



**REQUEST FOR TENDER
for the purchase of One (1) New**

2016/2017 SUV/Crossover Style Vehicle

Tender Information No. BBP 17-01

Issue Date: January 13, 2017

Site Visit: N/A

Closing Date: February 15, 2017 @ 12:00 noon local time

Opening Date: February 15 @ 1:30 pm, Minden Hills Boardroom

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

Attention: Colin McKnight, CBO/MLEO/Planning Supervisor

**Last Day for
Inquiries:** February 10, 2017 by 12:00 noon

Bidder Information

Name/Company: _____

Address: _____

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

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1.0 GENERAL CONDITIONS

1.1 Tender Handling

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

1.2 Tender Submission Mandatory Requirements

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

Appendix A - Detailed Criteria

Appendix B – Experience, References & Contingencies

Appendix C- Suppliers & Subcontractors

Appendix D - Bidder Information

Appendix E - Declaration & Addenda

Appendix F- Accessibility Regulations for Contracted Services

Appendix G– Health & Safety Declaration

Appendix H - Price, Detail & Warranty Schedule

Appendix I- Guarantee of Performance/Cancellation Acknowledgement

Appendix J- Delivery Notice

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

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

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

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

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

1.3 Definitions

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

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

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

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

1.4 Tender Closing

Tenders must be received by the Township of Minden Hills on/before **12:00 noon local time on February 15, 2017.**

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

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

1.5 Tender Opening

A public opening will be held in the Township Administration Office at 7 Milne Street in Minden, 2nd floor boardroom on **February 15, 2017 at 1:30 pm.** The Successful Bidder will be notified when Council considers the Tender results at their Regular Council meeting scheduled for **March 30, 2017** or within 3 business days from receiving council approval, whichever is shortest.

1.6 Withdrawal or Alteration of Tenders

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

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

Tenders withdrawn under this procedure cannot be reinstated.

1.7 Examination of Tender Documents

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

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

1.8 Omissions, Discrepancies and Interpretations

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

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

1.9 Addenda

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

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

1.10 Acceptance or Rejection of Tender

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

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

- d) Where a change in the scope of work or specifications is required the lowest or any Tender will not necessarily be accepted. The acceptance of a Tender will be contingent upon an acceptable record of ability, experience and previous performance.

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

Each Tender shall be open for acceptance by the Township for a period of **sixty (60)** calendar days following the date of closing.

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

1.11 Tender Award Procedures

Unless stated otherwise the following procedures will apply:

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

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

Immediately after acceptance of the Tender by the Township, the Successful Bidder shall provide the Township with any required documents within fourteen (14) calendar days of the date of notification of award.

Commencement and completion dates may be altered if mutually agreed to by the Township of Minden Hills and the Successful Bidder.

1.12 Indemnification

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

1.13 Ability and Experience of Bidder

It is not the purpose of the Township of Minden Hills to award this contract to any Bidder who does not furnish satisfactory evidence of possessing the ability and

experience in this class of work and sufficient capital and plant resources to ensure acceptable performance and completion of the Tender.

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

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

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

1.14 Variation of Quantities

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

1.15 Occupational Health & Safety

The Successful Bidder must comply with all requirements set out in the *Occupational Health & Safety Act, R.S.O. 1990* and all other regulations that apply to the job at hand.

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

- a. Selected Proponents acknowledge that they have read and understood the Occupational Health and Safety Act (OHSA) (R.S.O. 1990 C. 0.1) and regulations, made under that statute.
- b. The selected Proponent shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations, the Owner and any applicable industry standards. The selected Proponent agrees to assume full responsibility for the enforcement of same.
- c. The selected Proponent shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work.
- d. The selected Proponent shall understand that its performance will be monitored and that their overall performance will be a major consideration for future contracts with the Owner. The frequency and detail of ongoing project monitoring will be dependent upon the nature of the work and safety

precautions specified.

