



CONTRACT NO. S2010-07

**FOR THE SUPPLY AND DELIVERY OF
ONE (1) NEW UTILITY TRACTOR**



REQUEST FOR PROPOSAL

CONTRACT NO. S2010-07 FOR SUPPLY AND DELIVERY OF ONE (1) NEW UTILITY TRACTOR

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CLOSING DATE AND TIME: Proposals will be received by Ms. Kim Coates, A.M.C.T., Clerk, Township of Scugog, 181 Perry Street, P.O. Box 780, Port Perry, ON, L9L 1A7, until 2:00 p.m. on **Wednesday, September 8, 2010**, in sealed envelopes clearly marked as to contents.

PUBLIC OPENING: Proposals will be opened at 2:05 p.m. on Wednesday, September 8, 2010, in the Main Boardroom at the Municipal Office.

CONTACT: Please refer to Section B.3 of this document.

PART A - FORM OF PROPOSAL

**CONTRACT NO. S2010-07 FOR SUPPLY AND DELIVERY OF ONE (1)
NEW UTILITY TRACTOR**

*PLEASE USE INK OR TYPEWRITER
INITIAL EACH PAGE AT THE BOTTOM*

NAME OF FIRM

STREET ADDRESS

CITY, PROVINCE

POSTAL CODE

PHONE NUMBER

FAX NUMBER

G.S.T. REGISTRATION NUMBER

NAME OF PERSON SIGNING FOR FIRM

POSITION OF PERSON SIGNING FOR FIRM

Proposals Received by:

Ms. Kim Coates

Clerk

Township of Scugog

181 Perry Street, P.O. Box 780

Port Perry, ON L9L 1A7

UNTIL 2:00 PM ON WEDNESDAY, SEPTEMBER 8, 2010

A.1 TECHNICAL SPECIFICATIONS

This specification is for one (1) new 2010 utility tractor. The machine shall be the manufacturer’s heaviest duty model, meeting or exceeding the requirements set out below. All items and components shall be of a standard production model and not modified for bid purposes.

The Proponent shall specify the make, model and year of the wheel loader:

Make: _____

Model: _____

Year: _____

The Proponent shall fill in each blank in the PROPONENT’S PROPOSAL column in the table below with either:

- A check mark (✓) on the line to indicate the item being proposed is exactly as specified in the SPECIFICATIONS column; or
- A description to indicate any deviation from the item specified in the SPECIFICATIONS column. Any deletions, additions or variations from the specifications must be noted.

The Proponent must complete every space in the PROPONENT’S PROPOSAL column to receive maximum consideration.

<u>SPECIFICATIONS</u>	<u>PROPONENT’S PROPOSAL</u>		
	YES	NO	SPECIFY
1. Engine:			
Manufactured by the equipment manufacturer	_____	_____	
1.6 litre, 3 cylinder diesel engine	_____	_____	
Minimum 35 horse power	_____	_____	
Direct fuel injection system	_____	_____	

SPECIFICATIONS

PROPONENT'S PROPOSAL

YES NO SPECIFY

Auto bleed fuel system

Duel element air filter with air restriction indicator

2. *E-Hydro Transmission:*

Infinite ground speeds to match the speed of the tractor to job

Twin touch foot pedals

3. *Mid PTO:*

2100 RPM controls front or mid mounted equipment

4. *Mechanical Front Wheel Drive:*

Push button engagement

62 degree turn angle

5. *Front Blade:*

60 inches mold board

Hydraulic lift and angle

6. *Cab:*

Manufactured by the equipment manufacturer

ROPs certified

Tinted tempered glass

Front windshield wiper

SPECIFICATIONS

PROPONENT'S PROPOSAL

YES NO SPECIFY

Fan/heater

Directional defroster fan

7. Loader:

Includes necessary mounting frame/brackets and hoses

1550mm (61") heavy duty bucket with holes for cutting edge

1550mm (61") replaceable bucket cutting edge with hardware

Hood guard

8. Backhoe:

Includes necessary mounting frame/brackets and hoses

0.64 cu. ft. bucket

1.33 cu. ft. bucket

Minimum reach of 7'6"

