
REQUEST FOR PROPOSALS
RFP-21-19
Supply & Delivery of New Five-Ton Dump Truck & Equipment



Closing: February 3, 2022 @ 2:00:00 p.m.

TOWN OF AMHERST

Submissions: procurement@amherst.ca

Questions: dcooper@amherst.ca



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Proposal Submission Checklist:

Submit WITH the Proposal:

- Lead time (proposal form)
- Build sheet (separate to form)
- Signed signature page of Attachment "A" – **DO NOT SENT THE ENTIRE ATTACHMENT A**
- Three references with full addresses and phone numbers
- Location of after-sale support
- Addenda pages, if applicable
- Signed Proposal Form
- Any other document(s) deemed mandatory per the instructions included in RFP-21-19

Sealed envelope to indicate:

- Proposal ID
- Company name and full address of proponent



1 INFORMATION TO PROPONENTS

1.1 INTRODUCTION

1.1.1 The Town of Amherst is currently seeking proponents for the supply and delivery one (1) new current model year, 5-Ton, single axle truck – cab and chassis complete with reversible plow, wing, and dump Box.

1.1.2

1.2 PROPOSAL SUBMISSION

1.2.1 Proponents to submit completed Proposal Form, and submit all other documents as required by the invitation, for the project below by Thursday, February 3, 2022, by 2:00:00 p.m. local time. All are to be submitted electronically by emailing: procurement@amherst.ca. Ensure the email subject line is marked with the RFP ID:

PROPOSAL: RFP-21-19 SUPPLY & DELIVERY OF ONE NEW 5-TON DUMP TRUCK & EQUIPMENT

TOWN OF AMHERST
procurement@amherst.ca

ATTENTION: DANIELLE COOPER, PSPP
PROCUREMENT COORDINATOR

Failure to mark the subject line with the Tender ID could result in a bid being rejected as late.

1.2.2 Note: with proposals being submitted through electronic means only, all references to documents now mean electronic documents.

Location:

1.2.2.1 Proposals must be received by the email address: procurement@amherst.ca.

1.2.2.2 Submissions received by emails other than the address above, or in any physical location, will not be accepted.

Time:

1.2.2.3 Proposals must be received complete by the time listed above on the timestamp issued by the server for the Town of Amherst.

1.2.2.3.1 This server will be assumed to be correct in the event of dispute and will be considered the official receipt date and time.

1.2.2.4 It is solely the responsibility of each bidder to ensure their Proposal Submission arrives on time. Late Proposal Submissions will not be accepted.

1.2.2.5 Proponents are advised the Town of Amherst has electronic mail security systems in place and therefore Proponents must allow sufficient time before the official closing time of the RFP to be received by the Town of Amherst electronic mail system. The Town of Amherst is not responsible for electronic mail submission failures, or failures of any kind regarding a vendor's inability to submit by the date and time listed above.

1.2.2.6 Submissions may be withdrawn at any time prior to opening.

1.2.3 Any submissions or addenda submitted by fax, telephone, or physical hard copy will not be accepted under any circumstances.



1.2.4 All submissions must be firm for 90 calendar days. The price is to include any and all delivery charges, FOB Amherst, Nova Scotia.

1.2.5 The Town of Amherst reserves the right to waive technicalities, reject any or all bids, or any portion thereof, to advertise for new submissions, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the Town.

1.2.6 The Town of Amherst reserves the right to request clarification of information submitted and to request additional information, if required. All costs associated with the presentation of the tender submission and any supplemental information shall be borne solely by the bidder, and shall not be passed on to the Town under any circumstances.

1.2.7 The Proponent is responsible for obtaining any needed clarification of the RFP while it is open. Questions are to be directed in writing to the contact named in the tender. Email is the preferred method of contact. No verbal responses will be given. Only information received from the contact is considered valid and is to be used within the tender response.

1.2.7.1 Bidders will be deemed to have familiarized themselves with the existing working conditions which may affect the performance of the Contract. No claims for extra compensation resulting from failure to investigate will be paid.

1.2.8 The Town of Amherst reserves the right to inspect any work performed as a result of this RFP either during the life of the project or at completion, and shall be the sole judge as to whether the work performed or item proposed is satisfactory.

1.2.9 The Town of Amherst reserves the right to cancel the contract immediately upon written notice, if, in the opinion of Chief Administrative Officer, the successful Proponent is not fulfilling the terms, conditions and specifications of the contract.

