



**The Corporation of the Township of Chisholm**

**Request for Proposals**

**For**

**Supply of Backhoe**

Request for Proposals No.: **CH-2021-05**

**Tender Closing Date:** THURSDAY, JUNE 10<sup>TH</sup>, 2021

**Tender Closing Time:** 3:00 P.M. LOCAL TIME

**Tender Opening Time:** 3:15 P.M. LOCAL TIME  
THURSDAY, JUNE 10<sup>TH</sup>, 2021  
Those wishing to participate in tender opening can  
call the teleconference line  
1-855-343-6177, and dial the Conference Id#:  
5125690.

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## **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Proponents**

This Request for Proposals (“RFP”) is an invitation by the Township of Chisholm (“the township”) to prospective proponents to submit proposals for the provision of one (1) backhoe, as further described in the RFP Particulars (Appendix D) (the “Deliverables”).

The Township of Chisholm is requesting proposals from qualified and certified dealers for the supply and delivery of one (1) new backhoe.

### **1.2 RFP Contact and Respondents' Questions**

#### **1.2.1 RFP Contact**

For the purposes of this procurement process, the township’s “RFP Contact” will be:

**Walter Ross, Operations Superintendent  
705-499-4782**

Respondents should only contact the RFP Contact directly where specifically instructed to in this RFP.

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the township, other than the RFP Contact. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

#### **1.2.2 Respondents' Questions**

Prior to the Deadline for Questions, respondents may ask questions or seek additional information in relation to this RFP.

### **1.3 Type of Contract for Deliverables**

The selected Proponent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the township’s intention to enter into a contract with only one (1) legal entity.

#### 1.4 RFP Timetable

Issue Date of RFP	Friday May 28, 2021
Deadline for Questions	Thursday June 10, 2021 @ noon
Deadline for Issuing Addenda	Tuesday June 8, 2021
Submission Deadline	Thursday June 10, 2021 @3:00 p.m.
Anticipated Execution of Agreement	Wednesday June 22 2021

The RFP timetable is tentative only, and may be changed by the township at any time.

#### 1.5 Submission of Proposals

##### 1.5.1 Proposals to be Submitted at the Prescribed Location

Proposals must be submitted to the following location:

Township of Chisholm  
2847 Chiswick Line  
Powassan ON P0H1Z0

##### 1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the SubmissionDeadline. Subject to the process described below, proposals submitted after the Submission Deadline will be rejected.

##### 1.5.3 Proposals to be Submitted in Prescribed Format

Proponents should submit two (2) hard copies of their proposal enclosed in a sealed package that is prominently marked with the RFP title and number and the full legal name and return address of the proponent.

##### 1.5.4 Withdrawal or Amendment of Proposals

Proposals are non-binding and may be withdrawn at anytime prior to entering into a contract for the provision of the Deliverables. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The township is under no obligation to return withdrawn proposals.

If a proponent wishes to amend an already submitted proposal prior to the Submission Deadline, the proponent may withdraw the proposal and submit a new proposal prior to the Submission Deadline.

[End of Part 1]

## **PART 2 – EVALUATION**

### **2.1 Stages of Evaluation and Negotiation**

The township will conduct the evaluation of proposals and negotiations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals that fail to satisfy the mandatory submission requirements will be excluded from further consideration. The mandatory submission requirements are as set out below.

#### **2.2.1 Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

#### **2.2.2 Pricing Form (Appendix C)**

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

#### **2.2.3 Other Mandatory Submission Requirements**

**N/A**

### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

#### **2.3.1 Mandatory Technical Requirements**

The township will review the proposals to determine whether the mandatory technical requirements as set out in Section C of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the township as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

#### **2.3.2 Rated Criteria**

The township will evaluate each qualified proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix D).

### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

## **2.5 Selection of Top Ranked Proposal**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3), the top-ranked proponents will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected Proponent will be the Proponent with the lowest price. The selected Proponent will be notified in writing and will be expected to enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the Proponent and the selection of another Proponent or the cancellation of the RFP.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 References and Past Performance**

In the evaluation process, the township may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the township or other institutions.

#### **3.1.5 Information in RFP Only an Estimate**

The township and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Proposal to be Retained by the township**

The township will not return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The township makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The township may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.2 Communication after Issuance of RFP**

#### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The township is under no obligation to provide additional information, and the township is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The township is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

#### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the township, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the township. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

#### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the township determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the township may extend the Submission Deadline for a reasonable period of time.

#### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, the township may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the RFP Particulars (Appendix D). The township may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the township and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any



debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

The township may disqualify a proponent for any conduct, situation or circumstances, determined by the township, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in the Submission Form (Appendix B).

