



2297 Highway 12,
PO Box 130
Brechin, Ontario L0K 1B0
p.705-484-5374
f. 705-484-0441

INFRASTRUCTURE DEPARTMENT

REQUEST FOR QUOTATION

Contract # ID-05-2021

Sealed Quotations for: The Supply of one (1) New Tracked Excavator

As Described Herein and Addressed:

Attention Josh Kavanagh
Deputy Manager Infrastructure
By Courier or Drop off
Township of Ramara Administration Building
Box 130, 2297 Highway 12, Brechin, ON L0K 1B0

Please submit completed proposal in person or by mail in a sealed envelope quoting the above tender number and closing date.

Electronic Submissions will also be accepted and may be forwarded to jkavanagh@ramara.ca, and shall include all pages of the tender, and all supporting documentation.

CLOSING

DATE: February 23 2021

TIME: 12:00 pm - noon

PUBLIC OPENING: Online @ 12:30 Pm Feb 23rd 2021

LOCATION: A Public opening will be done *virtually* via Zoom. All participants can view the opening through the Township's YouTube channel at <https://www.youtube.com/channel/UCIYspODBjK5nNr9XtC7oug>. or directly by visiting <https://youtu.be/wSWwFOKHJ8> .

LATE SUBMISSIONS WILL NOT BE ACCEPTED

The Township reserves the right to accept or reject all or any submissions.

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INSTRUCTIONS TO BIDDERS

i. DEFINITIONS

The following definitions apply to the interpretation of the Request for Quotation;

1. **“Bidder”** means a person or entity that is submitting a tender in response to the Tender Process.
2. **“Constructor”** means the successful person or company engaged in the construction business.
3. **“Contract”** means an agreement to be signed between the Owner and a successful bidder pursuant to the tender process.
4. **“Contractor”** means the successful bidder pursuant to the tender process that has extended a contract.
5. **“Deputy Manager of Infrastructure”** means a person authorized or appointed by the Township to act on behalf of the Owner in any particular capacity.
6. **“Closing Time”** Time and Date of Tenders has the meaning ascribed thereto in section ii of these instructions to bidders.
7. **“OPS”** means the current Ontario Provincial Standards published by the Ontario Standards organization.
8. **“Start Work Order”** means the document in writing, referred to in the tender, form that is issued by the Deputy Manager of Infrastructure or the Engineer that authorizes the Contractor to begin the work.
9. **“Tender”** means the tender documents issued by the Owner in respect of a specific opportunity and also refers to the documents submitted by a bidder in response to this tender process.
10. **“Tender Documents”** means the documents listed in Section iii of these Instructions to Bidders.
11. **“Work”** means the work to be performed by a Contractor pursuant to a Contract issued as a result of this tender as described in the Contract Documents and includes, but is not limited to, the work generally described in Section ii of these Instructions to Bidders.
12. **“Director of Infrastructure”** means the Director of Infrastructure the Township of Ramara or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.

GENERAL OVERVIEW

1. SCOPE

The Township of Ramara requires the supply of a New Tracked excavator with an operating weight range of 14 to 17 Ton, minimum digging depth of 18 Feet and zero tail swing, outfitted as specified in this tender.

2. FORM OF QUOTE

All quotations must be on the forms provided, clearly marked with "Tracked Excavator"

3. FREEDOM OF INFORMATION

All submissions to the Township become the property of the Township and such are subject to the "*Municipal Freedom of Information and Protection of Privacy Act.*"

4. BRIBERY/FRAUD

Should any bidder or any of their agents give or offer any gratuity or attempt to bribe any employee of the Township, or to commit fraud, the Township shall be at liberty to cancel the prospective bidder's submission or contract.

5. PURCHASING PREFERENCE

No preference will be given to any business for goods and/or services provided to the Township

6. INSURANCE

The Successful bidder(s) shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Township. The coverage shall include premises and all operations liability to be performed by the bidder. This insurance coverage shall be subject to limits of not less than **Five Million Dollars (\$5,000,000.00)** inclusive **per occurrence** for bodily injury, death and damage to property including loss of use thereof for any one occurrence. Proof of insurance must be included in the bid submission.

The policy shall include **The Corporation of the Township of Ramara** as an additional insured in respect of all operations performed by or on behalf of the Bidder.