9. Forks:

42" regular duty shaft type forks

10. Maintenance:

Extended life coolant/antifreeze allows for up to 5 years between changes

Minimum change interval of 500 hours for transmission oil

SPECIFICATIONS

PROPONENT'S PROPOSAL

YES NO SPECIFY

Change interval of 250 hours for engine oil

Optional Extended Warranty Package for entire machine, available at time of purchase, for:

Price to be quoted separately in Section A.2 below

• 3 years or specified hours ->

_____ hours

• 5 years or specified hours ->

_____ hours

Optional Service Agreement for entire machine, available at time of purchase, for:

Price to be quoted separately in Section A.2 below

• 5 years

• 10 years

11. *Mandatory Items:*

The Proponent shall meet the following mandatory requirements. Proposals not meeting these specifications may be rejected.

The machine shall be supplied with a signed copy of the manufacturer's standard warranty that shall be in effect from the in-service date.

The machine shall be supplied with one (1) complete set of parts, service, and operation manuals.

SPECIFICATIONS

PROPONENT'S PROPOSAL

YES NO SPECIFY

The machine shall meet or exceed all federal, provincial and local health, safety, lighting and noise standards at the time of delivery. In particular, the machines shall be road legal, in accordance with the *Highway Traffic Act* and shall meet or surpass the most recent issue of the Canadian Motor Vehicle Safety Regulation.

The machine shall be delivered clean, with a full tank of fuel and all other fluids filled to capacity as recommended by the manufacturer.

The Company (dealer) shall provide the 100 and 500 hour service calls free of charge. All costs incurred, including mileage and travel time to and from the Township's site, shall be the Company's responsibility.

The Company (dealer) shall provide up to one (1) full day of factory and industry related training on the operation and maintenance of the machine, to the satisfaction of the Township. All costs incurred, including mileage and travel time to and from the Township's site, shall be the Company's responsibility.

A.2 PRICE PROPOSAL

The Proponent hereby offers to supply and deliver one (1) new utility tractor and accessories as specified in this Document at the price named herein, in accordance with the invitation, instructions, general conditions, specifications and any special conditions, terms and conditions, stated herein:

ITEM	DESCRIPTION	PRICE (excluding GST/PST/HST)
1.	One (1) new 2010 utility tractor in accordance with the specifications stated in Section A.1*	\$ _____
2.	Trade-in allowance for:	
	a) one (1) 2006 Terex TX760B backhoe	\$ _____
	b) one (1) 1992 John Deere 855 tractor	\$ _____
3.	Optional Item – Extended Warranty Coverage (including all costs for mileage and travel time to and from the Township’s site):	
	i) Three (3) Years (or other specified time)	\$ _____
	ii) Five (5) Years (or other specified time)	\$ _____
4.	Optional Item – Service Agreement (including all costs for mileage and travel time to and from the Township’s site):	
	i) Initial five (5) year term	\$ _____
	ii) Renewal for additional five (5) years at the end of the initial five (5) year term	\$ _____

* Amount read out at the public opening

Terms of payment (discounts for quick payment, if available – Note: Not a basis for award):

Guaranteed delivery or completion date upon receipt of purchase order:

A.3 WARRANTY AND SERVICE

The Proponent shall state the length, time and conditions of warranty, or attach a copy of the manufacturer's warranty statement to the Proposal:

The Proponent shall state how the manufacturer handles repetitive problems that occur after the warranty period:

The Proponent shall state the capability of the dealer, in terms of qualifications, service vehicles, parts supply, etc., to repair the machine on site, so as to minimize downtime for the Township.

Guaranteed maximum response time for repair calls: _____

Guaranteed maximum parts delivery time: _____

In such cases where the location of the successful Proponent makes it impractical to perform subsequent warranty and check-up service, it shall

be the successful Proponent's responsibility to make arrangements with an authorized dealer acceptable to the Township.