### **3.4.2 Disqualification for Prohibited Conduct**

The township may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the township determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.3 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.4 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.5 No Lobbying**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

### **3.4.6 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the township; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### 3.4.7 Past Performance or Past Conduct

The township may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the township, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.
- (d) the proponent has not complied with and/or satisfactorily performed the requirements of a previous Contract

### 3.5 Confidential Information

#### 3.5.1 Confidential Information of the township

All information provided by or obtained from the township in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the township and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the township; and
- (d) must be returned by the proponent to the township immediately upon the request of the township.

#### 3.5.2 Confidential Information of Proponent

Proponents are advised that the township is governed by Ontario's *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") and information submitted to the township in response to this RFP may be subject to disclosure under MFIPPA. A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the township and is advised to consult with their own legal advisors regarding the appropriate way to identify such information. The township will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the township to advise or assist with the RFP process, including the evaluation of bids. If a proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **3.6 Procurement Process Non-binding**

#### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the township will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to solicit non-binding proposals for consideration by the township and may result in an invitation by the township to a Proponent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the Proponent and the township by this RFP process until the execution of a written agreement for the acquisition of such goods and/or services.

#### **3.6.3 Non-binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the township to enter into an agreement for the Deliverables.

#### **3.6.4 Cancellation**

The township may cancel or amend the RFP process without liability at any time.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

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## APPENDIX A – FORM OF AGREEMENT

The Corporation of the Township of  
Chisholm Purchase Order Terms and  
Conditions

### **1. Terms of Agreement**

The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions, and other information, whether physically attached or incorporated by reference (collectively the “Agreement”), constitutes the entire and exclusive Agreement between The Corporation of the Township of Chisholm (“Township”) and the vendor (“Vendor”) identified in the purchase order. The Vendor’s electronic acceptance, acknowledgement of this purchase order, or commencement of performance constitutes the Vendor’s acceptance of these terms and conditions. Notwithstanding the foregoing, if a master agreement covering procurement of the goods or services described in the purchase order exists between the Vendor and the township, the terms of such master agreement shall prevail over any inconsistent terms herein.

### **2. Provision of Goods and Services**

Goods and services shall be (a) free from defect; (b) fit for their intended purpose or application; and (c) provided strictly in accordance with the relevant specification. Services shall be provided with all due skill and care and in accordance with industry recommended standards and practices.

### **3. Acceptance Testing**

All goods or services must pass a Township inspection and testing protocol for safety, performance and compliance with the specifications prior to acceptance by the township. If the goods or services fail to perform as specified or by regulations, the Vendor will repair or replace the same at no cost to the township. Payment or partial payment by the township shall be conditional upon the goods or services passing acceptance testing and, where applicable, first use. In the event that goods cannot be brought into compliance, the township in its sole discretion may require the removal of the goods at the expense of the Vendor and a rebate in full of any payment previously made.

### **4. Warranty**

The Vendor will pass through any applicable manufacturer’s warranty to the benefit of the township. If any such manufacturer’s warranty is not assignable, the Vendor shall assist the township in pursuing any warranty claim with the manufacturer on the township’s behalf. The warranty for goods commences on the latter of the day the township takes physical possession of the goods or the day the goods have been installed by the Vendor and is valid for the longer of twelve (12) months or the length of the Vendor’s, or the manufacturer’s, standard warranty period. The warranty for services commences on the day of completion of the services and is valid for twelve (12) months.

### **5. Laws of Ontario**

The Vendor shall comply with the laws of Ontario in the provision of the goods or services, including but not limited to, the Occupational Health and Safety Act. If the Vendor is in breach of an Ontario statute, the township may terminate the Agreement, in whole or in part, without incurring liability for any costs, fees, charges or surcharges of any kind whatsoever.

### **6. Payment**

Payment to the Vendor shall be made within thirty (30) days of the latter of: (a) receipt by the township of a correctly prepared invoice; or (b) acceptance by the township of the goods or services. The township may withhold payment, in whole or in part, to such extent as may be necessary to protect the township from loss due to: (a) claims filed or reasonable evidence indicating probable filing of claims

related to the contract; (b) defective work not remedied; or (c) damage to Township property incurred in the provision of the goods and services.