- e. The selected Proponent shall allow access to the work site on demand to representatives of the Owner.
- f. The Owner will take all action necessary to support the selected Proponents health and safety efforts and to ensure that the Owner owned and controlled environments in the vicinity of the project are free from hazards.
- g. The selected Proponent acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Proponent or any of its sub-selected Proponents may invalidate the contract.
- h. The selected Proponent acknowledges and agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of the OHSA by the selected Proponent or any of its sub-selected Proponents will entitle the Owner to set off the damages so assessed against any monies that the Owner may from time to time owe the bidder under this contract or any other contract whatsoever.
- i. The selected Proponent shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Occupational Health and Safety Act and shall provide appropriate Material Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- j. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful selected Proponent shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The selected Proponent shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- l. The selected Proponent shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities.
- m. The selected Proponent agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the Owner.
- n. Selected Proponents with known poor safety records or with inadequate qualifications or equipment will not be considered for award.

- o. Worker safety is given first priority in planning, pricing and performing the Work;
- p. Its officers and supervisory employees have a working knowledge of the duties of a Constructor and Employer under the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
- q. Workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- r. Its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
- s. All subcontractors employed by the Successful Bidder to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

1.16 Workplace Safety Insurance Board (WSIB)

All Bidders must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage as per the *Workplace Safety and Insurance Board* on Appendix A – Detailed Criteria.

All Bidders must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage as per the *Workplace Safety and Insurance Board* on Appendix A – Detailed Criteria.

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

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

1.17 Insurance Requirements

All Bidders must indicate their ability to provide *proof of liability insurance* on Appendix A – Detailed Criteria, to insure against loss or damage resulting from bodily injury, death or damage to property.

The Successful Bidder shall provide proof of insurance, in the form of a proof of insurance certificate, indicating liability insurance with a *minimum coverage of five million dollars (\$5,000,000)*, with the Corporation of the Township of Minden Hills added as an additional insured party.

The certificate must be provided to the Township within ten (10) business days of being awarded the contract, or prior to commencement of the contract, whichever is

shortest.

1.18 Limited Liabilities

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

1.19 Bidder Expense

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

1.20 Protection of Work & Property

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

1.21 Regulation Compliance and Legislation

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

1.22 Accessibility

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

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

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

1.23 Agreement

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

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

1.24 Assignment of Contract

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

1.25 Cancellation of Contract

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

Equipment Purchases:

Time shall be of the essence of this Contract.

It is agreed by the Parties to the Contract that in case the equipment called for under the contract are not delivered, finished or completed within the time limit set forth, damage will be sustained by the Township and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damages which the Township will sustain in the event of and by any reasons of such delay and the Parties hereto agree that the Bidder will pay to the Township affected, the sum of **Two Hundred and Fifty dollars (\$250.00)**, for liquidated damages for each and every working day prescribed and it is agreed that this amount is an estimate of the actual damage to the Corporation which will accrue during the period in excess of the prescribed number of calendar days.

The Township may deduct any amount under this paragraph from any monies that may be due or payable to the Bidder on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or alternative that may be available to the Corporation.

The Bidder shall not be assessed with liquidation damages for any delay caused by Acts of God or of the Public Enemy, Acts of the Province or of any Foreign State, Fire,

Flood, Epidemics, Quarantine, Restrictions, Embargoes, Labour Disruptions, Strikes, Lockouts or delays due to such causes, then the time of delivery shall be extended for a period of time equal to the time lost to such delay.

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

1.26 Governing Laws

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

1.27 Freedom of Information

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

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

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

Clerk, Township of Minden Hills
7 Milne Street, PO Box 359
Minden, ON
K0M 2K0
Telephone (705) 286-1260

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

1.28 Tender Package Submissions Information Release to Other Bidders

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

2.0 Specific Conditions

2.1 Award

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

2.2 Multiple Submissions

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

2.3 Delivery & Execution of Work

Bidders are advised that the lead-time indicated on Appendix H – Price, Detail & Warranty Schedule, for the completed goods/services including all specified attachments, shall be determined/approved by the CBO/MLEO/Planning Supervisor.