A.4 REFERENCES

The Proponent shall provide at least two (2) current references for similarly supplied and delivered equipment:

CUSTOMER NAME	COMPANY NAME AND PHONE NO.	EQUIPMENT DESCRIPTION	MFG. YEAR
_____	_____	_____	_____
_____	_____	_____	_____

A.5 ADDENDA

The Proponent shall note all addenda received prior to the Closing Time and Date:

Last Addenda Received: No: _____ Date: _____
No: _____ Date: _____
No: _____ Date: _____

A.6 OFFER AND DECLARATIONS

In signing this Proposal, we hereby offer to supply and deliver one (1) new utility tractor, as specified in the Documents for Contract No. S2010-07, for the price shown in Section A.2 above.

By submitting this Proposal, the undersigned hereby agrees with all the terms, conditions and specifications required by the Township in this Request for Proposal, and declares that the attached Proposal and pricing are in conformity therewith. If its Proposal is accepted, the Proponent agrees that all provisions set forth herein will become binding as a formal contract upon the fulfillment of all conditions precedent set forth herein. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this Proposal on behalf of the Proponent.

Dated this _____ day of _____, _____.

SIGNATURE OF AUTHORIZED SIGNING OFFICER
(AFFIX CORPORATE SEAL TO SIGNATURE)

PRINT NAME OF ABOVE SIGNING OFFICER

POSITION IN FIRM

NAME OF FIRM

SIGNATURE OF WITNESS
(NOT REQUIRED IF CORPORATE SEAL IS USED)

PART B - INSTRUCTIONS TO PROPONENTS

CONTRACT NO. S2010-07 FOR SUPPLY AND DELIVERY OF ONE (1) NEW UTILITY TRACTOR

B.1 INTRODUCTION

The Township has issued this Request for Proposals to solicit Proposals for the supply and delivery of one (1) new utility tractor in accordance with the terms, conditions and specifications of this Document.

B.2 DEFINITIONS

Wherever the first letter of a term set out in the text of this Document is capitalized, the term shall have the meaning defined below:

Closing Date and Time – The time and date specified in Section B.5.

Company – The person, firm or corporation, and its successors and assigns, to whom the Township has awarded the Contract.

Contract – The purchase order authorizing the Company to complete the Work, purchase order alterations, the Document and addenda, and the Proposal.

Document – This Request for Proposal issued by the Township soliciting Proposals to complete the Work.

Proponent – The person, firm or corporation submitting a Proposal to the Township.

Proposal – An offer by a Proponent in response to this Document.

Subcontractor – A person, firm or corporation having a contract with the Company for any part of the Work.

Township – The Township of Scugog, its successors and assigns.

Work – All labour, materials, products, articles, equipment, fixtures, services, supplies, and acts required to be done, furnished or performed by the Company, which are the subject of the Contract.

B.3 TOWNSHIP CONTACT

The Township Contact for this Contract is Mr. Craig Breen, Operations Manager [fax (905) 985-9914, telephone (905) 261-3212 and email cbreen@scugog.ca]. From time to time, the Township Contact may designate an alternate.

B.4 SUBMISSION OF PROPOSALS

Proponents shall complete, in full, all blanks on **Part A – Form of Proposal** and return the completed form in a sealed envelope prior to the Closing Time and Date. The envelope shall only have the following label (or reasonable facsimile) affixed and no other marking:

Ms. Kim Coates, A.M.C.T.
Clerk
Township of Scugog
181 Perry Street, P.O. Box 780
Port Perry, ON L9L 1A7

CONTRACT NO. S2010-07 – SUPPLY AND DELIVERY OF ONE (1) NEW
UTILITY TRACTOR

NAME OF PROPONENT: _____

ADDRESS: _____

Proposals shall not be restricted or qualified by a statement added to **Part A – Form of Proposal** or by a covering letter, or by alterations to **Part A – Form of Proposal** supplied.

