

THE CORPORATION OF THE CITY OF ELLIOT LAKE
PARKS AND RECREATION DEPARTMENT
REQUEST FOR PROPOSAL
FOR THE PURCHASE OF ONE (1) SNOW TILLER
CONTRACT NO. PR 2010-04

SEALED PROPOSALS, enclosed in an envelope clearly indicating "Request for Proposal for the purchase of One (1) Snow Tiller" will be received by the undersigned until 2:00 P.M., local time, Monday, August 23, 2010.

Documents and specifications may be obtained from Mr. R. Bull, Parks/Facilities Superintendent, 45 Hillside Dr. Ontario, telephone (705) 848-3455.

Please note that all proponents are invited to attend the RFP opening at the Municipal Offices immediately following the closing time.

The Corporation is not bound to accept the lowest or any proposal and reserves the right to reject all proposals. The Corporation also reserves the right to evaluate the proposals in any manner it deems fit.

L. Sprague, Clerk
Municipal Offices
45 Hillside Drive North
ELLIOT LAKE, ONTARIO
P5A 1X5

**THE CORPORATION OF THE CITY OF ELLIOT LAKE
CONTRACT NO. PR 2010-04
RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER**

TO: ALL PROPONENTS

SUBJECT: **RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER
CONTRACT NO. PR 2010-04**

The City of Elliot Lake is seeking proposals for the purchase of One (1) Snow tiller

Proposals must be submitted in an envelope clearly marked "Contract No. PR2010-04, Request for Proposal for the purchase of One (1) Snow Tiller.

Attached is the subject proposal that must be submitted to the City of Elliot Lake, 45 Hillside Drive North, Elliot Lake **NO LATER THAN 2:00 p.m.**, (our time) on Monday, August 23, 2010.

Proposals will be opened immediately following the closing time. Please be advised only the names of those proponents who have submitted a proposal will be released at the meeting. Information regarding pricing or contents of the proposal submissions will not be provided as we reserve the right to negotiate with all bidders.

The Corporation is not bound to accept the lowest or any proposal and reserves the right to reject all proposals. The Corporation also reserves the right to evaluate the proposals in any manner it deems fit.

Communications

All communication (including clarification required from a technical perspective and/or from a purchasing perspective) between the City of Elliot Lake and prospective vendors **MUST BE** in written format via email or fax. To facilitate comprehensive responses, proponents are encouraged to email their questions as soon as possible to rick.bull@city.elliottlake.on.ca or fax to (705) 848-2960. No verbal instructions or verbal information to Bidders will be binding on the City of Elliot Lake. **Do not contact any other persons, other than the Parks/Facilities Superintendent, regarding this Proposal.**

Yours truly

Rick Bull
Parks/Facilities Superintendent

SECTION I

**THE CORPORATION OF THE CITY OF ELLIOT LAKE
CONTRACT NO. PR 2010-04
RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER**

CHECKLIST

The following checklist has been included to ensure that all of the City's requirements are met:

1. Please provide three (3) complete copies (including the Proposal Bid Form, Customer Reference Form and the Service Form) with one (1) complete copy designated as the original.
2. Return the Proposal Bid Form properly completed and signed where indicated.
3. Return the Customer Reference Form properly completed and signed where indicated.
4. Return the Service Form properly completed and signed where indicated.
5. Ensure the Addendum Acknowledgment Section has been completed if any addendums have been issued. Failure to complete this form when addendums have been issued may render your Proposal as non-compliant.
6. The Instructions to Proponents Section have been carefully reviewed and all requirements have been submitted with your proposal.

**THE CORPORATION OF THE CITY OF ELLIOT LAKE
CONTRACT NO. PR 2010-04
RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER**

INSTRUCTIONS TO PROPONENTS

1. Addenda

Proponents may, during the proposal period, be advised by addenda of required additions to, deletions from or alterations in the requirements of the Request for Proposal Documents.

A copy of all Addenda shall be either hand delivered, or sent by courier, electronic correspondence, or fax, to each prospective Proponent who has obtained Request for Proposal Documents.

