



REQUEST FOR PROPOSAL (RFP)

**For the provision of
2020\2021 4X4 Pick-Up Truck**

Proposal Information	No. Fire 20-02
Issue Date:	September 10, 2020
Site Visit:	Not Required
Closing Date:	September 25, 2020 at 12:00 noon
Opening Date:	September 25, 2020 at 1:30 PM
Address:	Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0
Attention:	Nelson Johnson, Fire Chief
Last Day for Inquiries:	September 22, 2020

Bidder Information

Name/Company: _____

Address: _____

LATE SUBMISSIONS WILL NOT BE ACCEPTED.

THE LOWEST OR ANY SUBMISSIONS MAY NOT NECESSARILY BE ACCEPTED.

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2 General Conditions

2.1 Definitions

“Respondent” Refers to any eligible entity providing a response to this RFP.

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

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

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

“Facilities” means any property used by and/or under the control of the Township and includes any infrastructure, electronic transmission and storage devices used by the Township.

“Work or the provision of Goods and/or Services” Refers to the scope of work, and specifications outline in this RFP.

2.2 Handling

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

2.3 Submission Mandatory Requirements

All submissions must be completed in hard copy and must include all Appendices attached to this 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 responded to according to instructions contained within this document(s).

-) Appendix A - Submission Requirements
-) Appendix B - Rated Criteria
-) Appendix C - Suppliers & Subcontractors
-) Appendix D - Respondent Information
-) Appendix E - Declaration Form
-) Appendix F – Price & Delivery Schedule
-) Appendix G - Guarantee of Performance/Cancellation of Contract
-) Appendix H - Agreement Acknowledgement
-) Appendix I - Delivery Notice

Responses must be submitted in a sealed envelope with Appendix I - Delivery Notice, completed and affixed to the outside. Responses 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 this document(s).

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

Responses shall be submitted electronically, as specified below:

IMPORTANT – Due to the current COVID-19 pandemic, the Township will only be accepting digital submissions. Submissions are to be in PDF format, emailed to;

-) Nelson Johnson, Fire Chief at njohnson@mindenhills.ca,
-) Shannon Prentice, Deputy Clerk at sprentice@mindenhills.ca,
-) Lorrie Blanchard, Director of Finance/Treasurer at lblanchard@mindenhills.ca and
-) Trisha McKibbin, CAO/Clerk at tmckibbin@mindenhills.ca

Submissions must include the RFP number and Respondent's name the Subject Line.

Example: *CONFIDENTIAL Submission re: RFP #FIRE 20-02 – Name of Respondent*

Should a Respondent have submitted their proposal through mail; you will be required to resubmit your proposal as described above.

The results of the opening will be posted within two (2) business days on the Township Website at <https://mindenhills.ca/tenders/>

If you have questions or concerns regarding this matter, please contact the Township directly as outlined in Section 2.13 – Inquiries of the RFP document.

The Respondent warrants that all contents of their proposal are complete and accurate.

It is the responsibility of the Respondent 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.

Late proposals will not be considered. *Local time is according to the time clock located in the Township offices, which will be deemed to be taken as conclusive. (HR.:MIN.:SEC.) Late proposals will be returned unopened to the respondent. Responses that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, and alterations incorrectly submitted, restricted by a statement or irregularities of any kind may be rejected as per the Township's Procurement Policy, unless otherwise provided herein.

Person(s) signing the prescribed forms must be authorized to sign on behalf of the Respondent represented, and to bind the Respondent to statements made in response to this RFP. If a joint response is submitted, it must be signed and addressed on behalf of each of the Respondents.

2.4 Manufacturer's Specifications

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

2.5 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 goods and/or services. 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.

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

2.6 Harmonized Sales Tax (HST)

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

2.7 Multiple Submissions

Respondents wishing to provide more than one (1) submission for consideration must complete a separate response for each and clearly identify each submission as a separate offer.

2.8 Closing

Submissions must be received by the Township of Minden Hills on/before **12:00 noon local time on September 25, 2020.**

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

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

2.9 Opening

IMPORTANT – Due to the current COVID-19 pandemic, public openings of proposal submissions have been cancelled, until further notice. Submissions will be opened by the Fire Chief, or designate(s), Director of Finance or designate(s) and Deputy Clerk, on the date and time specified on the cover of the RFP document.

The results of the opening will be recorded and posted within two (2) business days on the Township Website at <https://mindenhills.ca/tenders/>

2.10 Withdrawal or Alteration(s)

A Respondent may submit more than one response at any time up to the specified time and date of the closing outlined in Section 2.8. The last submission received shall supersede and invalidate all submissions previously submitted by that Respondent.

A Respondent may withdraw or alter the Submission at any time up to the specified time and date of the closing outlined in Section 2.8 by submitting a letter (on Respondent letterhead where available) bearing the Respondent's signature to the contact identified in Section 2.13 who will mark thereon the time and date of receipt and will place the letter in the tender file. The Respondent's name and contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Submissions withdrawn under this procedure cannot be reinstated.

Adjustments or corrections to a response already submitted will not be allowed.