Proposals shall be signed in ink by a designated signing officer of the Proponent. Joint Proposals shall be signed and addressed by each Proponent.

Proposals shall be legible, written in ink or typed. Erasures, over-writing or strikeouts shall be initialled by the person signing on behalf of the Proponent.

B.5 CLOSING TIME AND DATE

Proposals will be received by the Township Clerk at the above-noted address until **2:00 p.m. (local time) on Wednesday, September 8, 2010**. Proposals received after the Closing Time and Date will not be considered and will be returned unopened.

B.6 CLARIFICATION AND ENQUIRY

The Proponent shall be responsible to clarify any details in question before submitting its Proposal. All official correspondence and questions regarding this Document shall be directed to the Township Contact. Inquiries must be received in writing by mail, fax or e-mail by **4:30 p.m. on Friday, September 3, 2010**.

The Township will issue any alterations to the Document as written addenda. The Proponent shall list all addenda considered in preparing the Proposal on **Part A – Form of Proposal**.

The Township will assume no responsibility for oral instruction or suggestion. Any information given, other than in writing, shall not in any way alter the Document. No officer, agent or employee of the Township is authorized to alter orally any part of this Document.

Should a dispute arise from the terms and conditions of any part of the Document or the Contract, regarding meaning, intent or ambiguity, the decision of the Township shall be final.

B.7 DELIVERY

The Work described in the Contract shall be completed by the Company as soon as possible, and prior to the date guaranteed on **Part A – Form of Proposal** for delivery or completion after a Contract is received. The Company shall be responsible for arranging the Work so that delivery/completion shall be as specified in the Contract. Time shall be material and of the essence for the Contract.

A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment supplied, shall accompany each delivery. Receiving by any person shall not bind the Township to accept this Work, or the particulars of the delivery ticket or piece tally.

The completed Work shall be delivered F.O.B. freight pre-paid to the Township of Scugog Port Perry Depot, 1350 Reach Street, Port Perry, Ontario. If there is a freight or transportation increase prior to delivery, the additional cost shall be at the Company's expense. All equipment and accessories shall be mounted and operable at the time of delivery.

Prior to delivery, the machine and any attachments shall be serviced by the successful Proponent (or dealer) in accordance with the manufacturer's standard new equipment "make-ready" recommendations (dealer pre-delivery inspection). Factory pre-delivery will not be accepted.

B.8 SAMPLES

Upon request, samples shall be submitted in accordance with instructions. Samples requested subsequent to the opening of Proposals shall be delivered within three (3) working days following such request, unless additional time is granted by the Township. Samples shall be submitted free of charge and will be returned upon request at the Proponent's expense, provided they have not been destroyed by tests, or are not required for comparison purposes. Samples submitted shall be accompanied by current Material Safety Data Sheets (MSDS), where applicable.

The Township shall accept samples at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the Contract.

B.9 SPECIFICATIONS AND ALTERNATIVES

The purpose of the specifications in **Part A – Form of Proposal** is to indicate certain minimum requirements in terms of capacity, size, strength, construction and other details for the machine. The Company shall be responsible to deliver a fully equipped vehicle to provide dependable and efficient service.

Since manufacturers may change specifications from time to time, the Township reserves the right to accept minor deviations from the specifications herein, provided that the proposed Work meets or exceeds required performance, functionality and compatibility.

Throughout the product specifications defined in **Part A – Form of Proposal**, where specific manufacturers' models/components/parts/

accessories have been identified without “or equivalent”, the Proponent shall supply these specified name brand products or the Proposal may be rejected.

Where specific manufacturers’ models/components/parts/accessories have been identified as “or equivalent” in **Part A – Form of Proposal**, the Proponent(s) may propose alternative products. If an alternative is proposed, the Proponent shall submit a complete product specification of the proposed equivalent to the Township Contact at least five (5) working days prior to the Closing Time and Date. Should the Township require a product demonstration, product trial or additional supporting documentation in order to determine the acceptability of the proposed equivalent, the requesting Proponent(s) shall furnish the same by no later than three (3) working days of the Township’s request, otherwise, the proposed equivalent equipment will not be considered. Any opinion or decision regarding the use of a proposed alternative rendered by the Township shall be final.