**7. Termination for Default**

If the Vendor fails to comply with the requirements of the Agreement, the township, without prejudice to any other remedy for breach of contract, by written notice sent to the Vendor, may notify the Vendor that they are in default of their contractual obligations and instruct the Vendor to correct the default within a specified time. If the default cannot be corrected within the specified time, the Vendor shall be in compliance with the township's instructions if the Vendor: (a) commences correction of the default within the specified time; and (b) provides the township with a schedule acceptable to the township for such correction; and (c) corrects the default in accordance with such schedule. If the Vendor fails to correct the default in the time specified or subsequently agreed upon, without prejudice to any other right or remedy the township may have, the township may: (a) correct such default and deduct the cost thereof from any payment then or thereafter due to the Vendor; or (b) terminate the Vendor's right to continue with the contract in whole or in part, or terminate the Agreement.

**8. Indemnification**

The Vendor agrees to indemnify and save harmless the township, its employees and agents, from any and all claims, demands, actions, damages, losses or property damage arising directly or indirectly from the provision of the goods or services, or arising from any occurrence occasioned, whether in whole or in part, whether directly or indirectly, by any act, breach, omission, fault, default or negligence of the Vendor or those for whom it is in law responsible, unless it was caused by the negligence or wilful act of an employee of the township while acting within the scope of his or her employment.

**9. Insurance and WSIB**

The Vendor shall procure and maintain commercial general liability for all aspects of their operations in the provision of goods or services against claims for personal injury, bodily injury or property damage or loss, indemnifying and protecting the township, Township personnel, the Vendor, and Vendor personnel, to the inclusive limit of not less than Five Million Dollars (\$5,000,000.00) on a per occurrence basis. The vendor shall procure and maintain automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a motor vehicle liability policy to the inclusive limit of not less than Two Million Dollars (\$2,000,000) on a per occurrence basis for bodily injury, death and damage to property, covering all vehicles owned or leased by the Supplier.. The Vendor shall be registered and in good standing with WSIB. At the request of the township, the Vendor shall furnish an appropriate certificate of insurance and WSIB clearance certificate.

**10. Assignment**

The Vendor will not assign the Agreement, or any part thereof, without the prior written approval of the township, which approval may be withheld by the township, in its sole discretion, or may be given subject to such terms and conditions as the township may impose.

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

### 2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the township and the proponent unless and until the township and the proponent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### 4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that the pricing information provided is

accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

## 5. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

## 6. Conflict of Interest

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

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the township in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the township within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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**7. Addenda**

The proponent is deemed to have read and taken into account all addenda issued by the township prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by:

Listing the addenda numbers \_\_\_\_\_ to \_\_\_\_\_

or if no addenda were issued by writing the word "None", on the following line \_\_\_\_\_

**8. Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the township to the advisers retained by the township to advise or assist with the RFP process, including the evaluation of this proposal.

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Signature of Witness

---

Signature of Proponent Representative

---

Name of Witness

---

Name of Proponent Representative

A witness signature is required when the proponent is not a corporation

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.



## APPENDIX C – PRICING FORM

### 1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### 2. Evaluation of Pricing

Pricing is worth **65** points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\textit{lowest price} \div \textit{proponent's price} \times \textit{weighting} = \textit{proponent's pricing points}$$

**3. Pricing Form**

Description	Qty	Unit	Extended
Backhoe	1	\$	\$
		HST 13%	
		TOTAL	

<b>Year / Make / Model</b>	
<b>New or Demo</b>	
<b>Lead time (Calendar days)</b>	

<b>Trade In Value for Townships current Backhoe – call Walter Ross for details.</b>	\$
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<b>Approximate Re-sale value of quoted machine in 7 years</b>	
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Additional Prices for optional accessory items. Purchase quantities are not guaranteed.

Thumb attachment installed, OEM Branded. Minimum 7" width, suitable length for bucket size.	\$
Powertrain and Associated Parts Extended Warranty plans up to 5 years / 5000 hours, where available.	\$
Sweeper attachment, minimum width 96"	\$

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

The Township of Chisholm is requesting proposals from qualified and certified dealers for the supply one (1) backhoe. New 2020 or 2021 model year and demonstrator units will be considered, at the discretion of the township, providing total engine hours are very low.

#### **Delivery**

The successful bidder is required to provide delivery and unloading of the new units at the township Public Works yard.

#### **Manuals**

The successful bidder is required to provide one hard copy and one electronic copy of the operator and repair service manuals.

#### **Servicing Information**

The successful bidder is required to provide a complete set of all serviceable filters, part numbers, recommended interval for maintenance, current vendor pricing and approximate lead time for stock. Including at minimum: engine oil filter, hydraulic filters, transmission filters, fuel filters and fuel/water separators, HVAC filter, and all other serviceable filters available.

#### **Training**

The successful bidder will provide training for all technicians and operators on site before the unit(s) are put into service. The training must include: vehicle orientation, safety systems, daily servicing locations, basic operator controls and functions.