2.11 Examination of Documents

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

Prices bid must include all incidental costs and the Respondent must be satisfied as to the full requirements of the RFP. No extra work will be entertained without prior Township approval. Should the Respondent require more information or clarification on any point, it must be obtained via the contact identified in Section 2.13 prior to submitting a response to this RFP.

2.12 Omissions, Discrepancies and Interpretations

It is understood, acknowledged and agreed that while this document and related documents include(s) specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information, the information is not guaranteed by the Township to be accurate, nor necessarily comprehensive or exhaustive.

Nothing in this document or related documents is intended to relieve the Respondent from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

The submission of a response shall be deemed proof that the Respondent is satisfied as to all the provisions of the submission, all conditions which may be encountered, all work or goods and/or services required, or any other matter which may enter into the carrying out of the work or supply of goods and/or services referred to in this RFP. No claims will be entertained by the Township based on the assertion by the Respondent that he or she was uninformed as to any of the requirements of this RFP.

Should a Respondent find omissions from or discrepancies in this document or related documents, or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent should notify the contact identified in Section 2.13 without delay. If the Township considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued as per Section 2.14 of this document. No oral explanation or interpretation will modify any of the requirements or provisions of the RFP documents.

2.13 Inquiries

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

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

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of this RFP will be circulated as an Addendum as outlined in Section 2.14 of this document.

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

2.14 Addenda

If required by the Township, addenda will be distributed to all Respondents registered as a document taker (via the Township or on-line RFP provider) or invitational recipient for this RFP. Addenda will be distributed using the latest contact information as provided by the Respondent. It is the Respondent's responsibility to notify the Township of any changes to their contact information.

If this document or related documents was acquired via the Township website it is the Respondent's responsibility to check the Township website at

www.mindenhills.ca for addenda. It is any and all Respondents ultimate responsibility to ensure all addenda have been received.

All Respondents should check the Township website, on-line RFP provider or contact the Township directly as per Section 2.13 – Inquiries, prior to submitting their response to this RFP.

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

2.15 Acceptance or Rejection of Submission(s)

The Township reserves the right to reject or accept any or all submissions in whole or in part at any time without further explanation and to waive formalities as the interests of the Township may require without stating reasons thereto.

The Respondent acknowledges the Township's rights under this clause and absolutely waives any right of action against the Township's failure to accept its submission whether such right of action arises in contract, negligence, bad faith or any other cause of action.

The acceptance of any submission is subject to approval by the Township's Council.

Notwithstanding and without restricting the generality of the statements immediately above, the Township shall not be required to award and accept a submission:

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

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

Each submission shall be open for acceptance by the Township for a period of **sixty (60)** calendar days following the date of closing, or as otherwise mutually agreed to by each of the respondents.

Where the submission document does not state a definite delivery/work/provision of goods and/or services schedule and a submitted response is based on an unreasonable delivery/work/provision of goods and/or services schedule, the submission may be

rejected.

2.16 Award Procedures

The Township is not under any obligation to award the RFP and reserves the right at its sole discretion to terminate or amend this RFP at any time.

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

Unless stated otherwise the following procedures will apply:

The Township will notify the Successful Respondent that their submission has been accepted within **sixty (60)** days, or within 3 business days upon Township approval.

Notice of acceptance of a Respondent's submission will be by telephone, email and/or by written notice. No further communication regarding this notice is required unless the Successful Respondent declines the awarding of this RFP.

Upon acceptance of the submission by the Township, the Successful Respondent shall provide the Township with any required documents within **fourteen (14)** calendar days of the date of notification of award or as otherwise specified in this document or related documents or by the Township.

Commencement and completion dates may be altered if mutually agreed to by the Township and the Successful Respondent.

2.17 Ability and Experience of Respondent

It is not the purpose of the Township to award this RFP to any Respondent who does not furnish satisfactory evidence of possessing the ability and experience in this work or provision of goods and/or services and sufficient capital and plant resources to ensure acceptable performance/product and completion/supply of the required specifications.

The following criteria will be utilized by the Township, through the evaluation process as per Section 5.1, to determine whether a Respondent is qualified to undertake the award;

-) The Respondent's ability and agreement to perform the work or supply the goods and/or services.
-) The Respondent's ability to work effectively with the Townships' staff and other representatives.
-) The Respondent'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 Respondent is not able to perform the work or supply the goods and/or services in a manner satisfactory to the Township.

2.18 Variation of Quantities

The Township 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 document or related document(s).

2.19 Limited Liabilities

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

2.20 Respondent Expense

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

2.21 Contract Negotiations

Submission as Binding Document:

In the event that a Respondent's submission is accepted and confirmed in writing from the Township, the submission and the acceptance shall constitute a binding contract between the Successful Respondent and the Township, and the Successful Respondent shall complete the work or provision of goods and/or services as described in accordance with the provisions, specifications and conditions outlined in this document and other related documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

2.22 Conflict of Interest

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

The Respondent shall declare that the response submitted is in all respects fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFP.

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

2.23 Freedom of Information

Any personal information required on the submission 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 RFP submission.

All submissions received by the Township become a public. All information contained in the submission document is available to the public, including personal information.

