contract (the “**Contract**”) setting out the terms and conditions that will apply to the work.

The Agreement set out in this Request for Tender is the form that the Owner intends to use as the basis for the final Contract with the Successful Bidder. The Request for Tender Documents, and the signed and submitted Tender form the Agreement.

If a Bidder objects to any aspect of the Agreement, the Bidder is strongly encouraged to raise issues or propose changes to the Agreement during the submission of questions process as per the Bidder Questions section.

4.2 Acceptance of Tender

Tenders shall be irrevocable and valid for acceptance by the Owner for a period of ninety (90) days after the Tender Submission Deadline.

4.3 Award

It is the intention of the Owner to Award to the Lowest Compliant Bidder, excluding HST

The Owner reserves the right to Award by item, or part thereof, groups of items, or parts thereof, or all items of the Tender, and to Award Contracts to one or more Bidders.

The Owner’s Procurement Policy and procedures will apply for the issuing, receiving, opening, and evaluation of Bids with respect to this RFT.

The Owner reserves the right to not Award to the Lowest Compliant Bidder or any Bidder if it is determined that the cost of completing the work exceeds budgetary constraints.

Quantities shown in this document are approximate only and shall be used as a basis for calculation upon which the Award will be made. These quantities are not guaranteed to be accurate and are furnished without liability on behalf of the Owner.

All Tenders are prepared at the sole risk and cost to the Bidder. No payments shall be made to any Bidder regarding the preparation and submission of Tenders.

The Bidder will receive a notice of Award by email. That notice constitutes the Owner acceptance of the Successful Bidders Tender. The Contract between the Owner and the Successful Bidder shall be executed within 14 days of the Successful Bidder receiving notice of Award.

Notwithstanding and without restricting the generality of the statements above, the Owner shall not be required to Award or accept a Tender and may choose to either cancel the Request for Tenders or recall the Request for Tender at a later date if:

- Only one Bid has been received as the result of a request for Tender or,
- The Lowest Compliant Bid exceeds the available project budget for the supplies or services or,
- A change in the scope of work or specifications is required.

4.4 Conflict of Interest

For the purposes of this RFT, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- i) in relation to the RFT process, the Bidder has an unfair advantage or engages in conduct, directly, or indirectly, that may give it an unfair advantage, including but not limited to
 - Having, or having access to, confidential information in the preparation of its response that is not available to other Bidders;
 - Communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process); or
 - Engaging in conduct those compromises, or could be seen to compromise, the integrity of the open and competitive RFT process or render that process non-competitive or unfair; or
- ii) in relation to the performance of its contractual obligations under a Contract for the work, the Bidders other commitments, relationships, or financial interests
 - Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its Contractual obligations.

4.5 Disqualification for Conflict of Interest

The Owner may disqualify a Bidder for any conduct, situation, or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in this section.

4.6 Bidder Questions

The Owner will use the following process regarding any Bidder question or other request for clarification regarding any aspect of the RFT:

- Bidders must submit requests for clarification or questions to the RFT Contact.
- In the communication with the RFT Contact, reference a specific section or page number of this RFT.
- Requests for clarification and questions must be submitted prior to **12 noon on Wednesday, July 10th, 2024**, the Question Deadline. Questions and inquiries submitted after the Questions Deadline will not be addressed.

4.7 Response to Questions

The Owner will make reasonable efforts to provide Bidders with written responses to questions that are submitted in accordance with section 4.6, subject to the provisions of this section.

Questions and answers will be distributed in numbered addenda to Bidders. In answering a Bidders question(s) in any addenda, the Owner will set out the question(s), but without identifying the Bidder that submitted the question(s). Also, the Owner may, in its sole discretion:

- edit the question(s) for clarity.
- exclude any question(s) that are either unclear or inappropriate.
- provide a single, consolidated answer to similar questions from various Bidders.
- Where an answer results in any change to the RFT, such answer may be formally documented through the issue of a separate addendum reflecting that change.

4.8 Addenda

The Owner will only amend or supplement the RFT by issuing an addendum. Any amendment or supplement to the RFT made in any other manner will not apply to the RFT.

Bidders shall acknowledge receipt of all addenda by signing the addenda in the applicable space and submitting all pages of the addenda with the Tender submission. Failing to submit all acknowledged addenda with the submission will result in the Tender being rejected for non-compliance.