#### **Preventative Maintenance**

The vendor is required to complete the first regularly scheduled engine oil filter change, with any required preventative maintenance as per the Original Equipment Manufacturers recommendation at the township garage. This will take place during regular business hours on a weekday with Township staff being present for the purpose of training and discussion of best practices for servicing the equipment. The vendor will provide all required filters for this service and there will be no additional cost to the township.

### B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFP, if any, are set out below.

Delivery will be required within a maximum of 60 days of receipt of purchase order. Liquidated Damages in the amount of \$75.00 per day per vehicle will be charged for all late deliveries. The Lead times stated in response to Rated Criteria D2 Lead times will be used to determine when liquidated damages may start to be claimed.

### C. MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this RFP, if any, are set out below.

Bidders must provide full details including brochures, specifications or cut sheets to confirm that the items quotes meets or exceeds the minimum technical requirements outlined in the specifications.

Specification Requirements	<i>Complies</i>
<b>1. BASIC</b>	
a. The equipment shall meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulation.	Yes ___ No ___
b. Backhoe shall have a minimum digging depth of 17'11" (5442 mm) with extendible stick.	Yes ___ No ___
c. Loader Bucket Dump Reach at Maximum Angle to be minimum 2'8"	Yes ___ No ___
<b>2. ENGINE</b>	
a. Engine must comply with U.S. EPA Tier 4 Final / EU Stage IV off road emission requirements.  Specify Engine Make / Model / Displacement:	Yes ___ No ___
b. Engine net peak power @ 1800 rpm shall be at least 105 HP (78kW) according to SAE J1349.  Specify engine net peak power rating:	Yes ___ No ___
c. Net peak torque at 1400 rpm shall be not less than 322 ft-lb with approximately 46% torque rise according to SAE J1349.  Specify engine net peak torque rating and torque rise:	Yes ___ No ___
d. Engine compartment side panels shall have standard noise reduction and heat control insulation.	Yes ___ No ___
e. Unit shall be equipped with a turbocharger, four cylinders, direct injection diesel engine with high strength, cast iron alloy single block design for high strength and long life.	Yes ___ No ___
f. The engine shall have three-ring pistons made of lightweight, silicon/aluminium alloy for strength and maximum thermal conductivity.	Yes ___ No ___
g. The engine shall have a high pressure, direct injection fuel system providing accurate fuel delivery.	Yes ___ No ___
h. Engine shall have a fuel filtration rating of no more than 10-micron for the primary fuel filter / water separator.	Yes ___ No ___
i. Engine shall have a secondary fuel filter with a rating of no more than 4-microns.	Yes ___ No ___

Specification Requirements	Complies
j. Engine shall be equipped with electric fuel priming pump as standard equipment.	Yes ___ No ___
k. Engine and backhoe shall be equipped with cold weather package for starting by utilizing standard glow plugs, an intake heater or equivalent means, without using ether.	Yes ___ No ___
l. Engine shall be equipped with a standard block heater.	Yes ___ No ___
m. Engine shall be protected to a minimum -45 degrees C with extended life antifreeze.	Yes ___ No ___
n. Engine cooling fan shall have a heavy-duty guard that fully prevents human contact while in operation.	Yes ___ No ___
o. Coolant circulation shall be provided by a heavy duty water pump.	Yes ___ No ___
p. Engine shall be equipped with an alternator that has a charging capacity of approximately 150 amperes.	Yes ___ No ___
q. Engine shall be equipped with two maintenance-free batteries, each with minimum 800 CCA.	Yes ___ No ___
r. Engine shall be equipped with a 12-volt direct-electric starting and charging system.	Yes ___ No ___
s. Machine shall be equipped with a standard battery disconnect switch.	Yes ___ No ___
t. Engine air filter shall have a pre-cleaner and a dust ejector.	Yes ___ No ___
u. Engine shall have variable-speed, hand and foot governor controls.	Yes ___ No ___
v. Unit must include programmable auto idle shutdown feature	Yes ___ No ___
w. Engine shall have a full flow spin-on type oil filter	Yes ___ No ___
x. Backhoe joystick shall be equipped with a quick idle down feature that lowers the engine speed.	Yes ___ No ___
y. Machine shall have Automatic Engine Speed Control that reduces engine speed when the backhoe is not in use. This will conserve fuel and lower emission noise	Yes ___ No ___
<b>3. POWERTRAIN &amp; TRANSMISSION</b>	
a. Transmission, differentials, and hydraulics shall have separate fluid reservoirs.	Yes ___ No ___
b. 4WD shall be pendulum mounted, grease-free with sealed for life kingpins, able to be engaged "on-the-go" while under load or any operating condition.	Yes ___ No ___
c. 4WD shall be engaged at any time by activating a switch on front console. An operator shall be able to activate the switch while the machine is moving or stopped, also with or without a load	Yes ___ No ___
d. Units shall be equipped with a transmission disconnect	Yes ___ No ___