Prior to delivery, the Successful Bidder shall coordinate a specific date, time and location with the CBO/MLEO/Planning Supervisor or designate(s).

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

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

2.4 Manufacturer's Specifications

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

2.5 Warranty

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

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

2.7 Equivalent

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

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

2.8 Harmonized Sales Tax (HST)

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

2.9 Terms of Payment

- 2.9.1** Payment will be made in response to the Successful Bidder’s invoice to the Township. The Township will not pay in part or in full until the goods/services are received. Possession will not be taken until the unit(s) meet(s) all specifications and is approved by the CBO/MLEO/Planning Supervisor or their designate(s).

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

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

2.10 Tender Selection

2.10.1 Evaluation Stages and Total Evaluation Points Available

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

Stage 1 – RFT Review (pass/fail)

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

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

Stage 2 – Rated Criteria (40 points)

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

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

Criteria	Maximum Points
Ability to meet Detailed Criteria requirements (Appendix A)	28
Ability to meet Warranty and Proximity to Minden Hills requirements (Appendix A)	6
Ability & Experience of Bidder (Appendix B)	6
Total Points	40

Stage 3 – Evaluation and Pricing (60 points)

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

Each Bidder will receive a percentage of the total possible **60** points allocated to price by dividing the Bidder’s price into the lowest Tender of the Bidders who have moved on from Stage 2.

For example, if the lowest submitted price is \$120.00, that Bidder received 100% of the points ($120/120 = 100\%$), or **60** points. A Bidder who Tenders \$150 receives 80% of the possible points ($120/150 = 80\%$) or **48** points. A Bidder who Tenders \$240 receives 50% of the possible points ($120/240 = 50\%$) or **30** points.

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

2.10.2 Total Evaluation Points Available

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

Criteria	Maximum Points
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 - Rated Criteria	40
Stage 3 - Pricing	60
Total	100

2.11 Inquiries

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

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

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

from the Township.

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

3.0 Tender Specifications

3.1 Overview

This specification covers - One (1) new 2016/17 SUV Crossover Style Vehicle intended for use in municipal building, bylaw and planning operations.

Only the major details of the vehicle are listed. It is the supplier's responsibility to deliver one (1) fully equipped vehicle that provides dependable, efficient service.

Where minimums are given, the unit must meet or exceed the capacity, size or performance specified. The vehicle shall comply with the specifications as per Appendix A – Detailed Criteria.

The vehicle's exterior colour shall be red.

3.2 Scope of Work

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

The Successful Bidder will provide ongoing regular maintenance and/or necessary repairs and servicing as required or as directed by the CBO/MLEO/Planning Supervisor or designate(s). Therefore, proximity to the Township for the provision of service maintenance and repairs will be taken into consideration in determining the Successful Bidder as per Section 2.10 of the Tender Document.

3.3 Pricing Requirements

The bid price shall be a lump sum and shall include all costs associated with the vehicle, required accessories, freight and delivery costs, and any required fees, or applications costs as required. Pricing may be provided for either a 2016 or a 2017 model vehicle(s) or for both years as per Appendix H – Price, Detail & Warranty Schedule.

3.4 General Instructions

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

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

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

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

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

APPENDIX "A"

Detailed Criteria

****MANDATORY COMPLETION****

Section 1:

All specifications as shown are *mandatory* unless otherwise specified.

Bidders may receive up to 2 Points for each mandatory item for a total of 28 Points.