The Bidder(s) shall be entirely responsible for the cost of any deductible that is maintained in any insurance document.

The Insurance Policy shall not be altered, canceled or allowed to expire or lapse, without thirty (30) days prior written notice to the Township.

The Liability Insurance shall not contain any exclusion or limitations in respect of shoring, underpinning, rising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause.

Where applicable the bidder(s) shall carry standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Bidder(s), its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Five Million Dollars (\$5,000,000.00)** per occurrence.

7. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The successful bidder(s) shall supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract indicating that all of the assessments the bidder(s) or subcontractor(s) is liable to pay under *Worker's Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

Effective January 1 2013, Bill 119 legislates that all Contractors and Sub-Contractors categorized under class G: construction, shall have WSIB account and clearance coverage prior to commencing any contract.

Alternatively, if the successful Bidder(s) is an Independent Operator and is not categorized under Class G: Construction, the Bidder(s) shall submit a letter, from the WSIB, confirming that s/he has Independent Operator Status under the WSIB Act for work to be carried out for the Township of Ramara. If the Bidder(s) does not have Independent Operator Status, the Bidder shall;

- I. Complete an Independent Operator Status Questionnaire upon being awarded the contract; and,
- II. Fund all costs associated with any appeal of a determination by WSIB that the Bidder is not an Independent Operator; and,
- III. Provide proof of Employer's Liability Insurance (provided either by WSIB or the Contractor's insurance provider.

The Bidder(s) acknowledges and agrees that the Township is not hiring an employee(s) to perform the work associated with this Tender. As such, the

Township reserves the right to terminate all Contracts associated with this Tender if all appeals have been exhausted and the bidder(s) is determined by WSIB or court or tribunal of competent jurisdiction to be an employee. Any and all monies to be paid to the bidder(s) shall be returned regardless of the extent of work that has been completed to that point, and all material and documents associated with the Tender, as well as Township property, shall be returned to the Township. The bidder(s) acknowledges and agrees that any work completed to the date the appeal process has been completed, and an unfavorable determination is made will be provided to the Township for free and without any expectation of compensation. The risk associated with completing any work while there is an appeal process underway is entirely born by the bidder(s).

8. ACCESSIBILITY

The Bidder(s) shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act 2005*, S.O. 2005, chapter 11 and the Regulations with regard to provision of the goods and/or services contemplated herein, including, without limitation, section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, as amended. The Bidder(s), when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Bidder(s) acknowledges that the Corporation of the Township of Ramara, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

9. HEALTH & SAFETY

All work performed under this contract on or at the premises of Ramara Township must be carried out in accordance with the terms and conditions of the Ontario Occupational Health and Safety Act (OHSA or the Act), applicable Regulations, applicable Standards, and other applicable legal requirements.

Unless otherwise stated, the successful Bidder, agrees that any breach or breaches of the Occupational Health and Safety Act, applicable Regulations, Standards, Environmental Protection Act, other legal requirements, and/or their own Health & Safety Policies and Procedures whether by the Bidder or any of its subcontractors may result in:

- The termination of the contract,
- The immediate removal of the Bidder and/or sub-contractor's equipment from the Township property,
- The forfeiture of all sums owing the Bidder or/or sub-contractor by the Township Of Ramara

The Bidder's health and safety responsibilities will include the following:

- where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful bidder shall ensure that the requirements of the Occupational Health and Safety Act, applicable Regulations and environmental requirements are complied with,
- ensure workers are aware of the hazardous substances that may be in use at the workplace,
- ensure workers are provided with and wear the appropriate personal protective equipment required for the area when engineering controls aren't practicable,
- demonstrate the establishment and maintenance of health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation,
- The Bidder acknowledges that they are familiar with the Occupational Health and Safety Act, applicable Regulations, applicable Standards and other legal requirements that applies to the work being conducted,
- The Bidder covenants and agrees to observe strictly and faithfully the provisions of the Occupational Health and Safety Act, applicable Regulations, and rules circulated there under together with the Bidder's Health and Safety Policies and Procedures.
- The Bidder agrees to indemnify and save the Township of Ramara harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and other applicable legal requirements.
- The Bidder agrees to have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.
- The Bidder shall allow access to the work site on demand to representatives of the Township of Ramara to inspect work sites.
- The Bidder agrees that any damages or fines that may be assessed against the Township of Ramara by reason of a breach or breaches of the Occupational Health and Safety Act and applicable Regulations by the Bidder or any of its sub-contractors will entitle the Township of Ramara to off-set the damages so assessed against any monies that the Township of Ramara may from time to time owe

the Constructor under this contract or under any other contract whatsoever.

- Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Bidder agrees that the provisions of this section (**09. Health & Safety**) will apply to the subcontractor and the Bidder will enforce said provisions.
- The Township of Ramara may consider previous OHS/A violations as grounds for rejection and the Township of Ramara may terminate any contract arising from this document if the Bidder is continuously in violation of OHS/A requirements.

Proof of the above may be required by the Township at any time from tendering to project completion.

10. ASSIGNMENT OF CONTRACT

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

11. SPECIFICATIONS

Refer to Schedule I Specifications and Confirmation

12. F.O.B. POINT DELIVERY AND FAMILIARIZATION

The Tractor Boom Mower shall be delivered to the Works department, with a minimum of one week of notice located at 3853 Highway 12 Brechin, Ontario L0K 1B0

13. COMPLETION

Delivery of completed vehicle shall be to the Township Of Ramara within, _____ To _____ weeks after acceptance of the order if the timeline is not met and or an extension not mutually agreed on, a Three-Hundred Dollar (\$300.00) per business day penalty will be deducted from the final payment.

15. AWARD OF QUOTATION

The award of the tender will take the following into consideration:

- a. Expertise;
- b. Access to equipment possessing the required safety devices to conform to all regulations;
- c. Availability;
- d. Reliability;
- e. Past Performance; and,
- f. Price.

17. MEASUREMENT AND PAYMENT

Payment: shall be made in full upon delivery of vehicle

18. TERM OF QUOTATION

The term of this quotation will be until delivery of the equipment in 2021.

19. QUALIFICATIONS

The successful Bidder shall be a company of recognized standing at least five (5) years' experience in this type of work and have the necessary equipment and skilled labor to carry out the work adequately. This is required to show long term stability and the ability to fulfill warranty service work in the future, for the expected service life of the apparatus. Proof must be included in the bid submission.

Years of continuous operation: _____ the bidders name.

20. SUBMISSION FORMAT & CONTENTS

20.1 GENERAL FORMAT OF SUBMISSION

The Township **will not** accept any other format of the Schedule I Items Prices other than that provided within this Request for Quotation. Schedule I Items and Prices are to be completed **in full** as provided in this document with no modifications, additions or deletions. **Failure to complete Schedule I as stipulated may result in disqualification of the bid submission.**

20.2 CONTENTS OF SUBMISSION

The Request for Quotation response submission should include the following information only and shall be submitted in the same sequence provided:

- I. Complete Tender Package (Page 1 – 24)**
- II. Completed Bidder Information Form**
- III. Provide all mandatory information as requested within Schedule I**
- IV. Ensure Schedule I is initialed and dated**
- V. Completed Schedule II – Items and Prices**
- VI. Complete Schedule III - Ability and Experience Form.**
- VII. Complete Schedule IV - Declaration of Accessibility Compliance Form.**
- VIII. Health and Safety:**
 - a. Provide a current and valid certificate of clearance from WSIB**

TENDER DOCUMENTS Checklist

DOCUMENTS TO BE ENCLOSED WITH THIS FORM INCLUDING BUT NOT LIMITED TO:

- **Complete Tender Package (Page 1 to 24)**
- **Bidder Information Form**
- **Schedule I – Unit Specifications and Confirmations**
- **Schedule II – Items and Prices**
- **Schedule III – Ability and Experience Form**
- **Schedule IV – Declaration of Accessibility Compliance Form**
- **Health & Safety Information**

Schedule I – Specifications and Confirmations

MOTOR VEHICLE SPECIFICATION AND CONFIRMATION

GENERAL

The specification covers a 15 to 17 Ton Tracked Excavator out fitted with the specification as set out below.

This specification lists only the major details of a unit therefore it is the supplier's responsibility to deliver a fully equipped vehicle with compatible components to provide dependable efficient service.

Where minimums are called for, the vehicle must meet or exceed the capacity, size or performance specified.

Vehicles shall meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulations", and must bear the National Safety mark outlined in those regulations.