Specification Requirements	Complies
button on the gear shifter and loader control to allow full engine power to the loader.	
e. Transmission shall be serviced and supported by the machine manufacturer.	Yes___No___
f. Transmission shall have spin-on type oil filter	Yes___No___
g. Shall be equipped with a rear differential lock	Yes___No___
h. The automatically shifting transmission shall have a manual override switch to allow the operator full control over the gear selection.	Yes___No___
i. Unit shall be equipped with a torque converter temperature gauge.	Yes___No___
j. Unit shall have a high gear speed of no less than 40.0 kph.	Yes___No___
k. Unit shall have minimum 4 forward gears, 3 reverse gears, and a fully automatic shifting transmission.	Yes___No___
l. Transmission should utilize a lock up torque converter in high gear.	Yes___No___
m. Planetary Drive shall have four reduction (sun gears) in the front drive.	Yes___No___
<b>4. STEERING</b>	
a. Machine shall have hydrostatic steering.	Yes___No___
b. Standard variable speed steering for quicker turning	Yes___No___
c. Steering knob shall be included on standard steering wheel for ease of steering.	Yes___No___
d. Hydraulic system shall have priority feed.	Yes___No___
e. Adjustable tilt steering wheel provided.	Yes___No___
<b>5. BRAKES</b>	
a. Brake mode selector switch to allow the ability use 4 wheel brakes with 2WD mode.	Yes___No___
b. Parking/secondary brakes shall be independent of the service brake system, allow operator complete control for a modulated stop, and shall be applied and adjusted from the cab without the need for specialty tools.	Yes___No___
c. Foot-operated brake pedals shall be able to be interlocked for roading.	Yes___No___
d. Service brakes shall be hydraulically boosted for low pedal efforts.	Yes___No___
e. Brakes shall be inboard oil-immersed, hydraulically actuated, multiple discs on final drive input drive shaft.	Yes___No___
f. Service brakes shall be fully self-adjusting.	Yes___No___

Specification Requirements	<i>Complies</i>
<b>6. HYDRAULIC SYSTEM</b>	
a. Machine shall have an electronically controlled variable displacement load sensing, axial piston pump for low idle lifting and maximum durability.	Yes ___ No ___
b. Hydraulic pump shall be rated at minimum 40gpm	Yes ___ No ___
c. Hydraulic system shall be matched to maximum hydraulic pump pressure under maximum load.	Yes ___ No ___
d. Closed-center implement valves shall be standard	Yes ___ No ___
e. Unit shall contain flow sharing valves to allow for machine multifunction	Yes ___ No ___
f. Supply hose to the pump shall be protected high within the chassis and not vulnerable to puncture.	Yes ___ No ___
g. Backhoe hydraulic lines shall be fastened and constrained from hanging low within the chassis, preventing hoses from damage.	Yes ___ No ___
h. Machine shall be able to reach maximum lift capacity at any engine speed.	Yes ___ No ___
i. Front optional auxiliary hydraulic circuit (3rd valve) shall be provided, capable of operating additional attachments such as broom, multipurpose bucket, snowplow blade, or other common tools.	Yes ___ No ___
j. Rear optional auxiliary hydraulic circuit shall be provided, capable of operating hammers, compactors, cold planers, augers, thumbs, side tilt couplers and other work tools	Yes ___ No ___
k. Pilot control valves for loader and backhoe operation.	Yes ___ No ___
l. A continuous flow button for the Integrated Tool Carrier shall be available to allow the operator to set the auxiliary hydraulic flow at any flow setting needed.	Yes ___ No ___
m. A continuous flow control for the rear aux valve shall be available to allow the operator to set the auxiliary hydraulic flow at any flow setting needed.	Yes ___ No ___
n. Combination auxiliary lines shall be available for both one way or two way flow	Yes ___ No ___
o. Hydraulic system shall have a replaceable filter that is easily accessible for service.	Yes ___ No ___
p. All hydraulic hoses restrained by rubber grommets and steel band clamps shall have full protective coverage by the rubber grommet, preventing cuts and chaffing by the band clamps.	Yes ___ No ___
q. The hydraulic tank capacity shall be such that there is a reserve capacity when all cylinders on the unit are extended	Yes ___ No ___

