



REQUEST FOR TENDER

for the purchase and installation of a

Stand-by Generator and Concrete Pad for Sewage Pumping Station 1

Tender Information	No. EPO 18-04
Issue Date:	November 9, 2018
Site Visit:	Optional, by appointment
Closing Date:	November 23, 2018 @ 12:00 noon local time
Opening Date:	November 23, 2018 @ 2:30 pm, Minden Hills Boardroom
Address:	Township of Minden Hills 7 Milne Street, PO Box 359 Minden, ON K0M 2K0
Attention:	Ivan Ingram, Environmental and Property Operations Manager
Last Day for Inquiries:	November 20, 2018

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 Definitions

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

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

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

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

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

“**Record(s)**” shall have the meaning ascribed to it in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 as amended.

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

“**Township record(s)**” shall mean any record obtained from the Township under this Agreement and any record created by the Company in furtherance of the services provided to the Township under this Agreement.

1.2 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.

1.3 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 - Submission Requirements

Appendix B - Detailed Criteria

Appendix C - Experience, References & Contingencies

Appendix D - Suppliers & Subcontractors

Appendix E - Bidder Information

Appendix F - Declaration Form

Appendix G - Accessibility Regulations Acknowledgement

Appendix H - Health & Safety Declaration Form

Appendix I – Smoke Free Ontario Acknowledgement Form

Appendix J - Price, Detail & Warranty Schedule

Appendix K - Guarantee of Performance/Cancellation of Contract

Appendix L - Agreement Acknowledgement

Appendix M – Delivery Notice

Tenders must be submitted in a sealed envelope with Appendix M - 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.

1.4 Tender Closing

Tenders must be received by the Township of Minden Hills on/before **12:00 noon local time on November 23, 2018.**

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 (meeting room to be determined) on **November 23, 2018 at 2:30 pm.** The Successful Bidder will be notified when Council considers the Tender results at their COTW/Regular Council meeting scheduled for December 13, 2018 or within 3 business days from receiving council approval, whichever is shortest.

1.6 Withdrawal or Alteration of Tenders

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

A Bidder may withdraw or alter the Tender at any time up to the specified time and date for Tender closing by submitting a letter bearing the Bidder's signature to the authorized

representative who will mark thereon the time and date of receipt and will place the letter in the Tender box. The Bidder's name and the contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Tenders withdrawn under this procedure cannot be reinstated.

1.7 Examination of Tender Documents

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

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

1.8 Omissions, Discrepancies and Interpretations

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

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

1.9 Addenda

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

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

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

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

1.10 Acceptance or Rejection of 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. The Successful 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 or as otherwise specified in this tender document or by the Township.

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 C – Experience, References & Contingencies, to determine whether a Bidder is qualified to undertake the award;

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

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

1.14 Variation of Quantities

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

1.15 Occupational Health & Safety

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

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

- a. Selected Bidders acknowledge that they have read and understood the Occupational Health and Safety Act (OHSA) (R.S.O. 1990 C. 0.1) and

regulations, made under that statute.

- b. The selected Bidder shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations, the Owner and any applicable industry standards. The selected Bidder agrees to assume full responsibility for the enforcement of same.
- c. The selected Bidder shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work.
- d. The selected Bidder shall understand that its performance will be monitored and that their overall performance will be a major consideration for future contracts with the Owner. The frequency and detail of ongoing project monitoring will be dependent upon the nature of the work and safety precautions specified.
- e. The selected Bidder shall allow access to the work site on demand to representatives of the Owner.
- f. The Owner will take all action necessary to support the selected Bidders health and safety efforts and to ensure that the Owner owned and controlled environments in the vicinity of the project are free from hazards.
- g. The selected Bidder acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the selected Bidder or any of its sub-selected Bidders may invalidate the contract.
- h. The selected Bidder acknowledges and agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of the OHS Act by the selected Bidder or any of its sub-selected Bidders will entitle the Owner to set off the damages so assessed against any monies that the Owner may from time to time owe the bidder under this contract or any other contract whatsoever.
- i. The selected Bidder shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Occupational Health and Safety Act and shall provide appropriate Material Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- j. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful selected Bidder shall ensure that the requirements of the Occupational Health and Safety Act and associated regulations are complied with.
- k. The selected Bidder shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.

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

1.16 Workplace Safety Insurance Board (WSIB)

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

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

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

The Successful Bidder may request an extension, providing valid and reasonable claims for the request. Requests for an extension shall be made in writing or by email to the Department Head. Failure to meet the extension date as approved by the Township may result in the cancellation of the contract. Refer to Section 1.25 – Cancellation of Contract.