It is the responsibility of the Bidder to acquire all Addenda that are issued. The Bidder is solely responsible to:

- make any required adjustments to their Tender; and
- acknowledge the addenda by submitting a signed copy of each addendum issued with their Tender submission.

4.9 Clarification of Tender

The Owner shall have the right at any time after the Tender Submission Deadline to seek clarification from any Bidder in respect of that Bidders Bid, without contacting any other Bidder. The Owner shall not be obligated to seek clarification of any aspect of any Tender.

Any clarification sought shall not be an opportunity for the Bidder to either correct errors or to change the Bidder's Tender in any substantial manner. Subject to the qualification in this provision, any written information received by the Owner from a Bidder in response to a request for clarification from the Owner may be considered to form an integral part of the Bidders Tender, at the Owner sole discretion.

4.10 Verification of Information

The Owner may:

- verify any Bidder's statement or claim made in the Bidder's Bid or made subsequently in any subsequent communication by whatever means the Owner may deem appropriate, including contacting persons in addition to those offered as references;

- reject any Bidder's statement, claim, or Bid, if such statement, claim, or Bid is patently unwarranted or is doubtful; or
- access the Bidder's premises where any part of the work is to be carried out to confirm Tender information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Bidder and the Owner shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

4.11 Insurance

Commercial General Liability insurance including premises and all operations for an amount not less than **five million (\$5,000,000) dollars** per occurrence. This coverage applies to:

- third party bodily injury
- property damage
- products and completed operations
- Contractual liability
- personal injury
- non-owned automobile

The following shall apply:

Prior to commencing any work with the Owner, the Bidder will be required, upon request, to provide evidence of insurance coverage according to the insurance conditions set out in this section.

The Bidder and each of its sub-contractors shall provide, at its own cost, any additional insurance that it is required by law to provide or which it considers necessary. The insurance coverage shall be primary insurance with respect to the Owner.

Similar evidence of renewals, extensions, or replacement of said policies, upon request, shall be forwarded to the Owner, at least fifteen (15) days prior to their renewal extension or replacement. A certificate of insurance provided by the Bidder shall not contain any disclaimer whatsoever.

4.12 Compliance with the Occupational Health and Safety Act

The Supplier shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act which may affect the performance of the work, as the Supplier or Employer, as the case may be. The Supplier shall ensure that:

- worker safety is given first priority in planning, pricing and performing the work;
- 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;
- 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
- all sub-contractors employed by the Supplier to perform part of the work and their employees are properly protected from injury while carrying out their associated duties.

The Supplier shall cooperate with representatives of the Owner and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the work. The Supplier shall indemnify and save the Owner harmless from any additional expense which the Owner may incur to have the work performed as a result of the Supplier's failure to comply with the requirements of the Act and the Regulations.

4.13 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to records in the custody or control of the Owner, and includes any information provided by Bidders in connection with this RFT. Such information may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances.

A Bidder should identify any information in its Tender that, if disclosed to any other person, would harm that Bidder's competitive position. Generally, only specific portions of a Tender should be identified.

4.14 Ontario/Canadian Laws

The RFT and the Bidder's Tender will be interpreted according to the laws of Ontario and the Federal laws of Canada applicable therein.

4.15 Personal Information

Personal Information shall be treated as follows:

Submission of Information – The Bidder should not submit as part of its Tender any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Owner request such information, the Owner will treat this information in accordance with the provisions of this section and will maintain the information for a period of up to 7 years from the time of collection.

Use – Any Personal Information that is requested from each Bidder by the Owner shall only be used (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the Supplier, for Contract management purposes.

Consent – It is the responsibility of each Bidder to obtain the consent of such individuals prior to providing the information to the Owner. If any Personal Information is disclosed to the Owner by a Bidder, the Owner will consider that the appropriate consents have been obtained for the disclosure to and use by the Owner of the requested information for the purposes described herein.

4.16 Debriefing

Bidders are entitled to request a debriefing meeting with the Owner. Such requests must be made to the RFT Contact within 60 Days following the date of posting of a Contract Award notification in respect of the RFT.

Debriefing may be held by telephone, in person, or by email, unless otherwise agreed.