Addenda will be issued under the following circumstances:

- a) interpretation of RFP documents as a result of queries from prospective proponents;
- b) revision, deletions, additions or substitutions of any portion of RFP documents.

All such changes as addressed in the addenda shall become an integral part of the RFP documents and shall be allowed for in arriving at the Proposal price.

Addendums which have financial implication and have not been acknowledged on the Proposal Bid Form will be automatically rejected.

Oral instructions shall not be considered valid unless they are confirmed in writing by the Parks/Facilities Superintendent.

2. Copies of Proposal

Proponents are requested to provide three (3) complete copies of their proposal, **(including the Proposal Bid Form)**, designating **one (1) complete copy as the 'original'**. **Proponents are also required to clearly label the 'original' as the 'original' on the front cover of their proposal.**

3. Validity of Tenders

See Appendix C to the Procurement By-Law 04-108, attached hereto.

4. Proposal Bid Form

The proposal bid form provided with this RFP must be used or your proposal will be rejected. **Alteration of the bid form template is strictly prohibited.**

Please ensure your Proposal Bid Form is secured inside the front of your "original" RFP. Copies of the Proposal Bid Form are also to be secured inside the front of the additional copies (3) that are required to be submitted.

5. Acceptance of Terms

Each Proponent, by submitting a Proposal, represents that the Proponent has read, understands and accepts the terms and conditions of the Request for Proposal in full.

**THE CORPORATION OF THE CITY OF ELLIOT LAKE
CONTRACT NO. PR 2010-04
RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER
INSTRUCTIONS TO PROPONENTS**

6. Stages of Proposal Evaluation

City Representatives will conduct the Evaluation of Proposals as follows:

An initial review by the City to determine which Proposals meet the minimum requirements. Proposals which do not comply with the City's minimum requirements may be disqualified.

The next step will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria noted below. The highest scored Proposal will be selected.

At the discretion of the City, the City may choose to invite up to three (3) short-listed proponents to prepare a formal presentation to the City. In addition, short-listed proponents may be asked to attend interviews or negotiations with the City, provide a tour of facilities and provide additional general information prior to selection.

7. Evaluation Grid Criteria

The following is the evaluation grid criteria outlining how your proposal will be scored:

Price	40%
Delivery	25%
Warranty	20%
Serviceability	15%

8. Negotiations and Review of Offers

Discussions may be conducted with proponents for the purpose of clarification of their proposals to assure full understanding of and responsiveness to the solicitation requirement.

All proposals will be evaluated using the evaluation grid criteria noted unless the proposal does not meet the minimum requirements and are therefore not short-listed.

Once the evaluation committee has reviewed the initial proposal submissions using the evaluation grid, the evaluation committee will recommend an award to a specific firm, if clear-cut superiority of an offer is obvious.

The City reserves the right to request a best and final offer from only those proponents meeting our full requirements or from the short-list developed by the evaluation committee.

All information will be kept under strict security until after an award recommendation has been made.

All discussions and negotiations must be coordinated through the office of the Parks Superintendent. **Do not contact any Municipal Staff/persons regarding this RFP other than the Parks/fFacilities Superintendent**

**THE CORPORATION OF THE CITY OF ELLIOT LAKE
CONTRACT NO. PR 2010-04
RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER
INSTRUCTIONS TO PROPONENTS**

9. Legal Agreement

The successful proponent may be required to enter into and execute a legal agreement with the City of Elliot Lake.

10. Conflict of Interest

All firms are required to disclose to the City any potential Conflict of Interest, may it be pecuniary or otherwise. If a conflict of interest does exist with the potential successful proponent, the City may, at its discretion, refrain from awarding the project to the proponent.

The proponent covenants that it presently has no interests and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The proponent further covenants that in the performance of this contract no person having such known interest shall be employed.

11. Proposal Confidentiality

The Director of Operations will consider all proposals as confidential, subject to the provisions set out in the Municipal Freedom of Information and Protection of Privacy Act. Information pertaining to pricing or any content of the proposals will remain confidential as we reserve the right to negotiate with all proponents.