1.17 Insurance Requirements

All Bidders will acknowledge their ability to provide proof of insurance in accordance with this tender document, identified in Appendix A – Submission Requirements. The Successful Bidder shall provide proof of insurance, in the form of a proof of insurance certificate.

Commercial General Liability insurance applying to all operations of the Successful Bidder 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 Township of Minden Hills as an additional insured.

All Risk Property insurance coverage for construction machinery, tools, equipment and temporary facilities used by the Successful Bidder for the performance of the work.

Installation Floater to cover 100% replacement cost for the scope of this project, including testing.

Automobile Liability insurance for all licensed vehicles owned, rented and/or leased by or on behalf of the Successful Bidder or its contractor(s) while on any business connected with the Successful Bidders Work to a limit of not less than Two Million Dollars (\$2,000,000) per occurrence in respect of bodily injury, death and damage to property including loss of use thereof. The Successful Bidder shall obtain proof of insurance from its subcontractors for the vehicles they own, rent and/or lease.

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

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

Insurance must remain in effect for the duration of the contract as per the terms of this RFT document. It will be the responsibility of the Successful Bidder to provide the Township with any and all renewal certificates during this period.

1.18 Limited Liabilities

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

1.19 Bidder Expense

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

1.20 Protection of Work & Property

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

1.21 Regulation Compliance and Legislation

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

1.22 Workplace Violence and Harassment

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

1.23 Code of Conduct

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

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

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

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

1.24 Smoke Free Workplace

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

1.25 Accessibility

Under the Accessibility for Ontarians with Disabilities Act, 2005, S.O 2005, c. 11 (AODA), the Township is required to incorporate accessibility criteria, features and

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

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

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

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

1.26 Agreement

The Township reserves the right to cancel the awarding of any 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 L – Agreement Acknowledgement.

In the event that your Tender is accepted by Council and confirmed in writing from the Township, the Tender and the acceptance by Council shall constitute a binding contract between the Successful Bidder and the Township, and the Successful Bidder 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 Bidder.

1.27 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.

1.28 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-compliance, non-performance, late deliveries, inferior quality, pricing problems, etc.

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

1.29 Conflict of Interest

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

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

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

1.30 Bankruptcy

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

1.31 Governing Laws

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

1.32 Freedom of Information

Any personal information required on the 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.

1.33 Guarantee of Performance

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

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

- If the Contractor fails to perform the Work in accordance with its obligations under the Contract.
- Where any defective or faulty Work has not been remedied.
- If there exists unsatisfied claims for damages caused by the Contractor to anyone on the Site or in connection with the Work.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the Work is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

1.34 Liquidated Damages

It is agreed by the Parties to the Contract that if the Successful Bidder should neglect to execute the service(s) properly or fail to perform any provision of this Award by the required completion date as specified in Section 2.3, the Township, after **three (3)** business days written notice to the Successful Bidder, may deduct \$500/day under this paragraph from any monies that may be due or payable to the Successful 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 other alternative that may be available to the Township. Continued failure of the Successful Bidder to execute the work properly shall additionally result in a termination of Contract. The Township shall provide written notice of termination.

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

1.35 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 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 project shall be completed no later than May 31, 2019, as indicated on Appendix J – Price, Detail & Warranty Schedule, for the completed goods/services including all specified attachments, will be firm.

The Successful Bidder may request an extension, providing valid and reasonable claims for the request. Requests for an extension in delivery time or pickup date shall be made in writing or by email to the EPOM.

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

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

It is the Successful Bidder's responsibility to ensure delivery to the agreed upon location and for any inspections and/or permits required.

The Township reserves the right to change the term of the contract prior to the execution of an agreement.

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 J – 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.

The Successful Bidder shall provide the Township with all operating manuals and

warranty information upon successful completion of the project.

2.6 Equivalent

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

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

2.7 Harmonized Sales Tax (HST)

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

2.8 Terms of Payment

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

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

Accounts Payable

Township of Minden Hills

7 Milne Street, PO Box 359

Minden, ON

K0M 2K0

accountspayable@mindenhills.ca

2.9 Settlement of Disputes

Until the Contract has been terminated, the Contractor must at all times provide the Work. If there is a dispute or difference concerning the Work or the interpretation of the Contract then either party may notify the other that it wishes the dispute to be referred to a meeting with the Environmental and Property Operations Manager and the Contractor to resolve, negotiating in good faith.

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 Appendix A - Submission Requirements and deadline).

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

Stage 2 – Rated Criteria (60 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 B – Detailed Criteria and follow up of the information provided in Appendix C – Experience, 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 B)	30
Ability & Experience of Bidder (Appendix C)	30
Total Points	60

Stage 3 – Evaluation and Pricing (40 points)

Stage 3 will consist of a scoring of the pricing submitted on Appendix J – Price, Detail & 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 **40** points allocated to price by dividing the Bidder's price into the lowest tender of the short-listed Bidders.