Specification Requirements	Complies
r. Hydraulic tank shall include a sight level gauge	Yes ___ No ___
s. Hydraulic tank shall include a standard 110V plug in heater, and powered by the same receptacle as the as the engine block heater	Yes ___ No ___
t. Shall have heavy-duty hydraulic oil cooler, sufficient capacity to ensure proper cooling, in all applications requiring continuous oil flow.	Yes ___ No ___
u. Front hydraulic quick coupler, with dual locks, installed.	Yes ___ No ___
v. Rear mechanical quick coupler installed.	Yes ___ No ___
w. Front and rear hydraulic quick disconnect fittings must be connect under pressure style, with protective caps.	Yes ___ No ___
x. All exposed hydraulic quick couplers shall have dirt covers, to be supplied on both male and female ends of the loader and backhoe	Yes ___ No ___
y. All exposed hydraulic quick couplers shall have attachments for protection when not in use.	Yes ___ No ___
<b>7. AXLES, WHEELS, TIRES</b>	
a. Front axle shall be pendulum mounted, permanently sealed and lubricated	Yes ___ No ___
b. Rear axle shall have differential lock with "on-the-go" engagement.	Yes ___ No ___
c. Machine shall be 4WD	Yes ___ No ___
d. 4WD front axle shall have a minimum static load rating of 50,000 lbs.	Yes ___ No ___
e. Rear axle shall have a minimum static load rating of 50,000 lb.	Yes ___ No ___
f. The final drives shall be heavy-duty outboard planetary type, distributing loads over three gears sealed in separate oil compartments for long-life and minimum service	Yes ___ No ___
g. Heavy-duty rear axle shall be semi-floating with self-adjusting inboard brakes.	Yes ___ No ___
h. Front axles shall have sealed king pin and center pendulum bearings.	Yes ___ No ___
i. Driveshaft universal joints shall be maintenance free.	Yes ___ No ___
j. 4WD Tires shall be no less than 340/80-18 12PR (front) and 500/70-24 12PR (rear) with radial tires.	Yes ___ No ___
k. All valve stems to be protected by metal valve stem covers	Yes ___ No ___
l. OEM front fenders that articulate with the tires for maximum coverage shall be installed.	Yes ___ No ___
m. Auto Ride-Control shall be included to smooth the ride under all operating conditions. Township operations requires vehicles to	Yes ___ No ___



Specification Requirements	Complies
travel under power frequently to locations within the township.	
<b>8. LOADER BUCKET</b>	
a. Loader bucket shall be approximately 1.3 cubic yard capacity, general purpose bucket.	Yes___No___
b. Loader shall incorporate a bumper system to protect front machine and engine components.	Yes___No___
c. Loader arm torque tube shall be constructed such that it is welded to each side of each loader arm section, providing maximum strength with minimal weld stress.	Yes___No___
d. Twin tool carrier cylinders mounted, with standard extra plumbing and parallel lift	Yes___No___
e. Loader bucket shall be suitable for general purpose with heavy-duty characteristics including high strength wear material in the leading edges of the lower side corners, equalling the material properties of the base cutting edge.	Yes___No___
f. Loader bucket base cutting edge shall be specially hardened steel, achieving Rockwell hardness of 50 or greater.	Yes___No___
g. Loader bucket shall have at least a 2-piece bolt-on cutting edge for serviceability.	Yes___No___
h. Loader bucket shall be self-levelling for truck loading spoil and equipped with a bucket tilt indicator.	Yes___No___
i. Minimum dump Height at Maximum Angle 8'9".	Yes___No___
j. Counter weight included approximately 1000 lbs.	Yes___No___
<b>9. BACKHOE</b>	
a. Backhoe bucket shall be <b>minimum 36"</b> wide heavy duty design	Yes___No___
b. Backhoe shall be center-pivot type complete with hydraulic stabilizers.	Yes___No___
c. Per SAE standards, rated bucket digging force shall be approximately 14,000 lb with an extendible stick.	Yes___No___
d. Backhoe shall have a minimum cushioned swing arc of 180 degrees.	Yes___No___
e. Per SAE J31, backhoe stick lifting ability at 8 ft shall be no less than 5,000 lb with a fully retracted extendible stick.	Yes___No___
f. All sticks shall be thumb-ready with thumb cylinder mounts and stops standard. Thumb must be able to be added without welding.	Yes___No___
g. Extendible stick shall be self-lubricating, adjusted with shims, and require no grease.	Yes___No___
h. Boom cylinder shall be exterior mounted for serviceability.	Yes___No___