Proponents shall not at any time before, during or after completion of the project, divulge any confidential information communicated to or acquired by the proponent or disclosed by the City of Elliot Lake in the course of carrying out this project.

The successful proponent further acknowledges that all reports, data, documents, materials and information of any kind whatsoever prepared in the course of carrying out this project are the sole and exclusive property of the City of Elliot Lake and shall not be disclosed or released to any person or organization without the prior written consent of the City of Elliot Lake.

12. Costs Incurred by Proponents

All expenses involved with the preparation and submission of Proposals to the City of Elliot Lake, or any work performed in connection therewith shall be borne by the proponent. No payment will be made for any Proposals received or for any other effort required or made by the proponent prior to commencement of work as defined by the Proposal approved by the City of Elliot Lake.

13. Proposal Expiry Date

Proponents hereby acknowledge that offers contained within their Proposals shall be irrevocable for a period of ninety (90) days from the closing date of the RFP or until a contract is signed with the successful proponent, whichever comes first.

**THE CORPORATION OF THE CITY OF ELLIOT LAKE
CONTRACT NO. PR 2010-04
RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER
INSTRUCTIONS TO PROPONENTS**

14. Presentations

The City of Elliot Lake may require proponents to give a presentation in support of their Proposal.

15. Exclusivity Clause

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement executed with the successful proponent will not be an exclusive contract for the provision of the described deliverables. The City may contract with others for the same or similar deliverables to those described or may obtain the same or similar deliverables internally.

16. Indemnification

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

17. General Commercial Liability Insurance (NOT APPLICABLE)

The **successful proponent** will be responsible for submitting a copy of a General Commercial Liability Insurance Certificate for this project in the amount of \$3 Million. This policy must not contain a limitation, exclusion or restriction that would otherwise limit coverage for loss caused by failure to perform.

18. Professional Liability Insurance (NOT APPLICABLE)

The **successful proponent** will be responsible for submitting a copy of a Professional Liability Insurance Certificate for this project in the amount of \$2 Million.

19. Automobile Liability Insurance (NOT APPLICABLE)

The successful proponent will be responsible for submitting a copy of Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$2,000,000 insurance per occurrence for bodily injury, death and damage to property covering all licensed vehicles owned or leased by the Bidder and endorsed to provide the City with not less than 30 days notice in writing in advance of any cancellation.

20. Assignment

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

**THE CORPORATION OF THE CITY OF ELLIOT LAKE
CONTRACT NO. PR 2010-04
RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER
INSTRUCTIONS TO PROPONENTS**

21. Record and Reputation

Without limiting or restricting any other right or privilege of the City and regardless of whether or not a Tender or Proposal or Proponent/Bidder otherwise satisfies the requirements of a Tender or RFP, the City may reject summarily any Proposal or Tender from any person where:

- 1) In the opinion of the Council of the City of Elliot Lake or the Parks Superintendent, the commercial relationship between the City and the Bidder/Proponent has been impaired by the prior and/or current act(s) or omissions(s) of such Bidder/Proponent including but not limited to:
 - a) litigation with City of Elliot Lake;
 - b) the failure of the Proponent/Bidder to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the City by such Proponent/Bidder, after the City has made demand for payment of same;
 - c) the refusal to follow reasonable directions of the City or to cure a default under any contract with the City as and when required by the City or the City's Representatives;
 - d) the Proponent/Bidder refusing to enter into a contract with the City after the Proponent or Bidders tender or proposal, bid or quote has been accepted by the City;
 - e) the Bidder/Proponent refusing to perform or to complete performance of a contract with the City, at any time, after the Proponent has been awarded the contract by the City;
 - f) acts(s) or omission(s) resulting in a claim by the City under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on a RFP or a Tender; within the five (5) year period immediately proceeding the date on which the RFP/Tender is awarded;
- 2) In the opinion of the Council of the City of Elliot Lake or the Parks/Facilities Superintendent, there are reasonable grounds to believe that it would not be in the best interests of the City to enter into a contract with the Proponent/Bidder, including (without limiting the generality of the foregoing);
 - a) the conviction of that person or any person with whom that person is not at arm's length within the meaning of the Income Tax Act (Canada) of an offence under any taxation statute in Canada;
 - b) The conviction or finding of liability of that person under the Criminal Code or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
 - c) The conviction or finding liability of that person under the Environmental Protection Act, or corresponding legislation of any other province or any member of the European Union or the United States of America, where the circumstances of that conviction evidence a gross disregard of the part of that person for the environmental well-being of the communities in which it carries on business;
 - d) the conviction or finding of liability of that person relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;