The make and model proposed must comply with the following specifications in all aspects. Where specific components are specified alternative components may be considered for approval by the Director of Infrastructure, prior to proposal closing, if they meet the requirements in the specification

SPECIFICATION:

CONFIRMATION:

i. GENERAL

Vehicle must be supplied with suitable components to comply with the following specifications in all aspects.

Make: _____

Model: _____

Year : _____

Engine : _____

Horsepower: _____

ii.Weight

The basic operating weight of the excavator with blade and counterweight excluding any attachments, shall be minimum 14,900 Kg / 32,820 Lbs.

Specify:

iii.Engine

The engine shall be diesel TIER 4 emission certified and shall produce a SAE net power output of 100 HP minimum at the fly wheel within the governed speed range.

Engine Make:
Model:
HP:
@RPM:
Cylinders:
Displacement:

iv.Performance

Specify the minimum operating specifications:

Arm Force:

Specify:

Digging Force:

Specify:

Lifting Capacity:

Specify:

Maximum Digging Depth:

Specify:

Ground Clearance:

Specify:

Swing Speed:

Specify:

Swing Torque:

Specify:

v.Engine Equipment

The engine shall be equipped with the following components:

Spin on filters for the following

Hydraulic Oil

Yes:

No:

Engine Oil

Yes:

No:

Fuel with water separator

Yes:

No:

Heavy Duty Air filter – two stage, dry element, ejector, and a restriction indicator, which is clearly visible from the cab. Yes: No:

Battery(s) x2 – maintenance free, 24 volt combined CCA rating of 1000 minimum Specify:

Engine air intake manifold preheater Yes: No:

Engine coolant heater, 1250 watt, 120 volt Specify:

A brushless alternator with a minimum output of 80 amperes for a 24 volt system Specify:

Anti-Freeze to -45 Celsius Yes: No:

Fuel tank shall be FULL on delivery Yes: No:

Automatic hydraulic reversing fan Yes: No:

Auto idle when hydraulics not in use Yes: No:

Auto shutdown (timed) Yes: No:

An engine hour meter Yes: No:

Provisions for cold weather starting. Yes: No:

vi. Transmission

Hydrostatic drive designed to match the engine Yes: No:

The drive shall have a minimum of two (2) forward and reverse speeds with two (2) foot & two (2) lever actuated Specify:

vii. Brakes

Hydraulically operated propel brakes Yes: No:

Hydraulically operated swing brakes. Yes: No:

viii. Undercarriage

- Two (2) planetary final drives Specify:
- Two (2) Carrier rollers per side Specify:
- Seven (7) Track Rollers per side minimum Specify:
- Minimum Forty Four (44) shoes per side Specify:
- Sealed and lubricated chains. Specify:
- Minimum 20" / 500mm wide track shoes with rubber crawler pads. Specify:
- Undercarriage shall be outfitted with a hydraulic dozing blade that matches the width of the machine. Specify:

ix. ROPS Cab

- Construction – all metal, all weatherproof cab of sufficient height for the operator to conduct their duties. Yes: No:
- High back air suspension seat, heated and fully adjustable Yes: No:
- Upholstery – Heavy duty cloth shall be supplied Yes: No:
- Sunscreen Yes: No:
- Seat belt Yes: No:
- Cab hatch emergency exit Yes: No:
- Safety glass – safety tinted glass windows shall be supplied throughout the cab. Yes: No:

Windshield wipers – with washers, intermittent and constant speed. Yes: No:

Heater and Air conditioning – with minimum 20,000 BTU, fresh air intake and cap pressurizer shall be supplied with in cab controls. Yes: No:

Individual front and rear defroster fans shall be supplied Yes: No:

AM/FM Radio Yes: No:

Heated outside mirrors shall be supplied Yes: No:

Cab lighting – instrument panel lights & dome lights shall be supplied with in cab switch. Yes: No:

Grab handles for cab entry Yes: No:

Noise level for operator, maximum 75 dBA Specify:

x. Lighting

Double lights shall be supplied on the cab and a single light shall be installed on the boom Specify:

A LED amber warning strobe light shall be installed at the rear of the cab on a fold down bracket Yes: No:

xi. Equipment

Electric horn must be supplied Yes: No:

Backup warning device must be supplied Yes: No:

A 180 litre fuel tank: minimum Specify:

Rear view camera must be supplied Yes: No:

Automatic greasing system Specify:

A intelligent grade control system compatible with GPS and/or laser grade control equipment shall be included with a in cab LCD touchscreen monitor.