Specification Requirements	Complies
i. Stick cylinder shall be exterior mounted for serviceability.	Yes ___ No ___
j. Boom guard protection plate to be installed.	Yes ___ No ___
k. Boom and stick shall be weld repairable.	Yes ___ No ___
l. Backhoe shall be equipped with a swing transport lock.	Yes ___ No ___
m. Backhoe shall be equipped with a boom lock that can be controlled from the seat.	Yes ___ No ___
n. Pattern changer shall be available for switching Backhoe and Excavator control patterns with an electric switch, located within the operator's station	Yes ___ No ___
o. Backhoe controls shall be available as pilot operated joystick controls with a standard pattern changer for SAE excavator or ISO backhoe control patterns.	Yes ___ No ___
p. Auxiliary controls shall be controlled by an electro-hydraulic thumb roller	Yes ___ No ___
q. Auto-up stabilizer controls shall be available.	Yes ___ No ___
r. Stabilizer guards shall be available to protect stabilizer cylinders from damage	Yes ___ No ___
s. Backhoe shall have stabilizer lock valves as standard equipment.	Yes ___ No ___
t. Flip over stabilizer pads shall have a dirt grouser.	Yes ___ No ___
u. Stabilizers shall be able to lift the machine high enough to clear tires, on concrete with street pads.	Yes ___ No ___
<b>10. SERVICEABILITY</b>	
a. Engine oil, transmission oil, hydraulic oil, brake fluid, washer fluid, coolant, engine air filter, and engine air filter monitor shall all be consolidated service points, accessible under the hood with loader arms down.	Yes ___ No ___
b. The batteries shall be easily accessible by removing a panel, or within a toolbox, etc.	Yes ___ No ___
c. Unit shall come standard with machine jump posts	Yes ___ No ___
d. The swing frame shall have replaceable bushings installed in the pin joints for the boom, swing cylinder rod ends and swing post.	Yes ___ No ___
e. Swing cast shall utilize serrated pins and dimpled bearings for grease rotation	Yes ___ No ___
f. The hydraulic tank shall have an accessible drain through a petcock and drain hose, without need for hand tools.	Yes ___ No ___
g. The rear axle shall have a means to inspect brake pad wear through a check port or equivalent.	Yes ___ No ___
h. The machine will be equipped with an electronic diagnostic port within the operator station, allowing service codes to be	Yes ___ No ___

Specification Requirements	Complies
downloaded and electronic parameters to be adjusted.	
i. Fuel tank shall contain a debris screen	Yes ___ No ___
j. Machine fault codes shall be accessible from LCD screen	Yes ___ No ___
k. The unit shall be provided with a master electrical disconnect switch.	Yes ___ No ___
l. Equipment must include Groenveld CPL auto greasing system for all serviceable grease points.	Yes ___ No ___
m. Must include extra pail of winter rated grease for refilling auto greaser system, and include suitable hand pump for operator to refill as required.	Yes ___ No ___
<b>11. OPERATORS STATION</b>	
a. Operator shall have complete control to disable, or lock, the backhoe Pilot Controls with a single switch on the console.	Yes ___ No ___
b. Machine shall come standard with horn and audible back up alarm.	Yes ___ No ___
c. The governor pedal shall be hinged and mounted to the floor for maximum pedal positioning control.	Yes ___ No ___
d. Engine RPM shall also be controlled by electronic rotary dial	Yes ___ No ___
e. LCD Home Screen shall display the gear, total machine hours, rpm, battery voltage, and torque converter oil temperature. LCD screen should also show totals menu, service menu, and settings menu.	Yes ___ No ___
f. Unit shall have a lighted instrument panel located on the right side of the cab so that it is visible from both loader and hitch operating positions. Indicator lights to include, fuel water separator, engine warning, action light, remote throttle active, AESC (Automatic Engine Speed Control), economy mode, forced regeneration, DEF level gauge, low battery/charging system warning, engine oil temperature, torque converter oil temperature and wait to start	Yes ___ No ___
g. Machine shall include fully enclosed cab for operator.	Yes ___ No ___
h. Inside cab mounted mirrors required: convex rear view from driving position, convex front view from backhoe position	Yes ___ No ___
i. Outside cab mounted mirrors required: left and right side view heated convex mirrors facing rearward from driving position.	Yes ___ No ___
j. Inside cab, fold down sunvisor for front driving position.	Yes ___ No ___
k. Shall include standard AM/FM/Bluetooth radio and speakers.	Yes ___ No ___
l. Cab shall include 4 front and 4 rear working lights.	Yes ___ No ___
m. Backhoe stick to have 2 adjustable work lights.	Yes ___ No ___
n. Machine shall have stop and turn signals with flashing	Yes ___ No ___