**THE CORPORATION OF THE CITY OF ELLIOT LAKE
CONTRACT NO. PR 2010-04
RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER**

INSTRUCTIONS TO PROPONENTS

21. Record and Reputation con't. . . .

- e) The conviction or finding of liability of that person under the Securities Act or the corresponding legislation of any other province or any member of the European Union or the United States of America or any state thereof.

22. WSIB (NOT APPLICABLE)

Bidders shall submit, prior to commencement of work, or part of a pre-qualification, a certificate of good standing from the Workers' Safety and Insurance Board of Ontario or independent status.

- a) Please provide the following:
 - I. Workplace Safety & Insurance Board Firm Number
 - II. Workplace Safety & Insurance Board Account Number
 - III. A "Clearance Certificate" issued by WSIB indicating that the Bidder's account is in good standing.
- b) The Bidder understands and agrees that the provisions of the Occupational Health & Safety Act and Regulations and the City's Health & Safety policies will be strictly adhered to at all times.
- c) The Bidder will provide the following equipment when reporting on construction, renovation or service contracts, where required:

hard hat; reflective traffic vest; first aid kit; flares; fire extinguisher; hearing protection; eye protection; CSA approved foot wear, and that the equipment will be maintained in good operating order.
- d) The WSIB does recognize "Independent Operators" in the construction industry. This individual will have the following characteristics:
 - offers services to various firms; report to the government as a self-employed business (Revenue Canada/GST); owns and operates their own equipment.

This person therefore is not automatically covered for WSIB purposes. This person must contact WSIB for a "worker status ruling" as an independent operator and subsequently provide the City with a copy of the letter from the WSIB.

23. Errors and Omissions

The City of Elliot Lake shall not be held liable for any errors or omissions in any part of this RFP. While the City of Elliot Lake has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City of Elliot Lake, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

**THE CORPORATION OF THE CITY OF ELLIOT LAKE
CONTRACT NO. PR 2010-04
RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER
INSTRUCTIONS TO PROPONENTS**

24. Alternate Proposals

Proponents may wish to submit one (1) or more proposals representing an alternative to the requirements of the Terms of Reference. Such alternatives are welcome, provided that they comply with the essential requirements set forth in this document and contain adequate justification (including costs) to the alternatives to allow comparison to the base submissions. The evaluation committee will be the sole decision maker on what alternative is acceptable.

Proposals that do not comply with the essential requirements are not encouraged and will be rejected. If you are submitting an alternative proposal, attach the alternative to the Proposal Bid Form and submit in one (1) envelope. Do not alter the original Proposal Bid Form provided.

25. Acceptance of Proposal

The proponent agrees that, notwithstanding anything to the contrary in the Request for Proposal that a maximum of ninety (90) days shall be allowed between the date that Proposals are opened and the date that a Proposal is awarded, cancelled or recalled.

The proponent agrees that the City has the right to accept all, any or none of the Proposals submitted. The proponent also agrees that the lowest or any Proposal may not necessarily be accepted. Following contract award, the Parks/Facilities Superintendent shall notify the successful proponent that their Proposal has been accepted. The formal contract agreement will also be sent to the successful proponent, with instructions on how to properly complete and sign the document.

The successful proponent is to be allowed not more than fourteen (14) days from receipt of the document for the execution of the contract document. Failure to execute the contract documents or to provide the necessary guarantees, insurance, etc. within the specified time may result in the forfeiture of the Proposal Deposit if applicable.