4.17 Supplier Performance Evaluation

Supplier performance is critical to the success of the Owner projects. To this end, the Owner; have adopted a Supplier Performance Evaluation system by which the Supplier's performance will be ranked at completion of the project or more frequently if deemed necessary. The Owner's Contract Administrator in consultation with the appropriate staff will complete the ranking. Once the ranking has been completed, a meeting may be set up by the Owner's Contract Administrator with the Supplier to discuss the overall ranking for the project. Should the Supplier rank poorly on the evaluation, a recommendation may be made to Council to banish the Supplier from bidding on future projects for up to three years or place the Supplier on a two year probation which would entail extensive monitoring. In the event of a dispute over the final ranking, the Supplier will have 20 days in which to appeal the decision in writing to the Director of Finance.

4.18 Bid Protest Procedure

To submit a Bid Protest, the Bidder must:

Provide a detailed description of the Bid Protest, including the desired remedy; and

Provide any additional relevant background information. All Bid Protest documentation must be addressed to:

Township of Minden Hills
Finance Department – Director of Finance
7 Milne Street, PO Box 359, Minden, ON, K0M 2K0

Once a Bid Protest has been received, the Director of Finance shall review the matter and consult with the Owner's Contract Administrator. The Director Finance will complete the review with the Owner's Contract Administrator in an appropriate time frame, but generally within 90 days of receiving the Bid Protest. The time frame may be extended based on the complexity of the Bid Protest or extenuating circumstances.

The Director of Finance will then prepare in coordination with the Owner's Contract Administrator a written decision regarding the matter and will send a copy of that decision to the Bidder that submitted the Bid Protest.

In all cases:

The Owner shall seek to resolve the Bid Protest with the Bidder through consultation (to the extent feasible and reasonable); and

The Owner will accord impartial and timely consideration to the Bid Protest in the matter that is not prejudicial to the Bidders participation in ongoing or future Procurement Processes.

Filing a Bid Protest does not affect a Bidder's ability to participate in ongoing or future procurement opportunities with the Owner.

4.19 Accessibility

According to the Accessibility for Ontarians with Disabilities Act (AODA), effective January 1, 2021, all documents published on municipal websites must meet the **Website Content Accessibility Guidelines** (<https://www.w3.org/TR/WCAG20/>) 2.0 Level AA. To ensure that these guidelines are met, the Owner shall request the Supplier provide an AODA compliance report for all public-facing materials.

The Owner is committed to ensuring that accessible goods and services are purchased where accessibility would impact the successful use of the good or service by the public or staff or where a lack of accessibility would have direct impact on the success of the Owner's project as required under The Accessibility for Ontarians with Disabilities Act, 2005 O. Reg. 191/11; Integrated Accessibility Standard.

Part 5: General Special Provisions

5.1 Default by Supplier

If the Supplier commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Supplier makes a general assignment for the benefit of its creditors; then, in any such case, the Owner may, without notice, terminate the Contract.

If the Supplier; fails to comply with any request, instruction or order of the Owner; or fails to pay its accounts; or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the Contract or any portion thereof without the Owner's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Owner may, upon expiration of ten (10) calendar days from the date of written notice to the Supplier, terminate the Contract.

Any termination of the Contract by the Owner, as aforesaid, shall be without prejudice to any other rights or remedies the Owner may have.

5.2 Indemnification

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

5.3 Changes to Government Taxes

Where a change in Canadian Federal or Provincial taxes occurs after the Tender closing date for this Contract, and this change could not have been anticipated at the time of bidding, the Owner will increase or decrease the Contract payment to account for the exact amount of tax change involved.

Claims for compensation for additional tax cost shall be submitted by the Supplier to the Contract Administrator. Such claims for additional tax costs shall be submitted not later than 30 days after the date of acceptance of work.

Where the Supplier benefits from a change in Harmonized Sales Tax, the Supplier shall submit to the Contract Administrator, a statement of such benefits. This statement shall be submitted not later than 30 days after the date of acceptance of the work.

The Contract Administrator reserves the right to adjust the final Contract payment to compensate for the estimated benefit from decreased tax costs.

Part 6: Form of Tender

This form is a mandatory submission requirement.