Questions regarding 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's Council to carry out the responsibilities of the Act.

2.24 Warranty

The submission shall include a brief summary covering workmanship and/or product warranty/guarantee on Appendix F – Price, Delivery & Warranty Schedule. Additional pages (attached to Appendix F) may be used to describe this information.

2.25 Package Submissions Information Release to Other Respondents

The number of RFPs received and the names of the Respondents are confidential and shall not be divulged prior to the public RFP opening.

Subsequent to the opening, however, the number of RFP packages released is public information. It is understood that by completing and submitting a response the Respondent agrees to public release of their name.

2.26 Access to Information

The disclosure of information received relevant to the issue of a RFP solicitation or the award of contracts emanating from such solicitations shall be made by the appropriate offices in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990*, as amended.

All records and information pertaining to proposals, tenders and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- a) Prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organizations;
- b) Result in similar information no longer being supplied to the Township where it is in the public interest that similar information continues to be so supplied;
- c) Result in undue loss or gain to any person, group, committee or financial institution or agency; or

- d) Result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Township.

2.27 Negotiations

In the event that a prepared submission does not precisely and entirely meet the requirements of the Township, the Township reserves the right to enter into negotiations with the selected Respondent(s) to arrive at a mutually satisfactory arrangement with respect to any modifications to a submission.

3 Contractual Requirements

3.1 Occupational Health and Safety

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

Failure to comply with Safety Regulations, as set out in this document, may result in the immediate cancellation of the work.

The Successful Respondent 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 apply:

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

- a. Successful Respondents 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 Successful Respondent shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations, the Township and any applicable industry standards. The selected Respondent agrees to assume full responsibility for the enforcement of same.
- c. The Successful Respondent may be required to 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 Successful Respondent 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 Successful Respondent shall allow access to the work site on demand to representatives of the Township.
- f. The Township will take all action necessary to support the Successful Respondents health and safety efforts and to ensure that the Township owned and controlled environments in the vicinity of the project are free from hazards.
- g. The Successful Respondent acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Respondent or any of its sub-selected Respondents may invalidate the contract.
- h. The Successful Respondent acknowledges and agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the OHSA by the Successful Respondent or any of its sub-Successful Respondents will entitle the Township to set off the damages so

assessed against any monies that the Township may from time to time owe the Respondent under this contract or any other contract whatsoever.

- i. The Successful Respondent 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 Global Harmonized System (GHS – formally known as WHIMIS) 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 Respondent shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The Successful Respondent shall follow Global Harmonized System (GHS) requirements and ensure all employees are given required training and support.
- l. The Successful Respondent shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The Successful Respondent 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 Township.
- n. Successful Respondents 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 Respondent to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

3.2 Workplace Safety Insurance Board (WSIB)

All Respondents 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 – Submission Requirements.

The Successful Respondent shall provide proof of coverage and shall maintain this coverage throughout the length of the contract, work or provision of goods and/or services.

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

The Successful Respondent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the contact noted in Section 2.13 – Inquiries. Failure to meet the extension date as approved by the Township may result in the cancellation of the contract, work or provision goods and/or services. Refer to Section 3.11.4 – Cancellation of Contract.

3.3 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 Respondent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or provision of goods and/or services required hereunder to be performed or rendered by the Successful Respondent, its agents, officials and employees.

3.4 Insurance Requirements

All Respondents will acknowledge their ability to provide proof of insurance in accordance with this document and other related documents, identified in Appendix A – Submission Requirements.

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

The Successful Respondent, as a minimum, shall provide and maintain during the term of the Contract as specified in sections 3.4.1 and 3.4.2 below:

3.4.1 Specific Conditions:

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

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

exclusive of interest or costs, per occurrence and shall include **The Corporation of the Township of Minden Hills** as an additional insured.

3.4.2 General Conditions:

- a) The Successful Respondent shall provide proof of insurance in the form of a Certificate of Insurance.
- b) All policies shall be endorsed to provide the Township with not less than 30 Days' written notice of cancellation.
- c) All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-.
- d) Prior to commencement of work or the provision of goods and/or services and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Respondent shall promptly provide the Township with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the supply of work or the provision of goods and/or services.
- e) All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Respondent.
- f) All policies shall apply as primary and not as excess of any insurance available to the Township.
- g) It is expected by the Township that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated above have been met.
- h) Insurance must remain in effect for the duration of the contract, Work or provision of Goods and/or Service(s) as per the terms of this document and other related documents. It will be the responsibility of the Successful Respondent to provide the Township with any and all renewal certificates during this period.

The certificate of insurance must be provided to the Township within five (5) business days of being awarded the successful submission and/or contract, or prior to commencement of the contract, work or provision of goods and/or services, whichever is shortest. Failure to submit the requested insurance certificate by the Successful Respondent shall result in a withdrawal of the contract, work and/or provision of goods and/or services by the Township.

The Successful Respondent may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the contact noted in Section 2.13 – Inquiries. Failure to meet the extension date as approved by the Township may result in the termination of the contract, work or provision of goods and/or services.