26. Withdrawal Procedures

A proponent may request that their submitted proposal be withdrawn, up until the closing time for a particular contract. Withdrawals can only be made in person and the proponent wishing to withdraw from a particular RFP must attend the City Clerk's office and execute an appropriate withdrawal form, signed by a principal of the proponent, or provide a letter from the proponent, signed by a principal, withdrawing the Proposal. The withdrawal of a proposal does not disqualify a proponent from submitting another Proposal for the same contract provided that all of the RFP procedures are observed and the new proposal is received prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one proposal from the same proponent will result in the disqualification of the proponent. The Proposal Deposit shall be forfeited to the City when a proponent attempts to withdraw their Proposal after Proposals have been opened, in addition to any consequence or legal penalty that may apply.

27. Results

The name of the successful proponent and the accepted price shall be deemed public information following the award of the contract; however unit prices will not be disclosed where proposals were requested as a total contract price.

**THE CORPORATION OF THE CITY OF ELLIOT LAKE
CONTRACT NO. PR 2010-04
RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER
INSTRUCTIONS TO PROPONENTS**

28. Award

Should the City receive only one (1) proposal on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition or to negotiate the prices/terms offered by the Proponent.

29. Privilege Clause

The lowest or any proposal not necessarily accepted.

30. Communications

All communication must be directed through the Parks/Facilities Superintendent (as noted in the covering letter) before and after the close of the Tender or Request for Proposal. This is to ensure that all bidders and proponents receive the same answers to all questions and in the case of RFP evaluations, Committee members are not subject to lobbying.

Bidders and proponents that do not follow this instruction may be subject to disqualification.

31. Terms of Payment

The terms of payment for all invoices relating to this tender/proposal are **net 30 days** unless otherwise specified in the document.

32. Consideration of "Approved Equal"

The decision of the City in determining approved equal status for any item, equipment, material or product shall be final and shall be made only by the City.

APPENDIX “C”

To By-Law 04-108 of the Corporation of the City of Elliot Lake

	IRREGULARITY	ACTION
1.	Late Bid.	Automatic rejection
2.	Bid completed in pencil.	Automatic rejection
3.	Bid surety not submitted with the bid when the bid request (or any addenda) indicated that such surety is required.	Automatic rejection Not applicable to this tender.
4.	EXECUTION OF AGREEMENT TO BOND: a. Bond company corporate seal or equivalent proof of authority to bind company or signature missing; b. Surety company not licensed to do business in Ontario	Automatic rejection Not applicable to this tender.
5.	EXECUTION OF BID BONDS: a. Corporate seal or equivalent proof of authority to bind company or signature of the BIDDER or both missing; b. Corporate seal or equivalent proof of authority to bind company or signature of BONDING COMPANY missing.	Automatic rejection Not applicable to this tender.
6.	OTHER BID SECURITY: Cheque which has not been certified.	Automatic rejection Not applicable to this tender.
7.	Bidders not attending mandatory site meeting.	Automatic rejection
8.	Unsealed tender envelopes.	Automatic rejection
9.	Proper response envelope or label not used.	Acceptable if officially received on time
10.	Pricing or signature pages missing	Automatic rejection
11.	Insufficient financial security (i.e., no deposit or bid bond or insufficient deposit).	Where security is required and amount is not specified in request, automatic rejection unless insufficiency is <u>deminimus</u> (trivial or insignificant) – where security is required and amount of security is specified in request, automatic rejection
12.	Bid received on documents other than those provided in request.	Automatic rejection unless specified otherwise in the request
13.	EXECUTION OF BID DOCUMENT Proof of authority to bind is missing.	Automatic rejection
14.	Part bids (all items not bid).	Acceptable unless complete bid has been specified in the request
15.	Bids containing minor clerical errors.	2 working days to correct initial errors. City reserves the right to waive initialling and accept bid
16.	Uninitialled changes to the request documents which are minor (i.e., the bidder’s address in amended by overwriting but not initialled).	2 working day to correct initial errors. City reserves the right to waive initialling and accept bid
17.	Alternate items bid in whole or in part.	Available for further consideration unless specified otherwise in request
18.	Unit prices in the schedule of prices have been changed but not initialled.	2 working days to correct initial errors. City reserves the right to waive initialling and accept bid
19.	Other mathematical errors, which are not consistent with the unit prices.	2 working days to initial corrections. Unit prices will govern.
20.	Pages requiring completion of information by vendor are missing.	Automatic rejection
21.	Bid documents which suggest that the bidder has made a major mistake in calculations or bid.	Consultation with a Solicitor on a case-by-case basis and referenced within the staff report if applicable

NOTE: The above list of irregularities should not be considered all-inclusive. The City Clerk, in consultation with the requisitioning department will review minor irregularities not listed. The City Clerk may then accept the bid, or request that the bidder rectify the deviation.