Specify:

xii. Instrument panel.

A high-resolution touchscreen monitor shall be installed in the cab to monitor critical machine information.

Yes: No:

Specify:

xiii. Hydraulic System

Main pump capacity shall be 56 GPM. minimum

Specify:

Pilot pump capacity shall be 6 GPM minimum

Specify:

Hydraulic oil cooler shall be supplied and hinged to allow cleaning access.

Yes: No:

Control pattern changer control shall be supplied

Specify:

Push button in right lever to control auxiliary hydraulic flow.

Yes: No:

xiv. Front Attachments

Boom length maximum

Specify:

Arm length minimum 9' 10"

Specify:

Digging depth maximum at flat bottom.

Specify:

Hydraulic tilt rotator coupler directly mounted to the excavator with a quick bucket attach system and sufficient additional counterweight to properly balance the excavator.

Specify:

Direct link hydraulic thumb with hydraulic circuit and lines group capable of mating teeth on 36" digging bucket.

Specify:

Heavy duty wide spade toothed 36" digging bucket with 0.72 cubic yard capacity, and capable with quick coupler supplied with machine.

Specify:

High capacity ditching bucket minimum 60” wide, with 1.11 cubic yard capacity, and capable with quick coupler supplied with machine.

Specify:

Hydraulic quick coupler with lines group and cab mounted control located at the end of the stick.

Specify:

xv. Vandalism Protection

A lock or locked cover shall be provided to protect the cab doors, engine side panels, hydraulic oil reservoir cap, fuel cap, and radiator cap.

Yes:

No:

A battery disconnect switch shall be installed inside the rear engine bay.

Yes:

No:

All locks other than battery disconnect shall be keyed alike

Yes:

No:

xvi. Paint

The excavator and attachments shall be painted the manufacturers color.

Yes:

No:

xvii.Engine Service

The first engine service shall be preformed at NO charge to the Township including oil, filter, labour and full machine inspection.

Yes:

No:

xviii.Warranty

State Duration in Years, Hours, Kilometers as per Manufacturer and final Agent.

Specify:

Warrantable repairs to be completed on site at the Township Garage unless agreed not practicable. Otherwise at closest Service Facility.

Yes:

No:

Warranty shall be effective from customers in service date.

Yes: No:

Base Warranty

Specify:

Engine Warranty

Specify:

Emissions Warranty

Specify:

xix. Delivery

Delivery shall be FOB to the Customers
Works yard 1 located at:
3853 Highway 12, Orillia, ON

Yes: No:

Delivery time frame upon receipt of purchase confirmation.

Specify:

21. FORM OF PROPOSAL

FOR: REQUEST FOR PROPOSAL ID-05-2021 Tracked Excavator

PROPOSED BY:

FIRM NAME

CONTACT NAME

ADDRESS

ADDRESS

TELEPHONE NUMBER

EMAIL ADDRESS

HEREINAFTER CALLED THE "PROPONENT"

TO: THE CORPORATION OF THE TOWNSHIP OF RAMARA

HEREINAFTER CALLED THE "TOWNSHIP"

I/We, the proponent, having carefully examined the RFP, including the Standard Terms and Conditions, and all documents relating thereto, and having a clear and compressive knowledge of the Work required under the RFP, hereby submit this Proposal to supply the products and/or services, and all components thereof, as required by the Township and as outlined in the RFP.

THE PROPONENT ACKNOLEDGES HAVING RECEIVED ALL ALLOWED FOR ADDENDA NUMBER _____ TO NUMBER _____ IN PREPAREING MY/OUR PROPOSAL.