Specification Requirements	Complies
hazard lamps visible from front and rear.	
o. Cab roof shall have total of 4 beacon lights installed. The front and rear of the cab will each have 1-amber and 1-blue.	Yes___No___
p. The beacon lights will be switched from inside the cab utilizing OEM auxiliary switches where available. Blue and amber will be individually switched.	Yes___No___
<b>q. Any aftermarket lights are to be wired direct to the machine utilizing fuses or circuit breakers and are to be easily accessible. Beacon lights connected by means of power point or temporary connectors are not permitted.</b>	Yes___No___
r. Cargo net liner shall be available for additional storage inside the cab where available.	Yes___No___
s. Operator's compartment shall come equipped with a standard air suspension seat that can be adjusted in the fore/aft position and has a lever that controls the release for rotation at 180 degree swivel from anywhere on a sliding track mechanism.	Yes___No___
t. The seat shall be able to swivel 180 degrees in a single motion without contacting the steering wheel or pilot control pods.	Yes___No___
u. Cab shall have air conditioner that provides the operator with a choice of fresh outside air drawn through filters or recirculating cab air with HVAC recirculation selector	Yes___No___
v. Cab shall have an adjustable heat settings	Yes___No___
w. Cab shall include factory-installed heater/defroster with multiple speed blower with the control in reach from the front and rear of the machine.	Yes___No___
x. Operator's compartment shall feature laminated safety glass or equivalent where available.	Yes___No___
y. All removable glass panels shall be flat glass or equivalent for easy and low cost service.	Yes___No___
z. All rear window sections shall open upwards and store overhead with outside portion facing upwards to keep water droplets and dirt from falling on operator.	Yes___No___
aa. Front and rear windshield wipers/washers shall be standard.	Yes___No___
bb. Cab shall have a front window visor that extends entire width of window	Yes___No___
cc. Operator station shall include minimum one drink holder.	Yes___No___
dd. Storage/toolbox mounted externally to be provided.	Yes___No___
<b>12. OTHER REQUIREMENTS</b>	
a. Any aftermarket wiring or connections must be identified and	Yes___No___

Specification Requirements	<i>Complies</i>
a schematic provided if required.	
b. Vendor must have on-call service technician available to respond for warranty or other vehicle issues in a timely matter. Provide details on vendor supplied document.	Yes___No___
<b>13. WARRANTY</b>	
a. Bumper to bumper warranty provided by OEM for minimum 12 months / unlimited hours	Yes___No___
b. Provide all warranty documents/parchments on delivery of the unit(s), including a quick reference sheet for all included coverage plans.	Yes___No___

#### D. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.1 Build/Durability/Extra Options	5	N/A
D.2 Lead Time	10	N/A
D.3 Operator Evaluations	10	N/A
D.4 Service and Support	10	N/A
<b>Pricing</b>	65	N/A
<b>Total Points</b>	100	N/A

Each Proponent is to provide the following information in sufficient detail for the township to be able to fully evaluate the Proponent and its proposed equipment and resources. Proponents are strongly encouraged to review the evaluation criteria and ensure the minimum requested information is provided in their proposal. The township's evaluation of submissions is guided by the rated criteria listed above and their respective details requested articulated below

##### D.1 Build/Durability/Extra Options

Indicate and explain any specifications or included design options that exceed the minimum specification. Notable options may include items such as:

- (a) Engine/Transmission performance/reliability
- (b) Reduced cost of ownership through improved maintenance schedules
- (c) Safety features unique to equipment offered
- (d) Improved GVWR or durability of components
- (e) Ease of operation features to improve operator efficiency
- (f) Any product features included but not required as minimum spec

**D.2 Lead Time**

Provide lead time for the delivery of the machine. A maximum allowable lead time is 60 days. Earlier dates are encouraged and scored accordingly.

**D.3 Operator Evaluations**

Equipment will be rated related to how they perform relating to the following measures. A demo may be requested.

- a. Ergonomics, operator comfort
- b. Ease of operation
- c. Servicing and repair
- d. Ease of coupling
- e. Ease of maintenance
- f. Maneuverability in restricted areas

**D.4 Service and Support**

Each proponent should provide the following in its proposal:

- (a) Description of the proponent including a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- (b) Roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- (c) Previous Experience with sales of similar equipment

Proponents shall provide, in their submission, information on 3 contracts completed in this class of work that were undertaken in the previous 3 years. References will be contacted to discuss success of previous work.

At minimum the proponent should provide the following information:

- Project Owner
- Description of Equipment
- Project Value
- Delivery Date
- Contact & Phone Number