3.5 Protection of Work and Property

The Successful Respondent shall provide continuous and adequate protection of all goods from damage and shall protect the Township's property from injury or damage arising until the work or provision of goods and/or services is complete. The Successful Respondent shall make good any such damage or injury.

3.6 Regulation Compliance and Legislation

The Successful Respondent shall ensure all work or provision of goods and/or services are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

3.7 Workplace Violence and Harassment

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

3.8 Code of Conduct

Successful Respondents hired/contracted/engaged by the Township shall endeavor to at all times promote a high level of ethical conduct by themselves and their employees. In acting on behalf of the Township, no Successful Respondent, or their employees, shall at any time take any action which he or she knows, or reasonably should know, violates any applicable law or regulation.

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

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

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

3.9 Smoke Free Workplace

The Smoke-Free Ontario Act, 2017 prohibits smoking in any enclosed workplaces, including work vehicles and any enclosed public places in Ontario in order to protect workers and the public from the hazards of second-hand smoke.

During the duration of the contract, work or provision of goods and/or services, including any related amendments and/or extensions, Successful Respondents, and their employees, shall adhere to the Smoke Free Ontario Act, 2017 and all other applicable

legislation and/or regulations or requirements, in regards to cigarette, e cigarette and cannabis use.

3.10 Accessibility

Under the Accessibility for Ontarians with Disabilities Act, 2005, S.O 2005, c. 11 (AODA), the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self-service kiosks or facilities, including written materials, web content and the delivery of programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

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

Successful Respondents 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. Successful Respondents are required to make this information available to the Township and/or the Province upon request.

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

Web links for information and training purposes are provided below:

-) AODA - <https://www.ontario.ca/laws/statute/05a11>
-) IAS - <https://www.ontario.ca/laws/regulation/110191>
-) Human Rights Code - <https://www.ontario.ca/laws/statute/90h19?search=e+laws>
-) Serve-Ability - https://www.ocapdd.on.ca/Forms/Volunteer/SAE/HTML_Eng/index.html
-) AccessON - <https://accessontario.com/>

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

3.11 Contract

The Successful Respondent shall complete the work as described in accordance with the provisions, specifications and conditions outlined in the RFP documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

3.11.1 Assignment of Contract

The Successful Respondent shall not assign transfer, convey, sublet or otherwise dispose of the contract, work or provision of goods and/or services; or his/her right, title or interest therein, or his power to execute such contract, work and/or provision of goods or services, to any other person, company or corporation, without the previous consent, in writing, of the Township's officials.

3.11.2 Sub-Contracting

The Successful Respondent, who has signed a contract with the Municipality, shall be considered to be the "prime contractor" and shall keep the operation totally under their care and control. The consent of the Municipality for assignment or sub-contracting shall not relieve the "prime contractor" from completion of the specifications of this RFP in accordance with the terms of the contract, the work or the provision of goods and/or services. Where a Successful Respondent submits a joint proposal or proposes a partnership arrangement, the Successful Respondent must assume the lead or "prime contractor" position. As such, the Successful Respondent will have the overall responsibility for completing the contract, work or provision of goods and/or services.

3.11.3 Contract Amendments and Revisions

No amendment or revision to a contract, the work or the provision of goods and/or services shall be made unless mutually agreed to by the Township and the Successful Respondent.

No amendment that changes the price of a contract, the work or the provision of goods and/or services shall be agreed to without a corresponding change order describing the change in requirement or scope of work or the provision of goods and/or services.

Amendments to a contract, the work or the provision of goods and/or services are subject to the identification and availability of sufficient funds in appropriate accounts within the Township's Council approved budget, including authorized revisions.

The Township reserves the right to change the term of the contract, the work or the provision of goods and/or services prior to the execution of an agreement, or commencement of the work or provision of goods and/or services.

3.11.4 Cancellation of Contract

The Township reserves the right to immediately terminate the contract, the work or the provision of goods and/or services awarded to the Successful Respondent, or part thereof, at its own discretion, including but not limited to such items as non-compliance, non-performance, late deliveries, inferior quality, pricing problems, etc.

The Township shall not be liable to the Successful Respondent for loss of anticipated profit on the cancelled portion or portions of the work or the provision of goods and/or services.

3.12 Conflict of Interest

The Successful Respondent shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Respondent's undertaking of the

work or provision of goods and/or services and shall abstain from taking on work which would represent a conflict of interest over the duration of a Contract, the work or the provision of good and/or services.

3.13 Bankruptcy

In the event that, during the duration of a contract, the work or the provision of goods and/or services, the Successful Respondent makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, a contract, the work or the provision of goods and/or services shall immediately be terminated, and the Township shall be entitled to enter into a contract, the work or the provision of goods and/or services with another party without the consent of the Successful Respondent.

3.14 Governing Laws

A contract, the work or the provision of goods and/or services will be interpreted and governed by the laws of the Province of Ontario.

3.15 Delivery and Execution of Work

Respondents are advised that the lead-time indicated on Appendix F – Price, Delivery & Warranty Schedule, for the completed goods and/or services including all specified attachments, will be approved by the Fire Chief, or designate(s).