1.2.9.1 Proposal approval will be contingent on the bid being approved by the Chief Administrative Officer of the Town of Amherst, who may at any time, choose to forward the bid to Amherst Town Council for Council's approval. The successful proponent and the Town of Amherst can then proceed to settle, draft and sign the necessary legal agreement.

1.2.10 Failure to comply with any requirements of this RFP could result in the rejection of the submission or delay in payment.

1.2.11 This RFP is subject to the Canadian Free Trade Agreement and the Atlantic Procurement Agreement.

1.3 PROPOSAL OPENING

1.3.1 Proposals will be opened after closing at 2:00:00 PM local time. This will be determined by availability of staff and resources, at the full discretion of the Town.

1.3.2 This RFP will not have a public opening.

1.4 REVISION OF PROPOSAL SUBMISSION

1.4.1 The Town of Amherst reserves the right to amend this Request for Proposals at any time before the closing date and will issue an addendum should a change be required.

1.4.2 Revisions shall be submitted only by email delivered to the address as stated in Proposal submission. Only the proponent's entries on the delivered proposal offer may be revised. The revision must state only the amount by which a figure is to be increased or decreased, or specific



directions as to the exclusion or inclusion of particular words. The revision shall not include the total proposal price.

1.5 LOCAL PREFERENCE

1.5.1 Local preference will apply to this Request for Proposals as per the Town of Amherst Procurement Policy - Section 8 (www.amherst.ca), with exceptions as listed in 1.5.3.

1.5.2 The Town shall apply a 5% preference to the price offered by a local business as compared with non-local businesses, such that the price offered by the local business is adjusted lower by 5% for the purposes of evaluating which goods, services or construction offer best value. See 1.5.3.

1.5.3 In accordance with the Atlantic Procurement Agreement, the local preference described above does not apply to the following procurements:

- i) goods that have a value of \$25,000 or greater;
- ii) services that have a value of \$50,000 or greater;
- iii) construction that has a value of \$100,000 or greater

1.6 TIME/COMPLETION/DELIVERY/CANCELLATION

1.6.1 Time is of the essence in all matters under this order and the specified completion/delivery dates should be carefully considered before proponents enter a promised date on this form. Failure to meet promised completion/delivery dates may result in cancellation of any subsequent order.

1.7 ERRORS

1.7.1 Proponent submissions as received shall be considered final and no proponent submission shall be altered, amended or withdrawn after the specified closing date.

1.7.2 In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Proponent evaluation and contract administration.

1.8 FORM

1.8.1 Proponent submission will not be accepted unless properly signed and submitted on this form.

1.8.2 Qualifying clauses or exceptions may result in rejection of the proponent.

1.9 LIABILITY

1.9.1 The proponent acknowledges that he is an independent contractor and shall indemnify, protect and save harmless the Town of Amherst, its agents, employees, successors and assigns from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Vendor, its agents or employees, of the materials covered by this order or incidental or ancillary thereto.

1.9.2 Any claims against a Proponent/Contractor working on behalf of the Town of Amherst must be documented and the claims process started within 3 days of receipt of original complaint by either the Town or the Contractor. The Town of Amherst will not pay complete any Contractor with an outstanding insurance claim brought forward during the contracted work. Monies held are not a holdback, but are to ensure vendor resolves the claim(s) to the satisfaction of the Town of Amherst. The Town of Amherst has the sole discretion in this matter.

1.10 PLANNING/PREDESIGN



1.10.1 Following the award of the Request for Proposals, the winning Proponent will coordinate with Town staff to develop the detailed project schedule. Once complete, no change orders will be made to the design and/or construction details without the written authorization of the Director of Operations, or designate.

1.10.2 The Contractor will be required to coordinate with all suppliers and specialized contractors, if those are required by the RFP. The Contractor will provide on-going supervision as required, to oversee each phase of project development, and report to the Operations Manager at regular scheduled intervals, which will be determined at the time of PO submission.

1.10.3 The Owner will have access to all information throughout the project.

1.11 SAFETY

1.11.1 Not applicable

1.12 INDEMNITY

1.12.1 If the Contract is awarded, the successful proponent shall indemnify and save harmless the Town of Amherst and its directors, officers, employees and agents from and against any and all liability, claims, demands, losses, costs, damages, actions, suits or proceedings, including solicitor's fees, howsoever arising or incurred, including those alleging damage to property or injury to, or death of, any person arising out of or attributable to the contractor's performance of or the failure to perform the Work of the contract awarded.