For example, if the lowest Tender price is \$120.00, that Bidder received 100% of the points ($120/120 = 100\%$), or **40** points. A Bidder who Tenders \$150 receives 80% of the possible points ($120/150 = 80\%$) or **32** points. A Bidder who Tenders \$240 receives 50% of the possible points ($120/240 = 50\%$) or **20** points.

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	60
Stage 3 - Pricing	40
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

The Township of Minden Hills is seeking a qualified contractor to supply and install a stand-by generator and concrete pad for the Sewage Pumping Station 1, located at 27 Orde Street, Minden, Ontario.

Project completion date must be no later than May 31, 2019.

3.2 Scope of Work

The Successful Bidder will supply and install a diesel generator with the following, or equivalent, specifications:

- DSL-DGPSW100STT2D Diesel Gen Perkins Silent 100KW 600/347V 100 Amp Diesel Genset @ 347/600V 3 phase, 60Hz @ 1800rpm and includes a Perkins 1104C-44TAG2 Tier 2 Diesel Engine
- GEN-V Digital engine control with safety shutdown & AC readings, engine parameter display
- 100 Amp Main Line Breaker
- Thermostatically controlled engine heater
- 12V starting battery, rack, cables and 6Amp charger
- Radiator cooled with pusher fan and belt guards
- Super critical exhaust silencer with flex
- Signature sound attenuated weather protective enclosure
- Full load tested, CSA approved, 2 year/3000 hour warranty
- Scanner download operations and maintenance manual
- FTF-SOGE082-1 900 litre double wall CUL certified sub-base fuel tank
- External fill and vent openings, rupture alarm, gauge and flexible fuel lines connected to the generator
- ECT-AP3 Staticraft Remote Annunciator EA 8-30VDC three wire remote annunciator flush mount panel that fits a 2 x 4 box and includes two LED lights for a common alarm and engine running with an audible alarm and a silence button
- ATS-ATH3LDA30600BSC Auto Transfer Switch 600A 208V 3P EA
- Time delays for ES, NE, EN, EC and TDN
- Plant exerciser digital display of V, HZ
- Status indication LED
- NeMA-1 enclosure
- CSA approved
- One year standard warranty

An engineered concrete pad shall be constructed to accommodate the size of the generator and must be built in accordance with the current Ontario Building Code or other applicable regulations, if required.

3.3 Other Bidder Responsibilities

The Successful Bidder shall be responsible for the following:

- Supplying and installing a new 100 amp, 600 volt automatic transfer switch, with all interconnections required between generator and existing infrastructure
- Providing a connection from the generator unit's common fault alarm to the pump station dialer
- Scheduling of the Manufacturer to be on site for start-up and commissioning of generator unit
- Providing the permit from the Electrical Safety Authority to the Township
- Excavating and backfilling of a required trench, from the Sewage Pumping Station 1 to the generator unit
- Providing an engineered concrete pad for the generator.
- Providing the Certificate of Approval from the Ministry of the Environment and Climate Change (MOECC) to the Township

3.4 Testing and Training

The Contractor shall provide for and schedule the initial start-up, testing and staff training of the generator unit during the Township's normal business hours, being Monday to Friday 8:30 AM to 4:30 PM. The specific date and time will be scheduled with the EPOM.

3.5 Township Responsibilities

The Township will be responsible for providing access to the Site.

3.6 Utilities

Specifications for utilities are described in section 3.3 above.

3.7 Pricing Requirements

The fees and pricing for the generator and required accessories shall include freight and delivery costs, Electrical Safety Authority permit application and required fees, as well as any required fees or application costs for the Certificate of Approval and any costs required for the completion of the concrete pad.

3.8 Site Visit

A site visit is optional and may be scheduled by contacting Ivan Ingram, Environmental and Property Operations Manager directly at 705-286-1260 ext. 216 or by email at iingram@mindenhills.ca.

3.9 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 Submission Requirements

MANDATORY COMPLETION

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

Specification	Mandatory/ Optional/NA	Bidder's Compliance <small>(see also WSIB & Insurance Acknowledgement below)</small>
1 WSIB Account #: _____ As per section 1.16 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2 Insurance requirements as described in section 1.17 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
2 Product/Workmanship Warranty as described in section 2.5 of this document.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>
3 Site visit as described in section 3.7 of this RFT document.	Optional	Yes <input type="checkbox"/> No <input type="checkbox"/>
4 One (1) additional hardcopy of the completed Tender document submitted. (NOTE - One (1) hardcopy is mandatory).	Preferred	Yes <input type="checkbox"/> No <input type="checkbox"/>

WSIB and Insurance Acknowledgement

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

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

and Insurance certificate(s) in accordance with this Tender document.