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

Prior to delivery, the Successful Respondent shall coordinate a specific date, time and location with the Fire Chief, or designate(s).

It is the Respondent's responsibility to ensure delivery to the agreed upon location.

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

3.16 Pre-Start Meeting

A Pre-Start meeting is not required.

3.17 Terms of Payment

Payment will be made in response to the Successful Proponent's invoice to the Township. The Township will not pay in part or in full until the contractual/approved services are received.

Possession will not be taken until the unit(s) meet(s) all specifications and is approved by the Fire Chief 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: Unless otherwise stated herein, the Township's normal terms of payment will be net thirty (30) calendar days from the completion of work or provision of goods and/or services or the date of approved 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

3.18 Settlement of Disputes

Until the contract, work or provision of goods and/or services has been terminated, the Successful Respondent must at all times provide the work or provision of goods and/or services. If there is a dispute or difference concerning the work or provision of goods and/or services or the interpretation of the contract, work or provision of goods and/or services then either party may notify the other that it wishes the dispute to be referred to a meeting with the Director of Public Works or Designate(s) and the Successful Respondent to resolve, negotiating in good faith.

3.19 Guarantee of Performance

The Successful Respondent guarantees that all work, goods and/or services will be carried out as specified, and that the Successful Respondent will, at the Successful Respondent's own expense, correct all deficiencies in a manner satisfactory to the Township, for which the Successful Respondent is held responsible by the Township, and the decision of the Township in all such matters shall be final.

In the event of a multi-year award and/or contract, the Township reserves the right to terminate the contract, Work or provision of Goods and/or Service(s) at any time during the term of the contract, Work or provision of Goods and/or Service(s) due to the unsatisfactory performance of the Successful Respondent.

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

- If the Successful Respondent fails to perform the work or provide the goods and/or services in accordance with its obligations under a contract or the award of work or the provision of goods and/or services.
- If there exists unsatisfied claims for damages caused by the Successful Respondent to anyone on the site or in connection with the work or provision of goods and/or services.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the work or provision of goods and/or services is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

3.20 Taxes

Unless otherwise provided herein, the Successful Respondent shall pay all government sales or excise taxes in force at the date of the contract, work or provision of goods and/or services, provided that any increase or decrease in such taxes shall increase or decrease the amount due/payable. Invoices shall show the appropriate amounts for the work or provision of goods and/or services and applicable taxes separately.

3.21 Notices

Any notice required to be given or made shall be given or made in writing and shall be served personally or mailed by registered mail addressed to the Township of Minden Hills and to the Successful Respondent at the address set forth in its submission.

4 RFP Specifications

4.1 Overview

The Minden Hills Fire Department is seeking a multi-purpose 4x4 Super Crew Cab Pick-up Truck intended for use in the Municipal Fire Department. Only the major details of the unit are listed. It is the supplier's responsibility to deliver one (1) fully equipped unit with compatible components to provide dependable efficient service.

Where minimums are given, the units must meet or exceed the capacity, size or performance specified. Vehicle must be supplied with suitable components to comply with the following specifications. The unit shall have features such as (where applicable) heavy-duty suspension and skid plate bodies for durability off-road. Four wheeled drive capabilities for usage in the snow, rough roads and terrain.

Respondents are asked to bid on all items.

4.2 Scope of Work

LICENCE PLATE

The vehicle shall be plated with One (1) LED light for licence plate both front and rear.

Alternatives must be approved prior to acceptance.

Model

- 2020 or 2021 4X4 Super Crew, Pick-up Truck with Automatic Transmission and capable of Towing/Hauling

Paint

- Red

Packages

- 4X4 Off-Road Package
- Trailer Tow Package
- Power Equipment Group

Powertrain

- Gasoline Engine
- Automatic Transmission with Selectable Drive Mode
- 4X4

Exterior

- 17" Wheels
- Trailer Tow Mirrors
- Bedliner - Tough Bed Spray-In
- Rear Windows – Privacy Glass
- Rear Windows – Defroster
- Skid Plates
- Fuel Tank – Extended-Range
- Fog Lamps

-) Spot Lights
-) 265/70R 17 All-Terrain Tires

Interior

-) Medium Earth Grey Cloth Seats
-) Cloth 40/Console/40 Front Seats with Flow-Through Console and Steering Column-Mounted Shifter
-) Flooring – Colour-coordinated Carpet with Carpeted Matching Floor Mats
-) Rear Under seat Storage
-) Trailer Brake Controller (TBC)
-) Cruise Control
-) 110-volt/400-watt Power Inverter
-) hands free phone
-) Bluetooth
-) keyless entry
-) AM/FM Stereo Clock

Accessories

-) Body Armour Rocker Panel Protection
-) Tonneau cover, hard foldable
-) Block heater
-) Battery master switch disconnect
-) Battery charger\maintainer
-) Kussmaul auto eject shoreline on front bumper

Emergency Radio

-) Motorola XPR 5550e radio – installed and programmed
 - o Minden Fire
 - o OFM
 - o Mutual Aid Partners