1.12.2 Any property or work to be provided by the contractor under this contract will remain at the Contractor's risk and the Contractor will replace, at the Contractor's expense, all property or work damaged by any cause whatsoever.

1.13 CLARIFICATION AND ADDENDA

1.13.1 Notify Procurement Coordinator not less than five (5) business days before Request for Proposals Closing of clarification questions, omissions, errors, or ambiguities found in Request for Proposal documents. If Town of Amherst staff considers that correction, explanation, or interpretation is necessary, a written addendum will be issued.

1.13.2 All addenda will form part of Contract Documents.



1.14 EVALUATION

1.14.1 An evaluation committee will be established to evaluate proposals. All proposals will first be evaluated on their compliance of response to all sections of this Request for Proposals. Compliant proposals will be further evaluated based on the following criteria:

Criteria	Weight
Meets the Needs of the Town of Amherst	Mandatory
Delivery Schedule	20%
Purchase Price of New Plow Truck	40%
Optional Item Pricing	10%
Vendor Past performance / references	10%
Warranty	20%

1.14.2 Proposals will be scored by the following equation for Cost of Project:

1. Lowest bid will receive highest score of 40%
2. Next lowest bid will be divided into the lowest bid x 40 = _%
3. Next lowest bid will be divided into the lowest bid x 40 = _% and so on

1.14.3 In order to advance beyond the evaluation cycle, a total overall score of 60 must be achieved upon the evaluation of your proposal.

1.15 CONDITIONS OF PURCHASE

1.15.1 The proponent warrants and agrees that for a period of one year or greater from the date of delivery or performance, the goods or services set out in the order are and shall be supplied or manufactured in a good and workmanlike manner. No substitution of alternate quality shall be permitted unless previously agreed to by the Town of Amherst, and confirmed in writing. Above holds unless product/service supplied includes a longer warranty.

1.16 TERMINATION

1.16.1 Termination of Convenience:

The Town of Amherst may terminate a contract in whole or in part, whenever the Town determines that such a termination is in the best interest of the Town, without showing cause, upon giving written notice to the proponent. The Town of Amherst shall pay all reasonable costs incurred by the proponent up to the date of termination. However, in no event shall the proponent be paid an amount which exceeds the proponent price for the work performed. The proponent shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to date of termination.

1.16.2 Termination of Default:

When the proponent has not performed or has unsatisfactorily performed the contract, the Town of Amherst may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of the Town of Amherst. Failure on the part of the proponent to fulfill the contractual obligations shall be considered just cause for termination of the contract. The proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Town of Amherst in re-procuring and completing the work.



1.17 CONTACT

1.17.1 All questions relating to this Request for Proposals to be directed IN WRITING to:

Name: Danielle Cooper
Title: Procurement Coordinator
Phone: 902-667-6518
Email: dcooper@amherst.ca

1.171.2 Should any question raised by a proponent necessitate an addendum to this Request for Proposal, addendum notice will be posted on the Provincial (<https://procurement.novascotia.ca/>) and Town of Amherst (www.amherst.ca) websites.

1.17.3 The Town of Amherst has the right to reject any vendor that is found to be in communication with a Town staff member other than the contact above. The Town will not, and cannot be held responsible for, any information used within a proposal that has not been communicated through this RFP, an addendum issued by Town staff specific to this RFT, and/or including information heard or communicated at any site visit.

1.18 LIQUIDATED DAMAGES

1.18.1 Not applicable

1.19 WARRANTY

1.19.1 Title to all materials and equipment shall be furnished free and clear of all liens, charges or other encumbrances.

1.19.2 Upon written notice during the warranty/guarantee period, immediately replace, repair or otherwise make good all defective work, materials or equipment at no additional cost to the Town.

1.19.3 All service work and repairs are FOB Amherst. In other words, the Town of Amherst will not pay travel charges for travel to/from our premises for warranty, further service, maintenance or repairs during the life of the equipment supplied as a result of this RFP. Out of town suppliers MUST, therefore, bid on the basis of providing service and support equivalent to that of an Amherst based dealer/supplier

1.20 PROPRIETARY INFORMATION

1.20.1 As proposals may be forwarded/reviewed by Council at public meetings, all proprietary information within your submission needs to be identified clearly, so all parties are aware of its proprietary nature. Preferred method would be yellow highlighting.