THE PROPONENT HEREBY AGREES:

1. That this Proposal is subject to the acceptance of the Township
2. That, among other matters, the lowest or any Proposal will not necessarily be accepted by the Township.
3. To undertake to provide any products and/or services as required by the Township in accordance with the RFP; and
4. To identify in their Proposal material, records that reveal trade secret or scientific, technical, commercial, financial or labour relations information that has been supplied in confidence. Complete, submissions and total bid/Proposal amounts

cannot be marked confidential. Requests for access to records will be administered pursuant to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

THE PROPONENT HEREBY DELCAIRS:

1. No person, firm or corporation, other than the Proponent, has any interest in this Proposal.
2. This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person submitting a Proposal for the same Work and is in all respect fair and without conflict of interest, collusion or fraud.
3. This Proposal is made in accordance with the Municipal Conflict of Interest Act, Ontario. There us no actual or potential conflict of interest relating to the preparation of our Proposal submission, nor do we see any actual or potential conflict of interest in our performing the Contractual obligations contemplated in the RFP.
4. The submitted Proposal, and all other terms are valid for a period of one hundred and twenty (120) days from the Proposal Closing Date and is irrevocable during that period.
5. The Proponent has fully reviewed the information contained in the Request for Proposal and submits the Proposal in anticipation of the fulfillment of the requirements at the price quoted.
6. The Proponent accepts and agrees to the Standard Terms and Conditions and all other terms, conditions and provisions of the RFP in their entirety, without qualification.
7. This Proposal has been executed by a duty authorized signing officer and the corporate seal has been affixed, where applicable.

LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

DATED AT _____ THIS _____ DAY OF _____, 2020.

EXECUTION OF AGREEMENT

This Contract is entered into as of the day and year first written above. The schedules affixed to this contract referenced herein, including the definitions set out in schedule hereto, are hereby incorporated by reference and form an integral part of this Agreement.

*******PROPONENT MUST SIGN HERE*******

<p>PROPONENT: _____</p> <p style="text-align: center;">(Name)</p> <p>By: _____ <i>I have authority to bind the Proponent.</i></p> <p style="text-align: center;">(Signature)</p> <p>Name: _____</p> <p>Title: _____</p>

<p>CORPORATION OF THE TOWNSHIP OF RAMARA</p> <p>By: _____ <i>I have authority to bind the Proponent.</i></p> <p>Name: _____</p> <p>Title: _____</p>

SCHEDULE II - SCHEDULE OF ITEMS AND PRICES

I/We the undersigned do hereby agree to supply and deliver to the Township of Ramara, One (1) New Tracked Excvator, in accordance with the attached Specifications, for the following price, FOB the Works Garage. 3853 Highway 12, Brechin, Ontario.

Price shall be submitted in Canadian Funds.

MODEL YEAR: _____ MAKE: _____ MODEL: _____

DESCRIPTION	QUANTITY	PRICE
New Tracked Excavator equipped as specified.	1	\$
	HST	\$
	Total	\$

DELIVERY DATE

PROPOSED EQUIPMENT/VEHICLE DELIVERY DATE: _____

Time shall be the essence of the contract. Equipment/vehicles shall be delivered on the proposed delivery date identified, failing which the Township reserves the right to cancel the order without penalty or prejudice or apply a late delivery penalty.

In the event that the Township accepts the late delivery of goods, a penalty of three-hundred dollars (\$300.00) shall be applied for each Business Day that goods are delayed.

PROPONENT SIGNATURE: _____

SCHEDULE III – ABILITY AND EXPERIENCE FORM

The Bidder shall provide below three (3) separate Customers **other than the Township** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

REFERENCE #1	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #2	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #3	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	

REFERENCE RELEASE FORM

I _____ (authorized signatory for the submitting firm) authorize the Township to contact the person and/or organization listed on the ABILITY & EXPERIENCE FORM, for the purpose of obtaining information relating to the bidder. The Township reserves the right to call references if in its sole discretion finds a need to do so.

The Township reserves the right to check other references other than listed herein.

DECLARATION OF ACCESSIBILITY COMPLIANCE FORM

Company Name: _____
Print Name: _____
Title: _____
Date: _____

I acknowledge that I am required to comply with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service) made under the *Accessibility for Ontarians with Disabilities Act, 2005*). I confirm that my employees, agents, volunteers and representatives who are required to receive training under the Act have completed the required. I will provide to The Corporation of The Township of Ramara any further documentation that confirms this training upon its request.

I will indemnify the Corporation of The Township of Ramara from and against any costs, expenses, fines, penalties, damages or losses that may arise or may be incurred as a result of my failure to comply with these requirements.

I declare that I have read, understood and will meet all enacted accessibility standards as amended from time to time.

I further declare that if applicable I will undertake to ensure any sub-contractors hired by _____ (insert company name) for the completion of work contracted by the Township will also comply with the above requirements.

Authorized Signature
I have authority to bind the corporation.

Date