SECTION II

PROPOSAL FORM

Proposal By: _____
Firm's Name

Address

To: His Worship the Mayor and Members of Council
City of Elliot Lake
45 Hillside Drive North
ELLIOT LAKE, Ontario

herein referred to as the "Owner"

We have carefully examined the Instructions to Bidders, the Form of Agreement and the Specifications (herein collectively called the "Contract" or "Contract Documents") for:

RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER

and, will provide same in accordance with the terms contained herein for the total sum of (exclusive of taxes):

\$ _____ (repeat in writing) _____

We also agree as follows:

First: Within seven days from the date of notification of acceptance of this proposal, to execute the Contract and to furnish to the Corporation satisfactory Performance Guarantee as specified in the Instructions to Bidders guaranteeing the faithful performance of the work.

Second: To leave this tender open for acceptance for a period of 90 days from the closing date of tender.

Dated at _____ this _____ day of _____ 2010.

WITNESS:

**BIDDER, AND SIGNATURE OF
SIGNING OFFICER**

**THE CORPORATION OF THE CITY OF ELLIOT LAKE
CONTRACT NO. PR 2010-04
RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER**

ADDENDUM ACKNOWLEDGMENT FORM

Failure to complete this section when addendums have been issued may render your Proposal as non-compliant. Please ensure you complete this section if an addendum(s) has been issued.

If awarded the contract, the Bidder agrees to complete the work in accordance with the Proposal Specifications, and the following Addenda:

Addendum No._____, dated_____, 2010. Addendum No._____, Dated_____, 2010.

Addendum No._____, dated_____, 2010. Addendum No._____, Dated_____, 2010.

I have read, acknowledge and understand all terms, conditions and requirement contained in this tender:

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ **FAX #:** _____ **E-MAIL:** _____

NAME AND POSITION OF PERSON SIGNING: _____
(Please Print)

SIGNATURE: _____ **DATE:** _____

"I have the authority to bind the Corporation/Company/Partnership"

LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

SECTION III

AGREEMENT

THIS AGREEMENT made in triplicate the _____ day of _____ in the year Two Thousand Ten by and between

Hereinbefore and hereinafter called the "**Contractor**"
and

Hereinbefore and hereinafter called the "**Owner**"

WITNESSETH: That the Contractor and Owner for the considerations hereinafter indicated undertake and agree as follows:

ARTICLE I

The Instructions to Bidders, the Proposal Form with the Lump Sum Price, and Specifications/Terms of Reference are to be read herewith and form part of the present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied herein.

ARTICLE II

The Contractor undertakes and agrees:

- a) To provide all necessary labour, equipment and materials and perform all the works as described in the Contract Specifications entitled:

RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER

which were prepared by The Corporation of the City of Elliot Lake, Parks and Recreation Department, 45 Hillside Dr. N, Elliot Lake, Ontario.

- b) To do and fulfill everything indicated by this agreement and the Instructions to Bidders and Specification/Terms of Reference.

ARTICLE III

The owner undertakes and agrees:

To pay the Contractor in lawful money of Canada for the performance of the work (subject to additions and deductions as provided in the General Conditions of the Contract) at the lump sum price

_____)
_____ (\$ _____)

ARTICLE IV

The Contractor and the Owner for themselves, their successors, and assigns, hereby undertake and agree to the full performance of the covenant contained herein and in the General Conditions of the Contract, and that this Agreement with the General Conditions of the Contract, the Proposal with the Lump Sum Schedule, and the Specifications constitute the Contract and the Plans.