Should the proposed equivalent be acceptable, an addendum will be issued to all Document takers advising of the addition of the alternative. The Closing Time and Date will be adjusted, if necessary, to allow additional time from the issuance of the addendum. Should the proposed equivalent be deemed unacceptable, the requesting Proponent(s) will be provided written notice by no later than two (2) working days prior to the Closing Time and Date.

B.10 PRICE

Prices shall be stated on the **Part A – Form of Proposal**, quoted separately for each item identified, F.O.B. the delivery location specified in Section B.7, in Canadian Funds. Prices shall include all applicable duties, taxes, fees and charges attributable to the Work, with the exception of GST/HST, which shall be noted separately. Prices shall not be subject to adjustment for any cost of the Work to the Company. Prices shall be firm for the duration of the Contract.

Payment shall be full compensation for all costs related to the Work, including operating and overhead costs to provide Work to the satisfaction of the Township. Prices shall include all incidental costs and the Company shall be deemed to be satisfied as to the full requirements of the Proposal. No claims for extra Work will be entertained unless authorized in writing prior to commencement.

If the Proponent intends to manufacture or fabricate any part of the Work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

Should any additional tax, duty or any variation in any tax or duty imposed by the Government of Canada or the Province of Ontario become directly applicable to the Work subsequent to the submission of the Proposal, and before the delivery of the Work covered by the Contract issued by the Township, an appropriate increase or decrease in the price of the Work shall be made to compensate for such changes as of the effective date thereof.

B.11 REFERENCES

The Proponent shall provide, on applicable spaces in **Part A – Form of Proposal**, a minimum of two (2) references that have been supplied with similar Work as requested in this Document within the past five (5) years. The Township may disqualify Proponents, at its sole discretion, receiving adverse performance/service and/or quality ratings by references given or by other references contacted.

B.12 BID SECURITY

No bid security is required.

B.13 SURETY

No surety is required.

B.14 WITHDRAWAL OF PROPOSAL

Proponents will be permitted to withdraw their Proposals unopened after they have been deposited if such request is received in writing prior to the Closing Time and Date. Proposals shall be irrevocable for 60 days after the Closing Time and Date.

B.15 “NO BID”

Invitees choosing not to submit a Proposal are requested to complete and return the **Part C – “No Bid” Form**. Completion of this form will assist the Township in determining the type of goods, services and/or projects firms are interested in bidding on in the future.

B.16 ACCEPTANCE OR REJECTION OF PROPOSALS

The Township reserves the right to accept or reject any or all Proposals in whole or in part, to waive minor irregularities or omissions, and to accept any Proposal considered in its best interests. The lowest or any Proposal may not necessarily be accepted.

The Proponent may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed Subcontractor, to complete the Work within the specified timeframe. The Township reserves the right to reject any Proposal where satisfactory evidence is not furnished.

More than one (1) Proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered.

The placing in the mail or delivery to the Proponent's shown address given in the Proposal of a notice of award to a Proponent by the Township shall constitute notice of acceptance of Contract by the Township to the extent described in the notice of award.

B.17 AWARD OF CONTRACT

The Township intends to award the Contract to the responsive and responsible Proponent whose Proposal is most advantageous to the Township. Factors that will be considered in evaluating the Proposals include:

- Price proposal in **Part A – Form of Proposal**;
- Conformity with the technical specifications in **Part A – Form of Proposal**;
- Delivery time;
- Fleet continuity and compatibility;
- Demonstrated ability of the Proponent and any proposed Subcontractors to complete the Work on time and in a satisfactory manner;
- Past performance and service reputation and capability of the Proponent and its staff and/or services;
- Past customer satisfaction and relationship with the Proponent and its staff and/or services; and
- Any other relevant criteria listed elsewhere in this Document.