Lighting package

-) Dash mounted control
-) Light bar on roof, with red and blue, traffic advisor and area lighting
-) Lower light package (red) –
 - o warning lights shall be affixed on the front of the vehicle facing forward and below the windshield level lights on grille front,
 - o warning lights shall be affixed on the rear of the vehicle facing to the rear
 - o an intersection light shall be affixed between the front door and the front of the vehicle on each side
-) The ability to switch from high-intensity lighting that is essential for daytime to reduced-intensity lighting for night time
-) Traffic advisor facing rear of vehicle

Siren Package

-) Howler Low Frequency Tone Siren and Speaker System.
-) 100/200 watt siren

Decals:

-) As per Minden Hills Decal specifications
-) Designated C1, front sides (3”) and roof decal is approx. 20” in height

-) Minden Fire Dept. on the front doors
-) Reflective stripe on side of vehicle
-) Chevron striping on rear of vehicle
-) No dealer decals shall be delivered on vehicle
-) 9-1-1 Decal on rear of box, both sides
-) Keep Back 150m on rear of vehicle

Reflective Safety Stripe

A 4" wide white reflective stripe shall be affixed to the vehicle. The side striping shall begin at the rear of the front fender on the hood and proceed to the rear of the cab. The strip shall continue on the body in line with the cab strip and terminate at the rear sides of the body.

Rear Reflective Chevron Striping

Red and yellow reflective chevron striping shall be provided and applied to the rear. The stripes shall be 4" wide and shall alternate red and yellow. The chevron pattern shall angle up from the outer edges toward the center of the rear body.

4.3 Respondent Responsibilities

The Successful Respondent will be responsible for all fuel, repairs, maintenance, and testing as required to certify and any required licencing for the building, testing and shipping of the apparatus and any other sundry costs.

4.4 Pricing Requirements

The total purchase cost shall be submitted on the supplied Appendix F – Price & Delivery Schedule and shall include preparation, freight, delivery, labour, and equipment, materials, and travel fees.

The Minden Hills Fire Department is part of the Broader Public Service of the Province of Ontario and as such is entitled to the concessions (discounts) as arranged by the Ministry of Government Services under VOR: OSS 074423. A breakdown or itemized of cost and fees outlining components, modules and systems to further understand the pricing submitted, will be beneficial to understanding the overall cost submitted.

During the award process the Township reserves the right to exclude any component of the RFP.

4.5 Site Visit

A post build – pre-delivery site visit is mandatory and shall be scheduled between both parties for the Fire Chief and one other designate to inspect and view the vehicle and its capabilities prior to delivery. Please contact the Nelson Johnson, Fire Chief at 705-286-1202 or by email at njohnson@mindenhills.ca to confirm or arrange.

The vehicle shall be delivered to the Minden Hills Fire Department, upon arrangements made by both parties. The Successful Respondent shall provide one (1) day for vehicle inspection by the Fire Department for any items that require adjustment or servicing.

The Successful Respondent shall also set aside time during that day to cover any training, orientation to the unit, its operation and use for the Fire Department (as a minimum).

These visits shall be included in the cost for the vehicle and shall not be an additional cost for the Township. This cost shall include, meals, travel expenses and any accommodations as required. Additional information regarding the Township can be obtained from the Township website: www.mindenhills.ca.

4.6 Trade-In Information

There is no trade-in related to this RFP. The Minden Hills Fire Department is part of the Broader Public Service of the Province of Ontario and as such is entitled to the concessions (discounts) as arranged by the Ministry of Government Services under VOR: OSS 074423.

4.7 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 Respondent's Compliance box.

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

4.8 Other Instructions

Responses to this RFP must include Mandatory Appendices noted as "Mandatory Completion" and/or "Mandatory Submission".

5 Evaluation Process

Respondents acknowledge that submissions are likely to be drafted using a diverse range of approaches and, therefore, may not be readily comparable to one another. As a result, notwithstanding the application of consistent evaluation criteria as identified below, the Township shall use professional discretion in evaluating proposals.

The Township retains the right to ask Respondents for clarification regarding their submission, if doing so does not change their proposal in any way.

5.1 Evaluation Stages and Total Evaluation Points Available

The Township will conduct the evaluation of this RFP in three (3) stages as follows:

Stage 1 – Review (pass/fail)

A review will be undertaken to determine if the submitted RFP complies with all the mandatory requirements (inclusion of all Appendices and compliance with Appendix A - Submission Requirements and deadline).

A RFP that does not comply with the mandatory requirements shall, subject to the reserved rights of the Township and the Township's Procurement Policy, be disqualified and not evaluated further.

Stage 2 – Rated Criteria (60 points)

Stage 2 will consist of a scoring by the Fire Chief, or Designate(s) of each qualified RFP on the basis of the detailed criteria as displayed in the submitted Proposal and the assessment and scoring against the criteria set out in.

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

Criteria	Maximum Points
Performance/Features/Specification	46
Warranty Program	3
Training	1
Delivery	10
Total Points	60

Evaluation of each submission will be based on, but not limited to, the Respondent's:

-) Ability to meet the requirements set out herein and deliver the requirements when and where required;
-) The specifications listed describe the requirements in specific detail even to the extent that specific product, brand, make or manufacturer may be stated. The purpose of the specification is to establish a minimum acceptable quality standard of product function or design and Respondents must respond accordingly and propose equipment and products that meet or exceed the

minimum specification.