ARTICLE V

The Contractor agrees to carry out this Agreement in a manner calculated to avoid additional expenses and additional legal costs being incurred by the Owner and undertakes to indemnify the Owner for all such additional legal expenses and any legal costs arising from the carrying out of this Agreement including, without limited the generality of the foregoing, the Contractor agrees to indemnify the Owner for all legal expenses and legal costs that the Owner may be compelled to pay in respect of any Lien claim or claims which may be claimed or registered.

ARTICLE VI

The terms "Owner", and "City" and "Corporation" as mentioned in the Agreement, the Information for Bidders, the Proposal, the General Conditions and the Special Conditions of the Contract, and Specifications, shall mean "The Corporation of the City of Elliot Lake".

ARTICLE VII

If and whenever either party hereto desires to give notice to the other party or in connection with this Agreement, such notice will be effectively given if sent by registered mail to:

The Contractor at

The Owner at

Municipal Office
45 Hillside Drive North
Elliot Lake, Ontario
P5A 1X5

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

(THE CONTRACTOR

(
(BY _____

(AND _____ (SEAL)

**(THE CORPORATION OF THE CITY OF
ELLIOT LAKE**

(
(BY _____
(MAYOR

(
(AND _____ (SEAL)
(CLERK

WITNESS

SECTION IV

THE CORPORATION OF THE CITY OF ELLIOT LAKE CONTRACT NO. PR 2010-04 RFP FOR THE PURCHASE OF ONE (1) SNOW TILLER

SPECIFICATIONS/TERMS OF REFERENCE

This unit to be:

Able to be attached to New Holland T6050 tractor with Soucy track kit

Unit to be 108" wide

All materials used for the manufacture or construction or any supplies, materials, or equipment covered by the proposal shall be new. The items must be new, the latest model, of the best quality and highest grade of workmanship.

The successful proponent may be required to provide onsite training for both the operating and mechanical staff.

Product brochures and statistical information should be included with this RFP.

Proponents should be prepared to provide an on-site demonstration if requested to do so.

Provide all maintenance and parts manuals.

Bid specifications for Snow Processor

Power Unit Snow Processor is being used on.
New Holland T6060 Elite 125 hp Gross, 105 hp PTO

Specifications for Snow Processor
 9 foot / 108" (2743mm) Working Width
 Snow Processing Milling Rotor
 Compression Pan

Compliance	Snow Processor
yes ___ no ___	1..Snow Processor shall be designed for industrial application.
yes ___ no ___	A. Oil filled chain case
yes ___ no ___	B. Self adjusting chain
yes ___ no ___	C. Quick check oil inspection plug
yes ___ no ___	D. Choice of sprockets for added rotor speed or added torque
yes ___ no ___	E. End Shields (set of two)
yes ___ no ___	F. End Shields need to be both easily removed (NO TOOLS) and replaceable
yes ___ no ___	G.End Shields needs to have a ski/shoe/runner for depth control
	Hitch
yes ___ no ___	2. Hitch shall be SAE Cat II to accommodate tractor 3-point hitch
yes ___ no ___	A. Hitch shall have included in base design a float control on center link
yes ___ no ___	B. Center link shall have the ability to lock in for a ridged operation
yes ___ no ___	C. Center link attaching point needs to be replaceable as wear occurs
	Rotor
yes ___ no ___	3.. Rotor shall have a true working width of 9' or 108" (2743mm)
yes ___ no ___	Specification on the tooth shall be 2in (50mm)
yes ___ no ___	Tooth shall be replaceable as a parts item "no welding"
yes ___ no ___	Rotor shall have 2in (50mm) shafts on both the drive and idler
	Implement Attaching Point
yes ___ no ___	4. Shall have a implement carrier to accommodate such items as a compression pan
yes ___ no ___	A. Implement carrier shell have the ability to lift and control the snow processor
	Snow Compression Pan
yes ___ no ___	5.. Unit shall be equipped with a variable adjustable snow compression pan
yes ___ no ___	A. Compression pan shall have a replaceable wear edge on rear wear point of compression pan
yes ___ no ___	B. The compression pan shall have the ability to follow the trail or lock in a ridged position as needed