2 SCOPE OF WORK

2.1

2.1.1 The equipment offered under this proposal shall be new. Equipment other than new current model year will not be considered.

2.1.2 The proponent must be either, a manufacturer, a factory branch, or an agent engaged in the business of selling, dealing and servicing the proposed equipment and must maintain a full stock of parts and provide full service.

2.1.3 Multiple Proposals may be submitted.

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2.1.4 Any deviation from specifications must be shown on proposal form. If no deviations are shown, it will be evaluated that proposed equipment meets or exceeds specifications called for.

2.1.5 The Town of Amherst, at its sole discretion, reserves the right to waive minor non-conformance to the specifications provided it does not compromise the intended use of the Vehicle.

SPECIFICATION	COMPLY		COMMENTS
MAKE (specify)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
MODEL (specify)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
YEAR (specify)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Colour- white	<input type="checkbox"/> Yes	<input type="checkbox"/> No	MANDATORY
Standard Cab (cab-over not permitted)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
GVWR - 43,000 lb. minimum	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Diesel Engine – 350 HP minimum	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Transmission – Allison 3000, 6 speed automatic	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
PTO - Transmission mounted PTO and pump with air shift. Matched to automatic transmission. Pump rating 20 GPM at 1200 rpm.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Wheelbase – Approx. 178” (state actual)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Cab to Axle – 108” approx. (state actual)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Front Axle I-Beam 20,000 lb.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Rear Axle single reduction 23,000 lb., Driver controlled anti-spin lock-up	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Suspension Front -multi-leaf, shackle type, 20,000lb. w/shock absorbers Rear -Air ride type-23,000 lb. w/dump valve	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Tires – 11R22.5, 20 ply heavy duty all terrain tires.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Frame rails – front frame rail extension for easy mount / dismount of snow plow	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Power Steering	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Air Compressor -“Bendix”, 13.2 CFM minimum Gauge air pressure	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

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Air Dryer - "Bendix" AD-9 with heater	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Brake System - Air, dual system for straight truck, brake lines to be colour coded. Automatic slack adjusters, driver accessible bleeders.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Electrical -12 Volt, 6 additional switches mounted on dash. <input type="checkbox"/> Two power circuits with fuses or circuit breakers (for Town's later installation of 2-way radio and GPS). <input type="checkbox"/> Minimum capacity of 20 amps each. <input type="checkbox"/> Wiring to terminate below dash, centre of cab. <input type="checkbox"/> Both circuits to be controlled by the ignition switch. <input type="checkbox"/> All electrical for exterior equipment to be connected inside waterproof box, mounted on inside of frame rail	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Block Heater - block heater-120 volt-1250-watt, 120 volt plug to be mounted on drivers' side-front area for accessibility	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Batteries - 1875 CCA min. with manual disconnect , mounted on right hand side of frame or under cab.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Alternator - 12 volt-130 Amp min.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Radiator - Clutch Fan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Heater/Defroster/Air Conditioning	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Gauges (minimum) -engine oil, engine water temp., volts, fuel, transmission temp., tachometer, air pressure	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Indicators-lights with audible alarms - low oil pressure, high coolant temperature	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Trailer brake-electric controlled electric controlled-7 pin wiring package to rear of frame	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Driver and Passenger Seat -air suspension-high back.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Cab Interior - ceiling mounted courtesy / dome light, cab grab handles both sides, roof mounted clearance lights, AM/FM radio, Bluetooth, dual sun visors	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

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Windshield - Tinted and heated glass in front windshield	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Wipers – Intermittent and fully adjustable windshield wipers.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Door locks and Windows - Manual	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Mirrors - Stainless steel-lighted and <u>heated</u> , 4 - 6" round Stainless convex mirrors mounted top and bottom of each mirror	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Horn - Air horn-roof mounted	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Front engine hood - front tilt fibreglass, sloped for visibility with access gull wing style doors for checking fluids	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Fuel Tank – Min 40 Gallon fuel tank with fuel filter, water separator and cap	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Exhaust – Vertical tail pipe exhaust	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Backup Alarm - backup alarm equipped	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Rear wiring 7 pin trailer plug (guarded in safe location), electric brake activated with factory brake system	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Auxiliary Lights Roof Mounted Amber LED strobe mounted at top of roof. (Mounted by magnet or roof rack bracket). No cab roof penetrations permitted. Two flashing LED lights on Mirrors Two rear facing LED back up lights	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Trailer Hitch Pintle style mounted at height of 18 inches bottom of tongue to ground, mounted on plate with 2-safety chain hooks, additional hitch mounting holes at 2 and 4 inches above and 2 and 4 inches below drilled for hitch adjustment	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
DUMP BOX Body to be sand blasted, primed and epoxy painted – Grey. Approx. Dimensions of dump box to be 12' long. Side panels to be min. 30" and max. 42" . Tailgate to be min. 39" and max. 48".	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