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

Stage 3 – Pricing (20 points)

Stage 3 will consist of a scoring of the pricing submitted on Appendix F – Price & Delivery Schedule. The evaluation of the price/cost shall be undertaken only after the first two (2) stages have been completed.

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

For example, if the lowest submitted price is \$120.00, that Respondent receives 100% of the points ($120/120 = 100\%$), or **20** points. A Respondent who submits \$150 receives

80% of the possible points (120/150 = 80%) or **16** points. A Respondent who submits \$240 receives 50% of the possible points (120/240 = 50%) or **10** points.

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

5.2 Total Evaluation Points Available

Overall, a Respondent may receive a maximum of **80** Evaluation points as follows:

Criteria	Maximum Points
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 – Rated Criteria	60
Stage 3 - Pricing	20
Total	80

6 Appendices

6.1 Appendix A – Submission Requirements

****MANDATORY COMPLETION****

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

Specification		Mandatory/ Optional/Preferred/NA	Respondent's Compliance (see also WSIB & Insurance Acknowledgement below)
1	WSIB (Section 3.2) Account #: <hr/> OR Check here if exempt from WSIB coverage as described in Section 2.2 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Insurance, Indemnification and Bonding requirements as described in Sections 3.3, 3.4 and 3.5 of this document where applicable.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Product/Workmanship Warranty as described in Section 2.24 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Submission of all other required Appendices.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Site Visit as Described in Section 4.5 of this document.	N/A	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	One (1) additional hardcopy of the completed submission. (NOTE - One (1) hardcopy is mandatory).	N/A	Yes <input type="checkbox"/> No <input type="checkbox"/>

WSIB and Insurance Acknowledgement

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

_____ has the ability to provide the requested WSIB, and
Name of Company

Insurance certificate(s) in accordance with this RFP document.

Signature

Date

6.2 Appendix B – Rated Criteria (Specifications)

****MANDATORY COMPLETION****

Purchase of 4x4 Super Crew Cab Vehicle (Pick-up Truck)

Total of 60 Points. Points for Performance/Features are indicated beside the section header.

Specification	Respondent's Compliance	Specify
MAKE AND MODEL (3 Points):		
Specify Make And Model Of Unit Being Proposed. (2020 \ 2021 Model Year)	Make:	
	Model:	
New Build	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
GENERAL (2 Points):		
Four wheel drive, designed for year round work in various conditions and terrain	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Build Sheet Included	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Hitch (3 Points):		
Class 5 hitch	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Receiver with 2" ball and 2 " drop	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
4 and 7 pin electrical connection with trailer brake	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
ENGINE & EQUIPMENT (6 points):		
Gasoline engine		Specify:
Master shut off switch shall be supplied	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Block heater	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Kusssmaul Auto eject shoreline connection	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Remote Start System	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Keyless entry	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
POWERTRAIN (4 Points):		
Automatically shifting transmission	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
four-wheel drive with in-cab switch which can be engaged while moving or stopped, also with or without a load	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Underbody protection for off-road	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Heavy-duty suspension	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
CAB & EQUIPMENT (6 Points):		
Emergency response lighting and controller – Best available package	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
2-Way radio (Motorola XPR 5550e) – installed and programed	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Electronic 100\200 watt siren system – best available package	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
LED traffic advisor with controller	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:

Reverse warning alarm (96 to 112 decibel rating)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Backup camera	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Lighting Package (11 Points):		
Light package with dash mounted control	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Light bar on roof, with red and blue flashing lights	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
warning lights affixed on the front of the vehicle facing forward and below the windshield level lights on grille front	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Reflective chevron stripping on rear	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Reflective stripping on sides	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Howler Low Frequency Tone Siren and Speaker 100/200 watt siren	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
warning lights on the rear of the vehicle facing to the rear	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
intersection light affixed between the front door and the front of the vehicle on each side	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
The ability to switch from high-intensity lighting that is essential for daytime to reduced-intensity lighting for night time	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Traffic advisor lights facing rear of vehicle	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Decals as per Minden Hills Fire Dept. requirements	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Equipment – (11 Points)		
Bedliner - Tough Bed Spray-In	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Tonneau cover, hard foldable	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Cargo Management System or tie down locations in the box	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Fuel Tank – Extended-Range, 136 Litre	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Fog Lamps	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Spot Lights - mirror mounted	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
LED Box Lighting	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Reverse Sensing System	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
110-volt/400-watt Power Inverter	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Rear Under seat Storage	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Cruise Control	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
WARRANTY (3 Points):		
The vehicle shall be covered by the standard manufacturer’s warranty, a description of which shall be included with the Proposal documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
The Respondent shall provide a full statement of the warranty for the vehicle, paint, body and all attachments being bid	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
The Respondent shall provide any extended warranties and maintenance programs that may be considered by the Township	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
TRAINING (1 Points):		