The Township may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

The Township will calculate the Net Cost of the Proposal as: purchase price of the new machine minus (-) trade-in allowance plus (+) purchase price of any/all optional items. All Proponents shall specify a trade-in amount in **Part A – Form of Proposal**. A value of \$0 may be inserted if the Proponent is not interested in the trade-in option, and it shall be assumed the Township shall retain the used equipment with a \$0 trade-in value. The following pieces of equipment are proposed for trade-in:

- 2006 Terex TX760B loader/backhoe
- 1992 John Deere 855 tractor w/ loader/backhoe attachments

Proponents may arrange for an inspection of the used machines prior to **12:00 noon on Friday, September 3, 2010** with the Township Contact. The Township reserves the option to trade-in, sell to a third party or retain ownership of the used machine based on its sole determination of which option is most advantageous to the Township.

The Township shall be the sole judge in evaluating the Proposals and awarding the Contract. Contract award is subject to Township Council approval.

B.18 DISCLOSURE

The price for the new machine will only be announced at the public opening. After opening the Proposals, the Township will only accept written requests for the results.

B.19 CONTRACT

This Document forms part of the Contract. The Contract and portions thereof take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply Work that is fit, suitable and complete for the Township's intended use.

None of the conditions contained in the Proponent's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Township and specified in the Contract.

B.20 TERMS OF PAYMENT

Payment terms shall be net 30 days after delivery, pursuant to receipt of the Company's invoice, fulfillment of the Contract requirements and acceptance of the Work.

Payments made, including final payment, shall not relieve the Company from its obligations or liabilities under the Contract. Acceptance by the Company of the final payment shall constitute a waiver of claims by the Company against the Township, except those previously made in writing in accordance with the Contract and still unsettled. The Township reserves the right to withhold from any amount otherwise payable to the Company sufficient monies to remedy any defect or deficiency in the Work pending its correction.

B.21 UNPAID ACCOUNTS

The Company shall indemnify the Township from all claims arising out of unpaid accounts relating to the Work. The Township shall have the right at any time to require satisfactory evidence that the Work in respect of which any payment has been made or is to be made by the Township is free and clear of all liens, attachments, claims, demands, charges or other encumbrances.

B.22 PATENTS AND COPYRIGHTS

The Company shall, at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the Work or any part thereof constitutes an infringement of any patent, copyright or other proprietary right. The Company shall pay to the Township all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis, incurred for this purpose.

The Company shall pay all royalties and patent license fees required for the Work.

If the Work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the

Township the right to continue using the Work or shall at the Company's expense, replace the infringing items with non-fringing Work or modify them so that the Work no longer infringes.

B.23 ASSIGNMENT AND SUBCONTRACTING

The Company shall not assign or subcontract the Contract or any portion thereof without the prior written consent of the Township.

B.24 WORKPLACE SAFETY AND INSURANCE BOARD

All of the Company's personnel must be covered by the insurance plan under the *Workplace Safety and Insurance Act, 1997*. Upon request by the Township, an original Letter of Good Standing from the Workplace Safety and Insurance Board (the Board) shall be provided prior to the commencement of Work indicating that all payments by the Company to the Board have been made. Prior to final payment, a Certificate of Clearance must be issued, if requested, indicating all payments by the Company to the Board in conjunction with the subject Contract have been made and that the Township will not be liable to the Board for future payments in connection with the Company's fulfilment of the Contract. The Company shall provide further Certificates of Clearance or other types of certificates upon request.

B.25 INSURANCE

The Company shall maintain and pay for Comprehensive General Liability insurance including premises and all operations. This insurance coverage shall be subject to limits of not less than \$1,000,000.00 inclusive per occurrence for Third Party Bodily Injury and Property Damage or such other coverage or amount as may be requested.