Specification	Compliance Confirmation
----------------------	--------------------------------

1. **Vehicle Weight:**

G.V.W.R. shall be 1600 kg minimum

Specify: _____

2. **Engine:**

Engine shall be gasoline and

Specify: _____

have a displacement of 1.4 liter minimum

Displacement: _____

3. **Power Plant Parts:**

Transmission – shall be automatic

Specify: _____

4. **Cab:**

Shall have:

Best available standard 40/20/40 cloth seats

Yes: _____ No: _____

Floor mats - rubber

Yes: _____ No: _____

Windshield wipers - dual, intermittent wipe

Yes: _____ No: _____

Power side windows

Yes: _____ No: _____

Seat belts - as required by law

Yes: _____ No: _____

Air conditioning

Yes: _____ No: _____

Cigarette lighter & power point to be supplied

Yes: _____ No: _____

AM/FM/CD clock radio will be supplied

Yes: _____ No: _____

5. **Power and Handling:**

Shall be all wheel drive or four wheel drive or equivalent

Yes: _____ No: _____

6. **Lights:**

Shall conform to Highway Traffic Act

Yes: _____ No: _____

7. **Wheels & Tires:**

Spare wheel and tire shall be supplied. Yes: _____ No: _____

All tires shall be All Terrain steel belted radials,
or equivalent – Minimum 15”

Specify type and size: _____

8. **Other:**

Anti-freeze shall be supplied good to
-40 degrees Celsius

Yes: _____ No: _____

Block heater shall be installed

Yes: _____ No: _____

Wheel wrench shall be installed

Yes: _____ No: _____

9. **Paint:**

Interior Colour – shall be manufacturers standard

Yes: _____ No: _____

Exterior Colour – shall be Red

Yes: _____ No: _____

10. **Body:**

This shall be an SUV/Crossover type,
with four (4) doors and a rear cargo area

Yes: _____ No: _____

11. **Steering:**

Power steering shall be supplied

Yes: _____ No: _____

12. **Warranty:**

Signed warranty shall be supplied with vehicle

Yes: _____ No: _____

13. **Descriptive Literature:**

The bidder shall enclose with their Tender one (1) complete set of Factory Specifications for the vehicle(s) so that the preceding specifications can be checked.

Yes: _____ No: _____

14. **Decals:**

Dealer decals shall not be placed on the vehicle. Yes: _____ No: _____
 (checking “yes” for this item indicates Dealer compliance for this requirement)

Section 2:

2.5 Points each for mandatory item and 1 Point for each preferred Item for a total of 6 Points.

Specification		Mandatory/ Optional/NA	Bidder's Compliance		Comments
1	WSIB Clearance Certificate or proof of exemption as per section 1.16 of the RFT.	N/A	Yes	No	
2	Proof of Insurance as per section 1.17 of the RFT.	N/A	Yes	No	
3	Site Visit as per section 3 of the RFT.	N/A	Yes	No	
4	Product Warranty as per section 2.5 of the RFT.	Mandatory	Yes	No	
5	Proximity to Minden Hills for the provision of service as per Section 3.1.2 of the RFT.	Mandatory	Yes	No	Distance to the Administration Building, 7 Milne St., Minden ON, K0M 2K0: _____ Km
6	Two (2) hardcopies of the completed Tender document submitted.	Preferred	Yes	No	

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

Three (3) references and a contingency plan must be provided for the purpose of assessing the Bidder's ability and experience.

A maximum of 6 Points may be awarded.

References	
1	<p>Reference No.1 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p> <hr/> <p>Reference No.2 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p> <hr/> <p>Reference No.3 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p>
Contingency Plan	
2	<p><i>Please provide details on a contingency plan to be implemented by the Successful Bidder in the event of services disruptions due to emergency situations i.e. Spills, fire or other potentially hazardous occurrences.</i></p>

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

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

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

APPENDIX "D"

Bidder Information

****MANDATORY COMPLETION****

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

1.	Bidder's Contact Individual	
2.	Office Phone #	
3.	Toll Free #	
4.	Cellular #	
5.	Fax #	
6.	E-mail address	
7.	Website	
8.	WSIB Account #	
9.	HST Account #	
10.	1 st Emergency Contact Name	
11.	1 st Emergency Contact Phone #	
12.	2 nd Emergency Contact Name	
13.	2 nd Emergency Contact Phone #	