Overview of daily general operator maintenance, cleaning and operational training to be provided upon delivery	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
MANUALS (shall provide printed and electronic copies) No Points Associated:		
Two (2) Owner/Operator's manual including daily maintenance	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
One (1) complete service manual covering all aspects of the delivered equipment	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
One (1) complete parts manual covering all aspects of the delivered equipment	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Delivery (10 Points):		
Ability to deliver apparatus in 60-90 days (10)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Ability to deliver apparatus in 90-120 days (8)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Ability to deliver apparatus in 120-200 days (6)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:
Ability to deliver apparatus over 200 days (4)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Specify:

6.3 Appendix C - Suppliers & Subcontractors

****MANDATORY COMPLETION****

Please provide information on the suppliers and/or subcontractors as it will apply to your 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:

6.4 Appendix D - Respondent Information

****MANDATORY COMPLETION****

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 #	

6.5 Appendix E – Declaration Form

****MANDATORY COMPLETION****

For the provision of:	Fire 20-02 – 2020\2021 4X4 Pick-Up 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 KOM 2K0			

The Respondent Declares:

1. No person(s), firm or corporation, other than the Respondent, has any personal interest in this RFP or in the award for which this RFP 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 submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a submission for the same and is in all respects without collusion or fraud;
4. The response submitted is in all respects without conflict of interest, fair and without collusion or fraud and further that no member of Council, Officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, regarding the work or provision of goods and/or services identified in this RFP.
5. By signing this submission, I confirm I have read, understood and accept the content, stipulations and requirements of this RFP document.

LOWEST OR ANY SUBMISSION NOT NECESSARILY ACCEPTED

Dated at _____ this _____ day of _____, 20__

PRINT NAME OF WITNESS

PRINT NAME OF RESPONDENT

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

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.

6.6 Appendix F - Price & Delivery Schedule

****MANDATORY COMPLETION****

Details of Goods/Services to be provided:	
1) <u>Proposal No. Fire 20-02</u> : One (1) New 2020\2021 4X4 Pick-Up Truck	
2) <u>Date(s) of Execution of Goods/Services</u> : Delivery date to be determined/approved by Nelson Johnson, Fire Chief.	
3) <u>Vehicle Cost</u> : Respondents shall provide pricing below a New Build vehicle as specified herein.	
One (1) New, 2020\2021 4X4 Pick-Up Truck as specified herein	\$
H.S.T.	\$
TOTAL COST	\$
4) <u>Warranty Details</u> : (provide a brief statement of term and coverage for manufacturer's warranty if applicable. Additional material may be submitted separately.)	

6.7 Appendix G - Guarantee of Performance/Cancellation of Contract or Provision of Goods and/or Services

****MANDATORY COMPLETION****

The Contractor guarantees that all work or provision of goods and/or services will be carried out as specified in the RFP, and that the Successful Respondent will, at the Successful Respondent's own expense, correct all deficiencies in a manner satisfactory to the Township, for which the Successful Respondent is held responsible by the Township, and the decision of the Township in all such matters shall be final.

In the event of a multi-year award and/or contract, the Township reserves the right to terminate the contract, Work or provision of Goods and/or Service(s) at any time during the term of the contract, Work or provision of Goods and/or Service(s) due to the unsatisfactory performance of the Successful Respondent. The Township may, without prejudice to any other remedy, correct the following:

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

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix G – Guarantee of Performance/Cancellation of contract, work or provision of goods and/or services.

Signature

Date

6.8 Appendix H - Agreement Acknowledgement

****MANDATORY COMPLETION****

In the event that the Township of Minden Hills wishes to enter into a Contract Agreement with the Successful Respondent for the provision of One (1) 2020\2021 4X4 Pick-up Truck for the Township, upon final approval from Council, Sections 3 (Contractual Requirements), 4 (Specifications-from submission), and 6 (Appendices-from submission) will form part of the agreement document.

The Successful Respondent hereby acknowledges, by signing below, that any information included in the submission, including the RFP document, Form of RFP, Appendices and/or other submission requirements, will become public information and form part of the completed Contract Agreement.

The Township encourages the use of business/professional information only in all submissions.

It is acknowledged that the agreement will be reviewed and agreed upon by both parties prior to signing.

In the event that a Respondent's submission is accepted and confirmed in writing from the Township, the submission and the acceptance shall constitute a binding contract between the Successful Respondent and the Township, and the Successful Respondent shall complete the work or provision of goods and/or services as described in accordance with the provisions, specifications and conditions outlined in this document and other related documents and shall be binding upon the heirs, executors, administrators, successors and assigns of the Successful Respondent.

Acknowledgement

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

Signature

Date

6.9 Appendix I – Delivery Notice

****MANDATORY COMPLETION****

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

<p style="text-align: center;">RFP No. FIRE 20-02</p> <p style="text-align: center;">2020\2021 4X4 Pick-Up Truck</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</p> <p style="text-align: center;">Attention: Shannon Prentice</p> <p>Respondent's Company Name: _____</p> <p>Received By: _____ at the Municipal Office, On the _____ day of _____, 20__ at _____ am/pm</p> <p>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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