The policy shall include the Township as an additional named insured in respect of all operations performed by or on behalf of the Company. A certified copy of such policy or certificate shall be provided to the Township prior to commencement of the Work, if requested. The Company shall provide further certified copies upon request.

B.26 LIABILITY

The Company agrees to defend, fully indemnify and save harmless the Township from all actions, suits, claims, demands, losses, costs, charges

and expenses whatsoever for all damage or injury including death to any person and all damage to any property which may arise directly or indirectly by reason of a requirement of the Contract, save and except for damage caused by the negligence of the Township or its employees.

The Company agrees to defend, fully indemnify and save harmless the Township from any and all charges, fines, penalties and costs that may be incurred or paid by the Township if the Township or any of its employees are made a party to any charge under the *Occupational Health and Safety Act* in relation to any violation of the Act arising out of this Contract.

B.27 SAFETY

The Company shall be responsible for being aware of all governing regulations related to employee health and safety, including the Township's Health and Safety Policy and Procedures (copy available upon request). The Company shall keep employees and Subcontractors informed of such regulations.

B.28 CHANGES IN THE WORK

The Township reserves the right to make changes to the Work without invalidating the Contract. When a change causes an increase or decrease in the Work, the Contract amount shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices, by an amount agreed upon between the Township and the Company. All such changes shall be in writing and approved by the Township before initiating the change in Work.

B.29 CORRECTION OF DEFICIENCIES

The Work shall be subject to inspection and approval by the Township prior to acceptance. The Township will inspect the Work prior to or when delivered to determine if it has been supplied and delivered in accordance with the specifications of the Document. If deficiencies exist, the Township reserves the right to:

- Direct the Company to immediately correct deficiencies or replace the Work provided at no additional cost to the Township;
- Failing immediate action by the Company, correct the deficiencies and deduct from payment to the Company the total costs incurred; or

- Cancel the Contract where, in the opinion of the Township, it has been determined that the deficiencies are substantial and cannot be remedied through repairs or modifications to the Work supplied.

The Township will not accept any Work showing a lack of proper pre-delivery service. No invoice will be processed for payment until the Work passes safety inspection.

B.30 SUSPENSION OF WORK

The Township reserves the right to suspend performance of the Work for such reasonable period of time as the Township determines is necessary and notifies the Company. Save to the extent any such suspension arises from default by the Company, the Township shall pay to the Company the reasonable extra expenses incurred by the Company arising from the suspension, provided that in no event will the Township be liable to the Company for loss of profit, interest lost or any other damages or loss occasioned to the Company by reason of any such Work suspension. Such extra expenses shall be supported by audit, if necessary, carried out by auditors acceptable to the Township, prior to payment.

The resumption and completion of the Work after the suspension shall be governed by a schedule established by the Township.

B.31 CONTRACT CANCELLATION

The Township reserves the right to cancel any uncompleted or unperformed portion of the Work or part thereof. In the event of such cancellation, the Township and the Company may negotiate a settlement. The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portion(s) of the Work.

B.32 DEFAULT BY COMPANY

The Township may, without notice, terminate the Contract if:

- The Company commits any act of bankruptcy;
- A receiver is appointed on account of insolvency or in respect of any of property of the Company; or
- The Company makes a general assignment for the benefit of its creditors.

The Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract for default if the Company:

- Fails to comply with any request, instruction or order of the Township;
- Fails to pay its accounts;
- Fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities relating to the Work;
- Fails to carry out the Work with skill and diligence;
- Assigns or sublets the Contract or any portion thereof without the Township's prior written consent;
- Refuses to correct defective Work; or
- Is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract.

Any termination of the Contract by the Township shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, it is entitled to:

- Take possession of all Work in progress, materials and construction equipment then at the project site, at no additional charge for the retention or use of the construction equipment, and finish the Work by whatever means the Township may deem appropriate under the circumstances;
- Withhold any further payments to the Company until the Work is completed to the Township's satisfaction and the expiry of all obligations under Section B.29; and
- Recover from the Company any loss, damage and expense incurred by the Township by reason of the Company's default, which may be deducted from any monies due or becoming due to the Company, less any balance to be paid by the Company to the Township.