Signature

Date

Appendix B Detailed Criteria

MANDATORY COMPLETION

2.5 Points for each *mandatory* item for a total of 30 Points

Specification	Mandatory/ Optional	Alternative Permitted	Bidder's Compliance	Comments
1 Supply and installation of one (1) Generator as follows: - Diesel Gen Perkins Silent 100Kw 600/347V 100Kw 100 Amp Diesel Genset @ 347/600V 3 phase, 60Hz @ 1800rpm including a Perkins 1104G-44TAG2 tier 2 - Gen-V Digital engine control with safety shutdowns and AC readings, engine parameter display - 100 Amp main line breaker - thermostatically controlled engine heater - 12V starting battery, rack, cables & 6 Amp charger - radiator cooled with pusher fan and belt guards - super critical exhaust silencer with flex - signature sound attenuated weather protective enclosure - full load tested - CSA approved - 2 year/3000 hour warranty - scanner download operations and maintenance manual	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2 Supply and installation of a FTF-SOGE082-1 900 litre double wall CUL Certified base fuel tank as per Section 3.2	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3 Supply and installation of an ECT-AP3 Staticraft Remote Annunciator EA 8-9Vdc 3 wire remote annunciator flush mount panel as per Section 3.2	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	

4	Supply and installation of an ATS-ATh3LDA30600BSC Auto Transfer Switch 600A 208V 3P EA as per Section 3.2	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5	Excavation and backfill of a trench as per Section 3.3	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
6	Supply and installation of a new 100 amp, 600 volt automatic transfer switch as per Section 3.3	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
7	Provision of a connection from generator common fault alarm to pump station dialer as per Section 3.3	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
8	Generator Manufacturer on site for start-up and commissioning of unit as per Section 3.3	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
9	Electrical Safety Act permit as per Section 3.3	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
10	Provision of an engineered concrete pad	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
11	Provision of a Certificate of Approval from the MOECC	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
12	Provision of initial start-up, training and testing of the generator as per Section 3.4	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	

Appendix C Experience, References & Contingencies

MANDATORY COMPLETION

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

The Bidder **shall also submit, with this document**, a brief **summary** that outlines and defines their technical competence, experience on similar projects, proven performance, and availability of dedicated experienced personnel for the duration of the project, ability to perform within time constraints, location and/or local knowledge, professional independence/integrity and managerial ability.

A maximum of 30 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 service and/or delivery disruptions due to emergency situations i.e. Spills, fire or other potentially hazardous occurrences.</i></p>

Appendix D 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 E Bidder Information

****MANDATORY COMPLETION****

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

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

**Appendix F
Declaration Form**

****MANDATORY COMPLETION****

For the provision of:	Stand by Generator and Concrete Pad for Pumping Station #1
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.

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

Dated at _____ this _____ day of _____, 2018

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 G Accessibility Regulations Acknowledgement

MANDATORY COMPLETION

Accessibility Training:

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

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

Web links for information and training purposes are provided below:

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

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

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

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

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

Training Records:

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

Accessible Procurement:

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

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

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

Acknowledgement

I _____, confirm that:

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

Signature

Date

**Appendix H
Health & Safety Declaration Form**

****MANDATORY COMPLETION****

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

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

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

Date

Bidder (please print)

Signature (Authorized Agent)

Company Name

Appendix I
Smoke Free Ontario Act Contractor Acknowledgement Form

****MANDATORY COMPLETION****

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

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

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

Date

Bidder (please print)

Signature (Authorized Agent)

Company Name

Appendix K Guarantee of Performance/Cancellation of Contract

****MANDATORY COMPLETION****

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

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

- If the Contractor fails to perform the Work in accordance with its obligations under the Contract.
- Where any defective or faulty Work has not been remedied.
- If there exists unsatisfied claims for damages caused by the Contractor to anyone on the Site or in connection with the Work.
- Where there are affidavits of claim of lien, or liens filed against the site and premises on which the Work is done or being done, or reasonable evidence of the probable filing of such affidavits of claim of lien or of filing or registration of liens.

Acknowledgement

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

Signature

Date

Appendix L 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 Janitorial Services for the Township of Minden Hills, 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, J, K, L.

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

Acknowledgement

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

Signature

Date

**Appendix M
Delivery Notice**

****MANDATORY COMPLETION****

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

**RFT No. EPO 18-04 Stand by Generator and Concrete Pad
for Pumping Station #1**

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 _____, 2018 at _____ am/pm

From: _____

(Name of Person or Organization Delivering Documents)

Bidder's Contact information for communique from the Township:

Contact Individual: _____

Contact e-mail: _____

Contact phone: _____

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