Form of Tender
This Tender is submitted by:

Supplier Information

Name of Firm or Individual (Hereinafter referred to as the Supplier)

Mailing Address

Email

Phone Number

Cell Number

Name and Position of Individual Signing for the Firm with the Authority to Bind the Corporation

HST Registration Number

WSIB Account Number

To Members of Council;

I/We, the undersigned declare that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the Contract proposed to be undertaken.

I/We further declare that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that no member of Council or any other Officer of the Owner are not or will not become interested directly, or indirectly, as a Supplier in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived therefrom.

I/We have read sections 4.4 and 4.5 and declare that no Conflict of Interest exists.

I/We further declare that the named firm or individual are not currently involved in litigation with the Owner.

I/We further declare that the several matters stated in the said Tender are in all respects true.

I/We further declare that I/We have carefully examined the locality and site of the proposed works, and having read, understood and accept the Purpose of Procurement, Instructions to Bidders, Terms & Conditions, General Special Provisions, Form of Tender, and Addenda attached hereto (if applicable), each and all of which forms part of this Agreement, hereby offer to furnish all machinery, tools, labour, apparatus; all materials, except as otherwise stated in the Contract; including in every case freight, duty, exchange and harmonized sales tax in effect on the date of the acceptance of the Tender, and to complete the work in strict accordance with the Purpose of Procurement, Instructions to Bidders, Terms & Conditions, General Special Provisions, Form of Tender, and Addenda (if applicable) hereto attached for the sums calculated in accordance quantities and unit prices set forth in the Tender.

I/We agree that this offer is to continue open for acceptance until the formal Contract is executed by the Successful Bidder for the said work or until 90 calendar days after the said opening, whichever event first occurs; and that the Owner may, at any time within that period, without notice, accept this Tender whether any other Tender has been previously accepted or not.

I/We agree that the Awarding of this Contract is based on the acceptance of this Tender by the Council of the Owner.

I/We hereby agree that notification of acceptance of this Tender shall be in writing and will be sent by email and if sent in this manner, acceptance shall be deemed to have been made on the date of the email of such notification.

Supplier Representative (Please Print)
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Date (day/month/year)

Supplier Information

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

Respondent's Contact Individual	
Office Phone #	
Toll Free #	
Cellular #	
Fax #	
E-mail address	
Website	
HST Account #	
1st Emergency Contact Name	
1st Emergency Contact Phone #	
2nd Emergency Contact Name	
2nd Emergency Contact Phone #	

Form of Tender: Specifications and Pricing

This form is a mandatory submission requirement.

Supply and Install of Emergency Lighting and Accessories on Fire Department Command Truck for the Township of Minden Hills

The Supplier shall be responsible:

- for ensuring that all vehicle components meet Canadian Motor Vehicle Safety Regulations and all other relevant regulations

All mandatory specifications are marked as **mandatory**. Ensure to include all of them in the Tender submission or it will be rejected for noncompliance.

Exterior/Interior Lighting				
1	Install Emergency Light bar RED/BLUE/WHITE arrangement, mounted on cab roof (Mandatory)	Yes:	No	Specify:
2	(1) Push Bumper installed with (4) RED/BLUE Light arrangement, (Location to be determined at build) (Mandatory)	Yes:	No	Specify:
3	(1) Traffic Advisor/Warning bar mounted on top rear of cap (Mandatory)	Yes:	No	Specify:
4	(2) LED Light RED, mounted in taillights. (Mandatory)	Yes:	No	Specify:
5	(2) LED LIGHT BLUE, mounted in reverse lights (Mandatory)	Yes:	No	Specify:
6	(2) RED/BLUE, mounted on top side corners of trucks cap (Mandatory)	Yes:	No	Specify:
7	(2) RED/BLUE mounted with "L" brackets passenger/driver side compartment rear window. (Mandatory)	Yes:	No	Specify:
8	(2) RED/BLUE mounted in Read bumper steps. (Mandatory)	Yes:	No	Specify:

Standard Equipment Accessories				
1	(1) Mount and Install PF400Q Federal Pathfinder Q Siren (Mandatory)	Yes:	No	Specify:
2	(2) Mount and Install Siren Speakers & Amp (Mandatory)	Yes:	No	Specify:
3	(1) Decked drawer system in rear bed of truck (Mandatory)	Yes:	No	Specify:
4	(2) Mount and install, Compartment lights for rear bed of truck.	Yes:	No	Specify:
5	Mounting of Radio/ Siren Equipment/Faceplates in OEM console. (Location to be Determined at time of build.) (Mandatory)	Yes:	No:	Specify:
6	Supply and Install Radio Antenna (Mandatory)	Yes:	No	Specify:

Mounting & Accessories				
1	Supply One (1) 20lb Fire Extinguisher Bracket (Mandatory)	Yes:	No	Specify:
2	Supply One (1) SCBA Bracket (Mandatory)	Yes:	No	Specify:
3	Supply (1) PAC Mount Iron Lock Bracket (Mandatory)	Yes:	No	Specify:
4	Mount Stream light Vulcan Flashlight (Supplied by Fire Department)	Yes:	No	Specify:
5	Supply One (1) Chain Saw Pac Mount (Mandatory)	Yes:	No	Specify:

Manufacturer's Warranty: Mandatory	
Optional Details for Extended Warranty	

Mandatory Parts and Labour Total: _____

HST: _____

Total: _____

Part 7: Contract Template

Township of Minden Hills
Tender no.MH-FIRE-2024-X

Supply and Install of Emergency Lighting and Accessories on Fire Department Command
Truck for the Township of Minden Hills

Township of Minden Hills

Contract

(For that portion of the Scope of Work pertaining to the signing Owner)

This Contract made in duplicate

Date (day/month/year)

by and between

Hereinafter called the "Supplier"

And

Township of Minden Hills
Hereinafter called the "Owner"

Witnesseth that, the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary tools, equipment, supplies, labour and other means of development and, to the satisfaction of the Owner, to do all the work as described in sections: 1.1 Scope of Work, and 1.2 Delivery, of Request for Tender:**MH-FIRE-2024-002**

Request for Tender: **MH-FIRE-2024-002**, submission of the signed Form of Tender, and all Addenda forms the Agreement for which this Contract is based. The Supplier agrees to furnish all the labour and materials except as otherwise specified, and to complete such works in strict accordance with the specifications of Request for Tender: **MH-FIRE-2024-002** and the Supplier's Bid, which are identified and acknowledged in the Purpose of Procurement, Instructions to Bidders, Terms & Conditions, General Special Provisions, and Addenda, all of the which are to be read herewith and form part of this present Contract as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

The Supplier further agrees that they will deliver the whole of the work completed in accordance with the Agreement on or before **[Delivery Date]** following execution of the Contract, unless otherwise mutually agreed upon by the Owner and Supplier.

In Consideration Whereas, the Owner agrees to pay to the Supplier for all work done, the stipulated sum or sums submitted in the Bid. The price of \$XXXX.XX (excluding HST) has been agreed upon by the Owner and the Supplier. This price will be adhered to unless a Change Order is agreed upon by both the Owner and the Supplier.

(This Contract will be revised prior to execution of the Contract between the Successful Bidder and the Owner.

This Contract Shall ensure to the benefit of and be binding upon the heirs, executors' administrators, and assigns of the Supplier and on the heirs and successors of the Owner.

In Witness Whereof, the Supplier and the Owner have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Name of the Supplier (Please Print)
(Authority to bind the Corporation)

Township of Minden Hills (Please Print)

Signature of the Supplier
(Authority to bind the Corporation)

Township Signature

Position held by Supplier

Position held at the Township

This Contract will be emailed by courier to the Successful Bidder upon receiving all documents related to the Pre-Conditions of Award.

Part 8: Delivery Notice

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

<p style="text-align: center;">RFT No. MH-FIRPW-2024-002</p> <p style="text-align: center;">Supply and Install of Emergency Lighting and Accessories on Fire Department Command Truck to the Township of Minden Hills</p> <p style="text-align: center;">Deliver To:</p> <p style="text-align: center;">Township of Minden Hills 7 Milne Street, P.O. Box 359 Minden, ON K0M 2K0 Attention: Sherry Mulholland</p> <p>Bidder's Company Name: _____</p> <p>Received By: _____ at the Municipal Office, On the _____ day of _____, 20__ at _____ am/pm From: _____ (Name of Person or Organization Delivering Documents)</p> <p>Respondent's Contact information for communique from the Township:</p> <p>Contact Individual: _____</p> <p>Contact e-mail: _____</p> <p>Contact phone: _____</p> <p style="text-align: center;">THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE SEALED SUBMISSION</p>
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