B.33 LAWS AND REGULATIONS

Proposals will be called, received, evaluated, accepted and processed in accordance with the Township's Procurement By-law No. 122-07. By submitting a Proposal to complete this Work, the Proponent agrees to be bound by the terms and conditions of this by-law and any amendments thereto.

The Company shall comply with relevant Federal, Provincial and Municipal statutes, regulations and by-laws pertaining to the Work and its completion. The Company shall be responsible for ensuring similar compliance by its suppliers and Subcontractors.

The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

B.34 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

All correspondence, documentation, and information provided shall become the property of the Township, and as such, is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, and may be subject to release pursuant to the Act.

B.35 COSTS

The Township shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of, the acceptance or non-acceptance by the Township of any Proposal, or cancellation of the procurement process.

B.36 IRREGULARITIES

The following irregularities will be dealt with as specified below:

Irregularity	Response
Late Proposals	Proposal will not be accepted and will be returned unopened
Envelope not sealed, properly identified or has other marking affixed	Proposal will not be accepted
Proposals not completed in ink or typed	Automatic rejection
Original ink signature missing from signature page	Automatic rejection
Proposals qualified or restricted by an attached or added statement	Automatic rejection
Proposals received on forms other than those provided in the request	Automatic rejection
Part Proposals	Automatic rejection

Irregularity	Response
Proposals containing minor clerical errors	Two (2) working days to correct and initial errors. The Township reserves the right to waive initialling and accept the Proposal.
Proposals with minor uninitialled changes (e.g. Proponent's address is amended by over-writing but not initialled)	Two (2) working days to initial changes. The Township reserves the right to waive initialling and accept Proposal.
Unit prices have been changed but not initialled	Two (2) working days to initial changes. The Township reserves the right to waive initialling and accept Proposal.
Other mathematical errors which are not consistent with unit prices	Two (2) working days to initial corrections as made by the Township. Unit prices shall govern and the Proposal will be corrected accordingly. The Township reserves the right to waive initialling and accept Proposal as corrected.
Failure to return the documents as specified	Automatic rejection where complete documents specified
Isolated pages are missing	Two (2) working days to supply the missing pages where in the opinion of the Township the missing page(s) would not directly affect the Proposal submitted. The Township reserves the right to waive the extra pages and accept the Proposal, or to reject the Proposal outright.
Proposals with major mistakes in calculations	Decision on a case by case basis
Withdrawal of Proposals	Request received after the Closing Time and Date not allowed
Tie Proposals	<p>The Township may, depending on the situation:</p> <ul style="list-style-type: none"> • Use a coin toss to select a recommended Proposal; • Request the tied Proponents to submit new Proposals; or • Negotiate with the tied Proponents to break the tie.

PART C - "NO BID" FORM

**CONTRACT NO. S2010-07 FOR SUPPLY AND DELIVERY OF ONE (1)
NEW UTILITY TRACTOR**

NAME OF FIRM: _____

INSTRUCTIONS

Please complete and return this form if you are unable or do not wish to submit a Proposal on this Contract. State your reason for not submitting by marking "yes" or "no" in the applicable line or by explaining briefly in the space provided. It is not necessary to return any other documents. Just return this completed form in a sealed envelope prior to the Closing Date and Time.

	Yes/No
1. We do not manufacture/supply this commodity	_____
2. We do not manufacture/supply to this specification	_____
3. Unable to quote competitively	_____
4. Cannot handle due to present plant loading	_____
5. Quantity/job too large	_____
6. Quantity/job too small	_____
7. Cannot meet delivery/completion requirements	_____
8. Agreements with distributors/dealers do not permit us to sell directly	_____
9. Licensing restrictions	_____

Other reasons or additional comments:

Do you wish to bid on these goods/services in the future? Yes/No