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

For the provision of:	A 2016/2017 SUV/Crossover Type Vehicle			
As supplied by:	_____			
	Firm Name			
	_____	_____	_____	_____
	Mailing Address	City	Prov.	Postal Code

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

The Bidder Declares:

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

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

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

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

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

Dated at _____ this _____ day of _____, 2017

 PRINT NAME OF WITNESS

 PRINT NAME OF BIDDER

 SIGNATURE OF WITNESS

 SIGNATURE OF BIDDER

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

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

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

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

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

Accessibility Training:

[The Accessibility for Ontarians with Disabilities Act, 2005 \(AODA\)](#) [Accessibility Standard for Customer Service \(ASCS\)](#) and the [Integrated Accessibility Standards Regulation \(IASR\)](#) requires all contractors and their employees who provide goods, services or facilities on behalf of the Township to receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities.

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

Training Records:

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

Accessible Procurement:

Under the General Requirement of the IASR, the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self-service kiosks or facilities, including written materials, web content and the delivery of

programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

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

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

Acknowledgement

I _____, confirm that I have read, understand and meet the requirements outlined in Appendix F - Accessibility Regulations for Contracted Services and the on-line Serve-Ability e-course.

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

Signature

Date

APPENDIX "G"
Health & Safety Declaration Form
****MANDATORY COMPLETION****

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

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

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

Date

Bidder (please print)

Signature (Authorized Agent)

Company Name

APPENDIX "H"
Price, Delivery & Warranty Schedule
****MANDATORY COMPLETION****

Details of Goods/Services to be provided:	
1) <u>Tender No. BBP 17-01:</u> One (1) New 2016/17 SUV/Crossover Style Vehicle	
2) <u>Date(s) of Execution of Goods/Services:</u> Delivery date to be determined/approved by CBO/MLEO/Planning Supervisor.	
3) <u>Vehicle Cost:</u> Bidders shall provide pricing below for either a 2016 or a 2017 SUV/Crossover Style Vehicle as specified herein and <u>may include pricing for both.</u>	
Option A - <u>2016</u> SUV/Crossover Style Vehicle	\$
H.S.T.	\$
TOTAL COST	\$
Option B - <u>2017</u> SUV/Crossover Style Vehicle	\$
HST	\$
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.)	

Bidder: _____

Date: _____

Signature: _____

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

Equipment Purchases:

Time shall be of the essence of this Contract.

It is agreed by the Parties to the Contract that in case the equipment called for under the contract are not delivered, finished or completed within the time limit set forth, damage will be sustained by the Township and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damages which the Township will sustain in the event of and by any reasons of such delay and the Parties hereto agree that the Bidder will pay to the Township affected, the sum of **Two Hundred and Fifty dollars (\$250.00)**, for liquidated damages for each and every working day prescribed and it is agreed that this amount is an estimate of the actual damage to the Corporation which will accrue during the period in excess of the prescribed number of calendar days.

The Township may deduct any amount under this paragraph from any monies that may be due or payable to the Bidder on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or alternative that may be available to the Corporation.

Acknowledgement

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

Signature

Date

APPENDIX “J”
Agreement Acknowledgement
MANDATORY COMPLETION

In the event that the Township of Minden Hills wishes to enter into a Contract Agreement with the Successful Bidder for the provision of a 2016/2017 SUV/Crossover Style Vehicle, upon final approval from Council.

The following Tender document items will form part of the agreement document:

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

The Successful Bidder hereby acknowledges, by signing below, that any information included in the Tender submission, including the Tender document, Form of Tender, 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 tender submissions. It is acknowledged that the agreement will be reviewed and agreed upon by both parties prior to signing.

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

Acknowledgement

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

Signature

Date

APPENDIX "K"

Delivery Notice

****MANDATORY COMPLETION****

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

**RFT No. BBP 17-01 2016/17 SUV/Crossover
Style Vehicle**

Deliver To:

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

Attention: Shannon Prentice

Bidder's Company Name:

Received By: _____ at the Municipal Office,

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

From: _____

(Name of Person or Organization Delivering Documents)

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