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<p>Protective Cab Shield and top plate.</p> <p>Body floor to be made of 3/16" high yield strength Hardox HB450 steel plate or equal.</p> <p>Side panels to be constructed of 3/16" steel plate with vertical reinforcement.</p> <p>Tailgate to be constructed of 3/16" steel plate, vertically and horizontally reinforced.</p> <p>Tailgate to contain 2 coal chute doors located on both sides of the tailgate.</p> <p>Steel access ladder mounted on driver's side.</p> <p>Power tailgate lock.</p> <p>Power operated asphalt tarp installed and fully operational.</p> <p>Front mounted telescopic hoist with 24-ton (min.) capacity with in cab controls.</p> <p>Dump box control not to be mounted on pedestal with plow controls.</p> <p>Mud Flaps, marker lights in side columns, reflectors and other lights to be included.</p> <p>Flush mounted, rear facing LED hazard lights mounted on rear body exterior corners.</p>			
<p><u>Snow Plow Equipment</u></p> <p>Front Plow 132" wide power reversible angle</p> <p>Reversible moldboard 35 degrees either side of bulldoze position.</p> <p>Trip edge design plow.</p> <p>3/8" thick Polymer skin plate. Curb shoes. 39" moldboard height</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

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<p>Removable jack stand</p> <p>Marker flags on each end</p> <p>Power tilting hitch for truck mounting to accommodate forward tilting engine bonnet. <u>Everest PT Series</u> quick coupling system or approved equal.</p> <p>Wing System</p> <p>Full hydraulic patrol wing with low profile wing module.</p> <p>Steel wing with 22-degree attack angle</p> <p>Intake height 32" +/- and discharge height 39" +/- 132" +/- overall length</p> <p>Cutting edge to be 120"</p> <p>Bottom mounted and curb edge mounted shoes.</p> <p>Vertical Wing Travel Positioner – air operated.</p> <p>Plow Hydraulic Valve Bank</p> <p>mounted on chassis-sealed compartment, sectional type, inlet w/pressure relief, Joystick-control lever-pedestal mounted between seats.</p> <p>Hydraulic tank-10-micron built-in filter w/ manual shutoff valve on suction line. Equipped with sight glass.</p> <p>All controls for plow and dump box to be mounted to withstand the environment which they are meant for, to be made accessible and neat.</p>			
<p>Proposal to include a company profile</p>	<p><input type="checkbox"/> Yes</p>	<p><input type="checkbox"/> No</p>	



Proposal to include demonstrated experience supplying similar products to municipalities	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
INSTRUCTIONS Supplier to ensure all Federal DOT CMVSS requirements for vehicle alterations and mounting of equipment are met. Papers shall be provided to the Town of Amherst at time of delivery.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<u>OPTIONAL ITEMS – PRICE SEPARATE</u> Provide and install 1 (one) Cirus Controls EZ EMC3 EZ-Spread Controller or equivalent salt spreader controller. Supply and install all hydraulic and electrical connections needed for connecting the Town’s existing Swenson slide in EV-Select V-Box salt spreader	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

3 DOCUMENTATION REQUIREMENTS/PROPOSAL MANDATORIES

- 3.1 Proposals MUST include the following:
 - 3.1.1 Lead time for delivery of product(s)
 - 3.1.2 The supplier must supply a build sheet and/or specification sheet with the Request for Proposal. It must comply with the specifications in this Request for Proposal and it should confirm the information supplied by the supplier in the response sections of the specifications. If not, the Request for Proposal could be considered non-conformant. In the event there are discrepancies, it is the sole responsibility of the Supplier to explain these discrepancies in writing in the RFP response. Insufficient descriptive information may be cause for rejection of bid.
 - 3.1.2.1 Parts book and shop service manual is to be supplied on delivery of equipment.
 - 3.1.2.2 Shop manual is to cover in detail all servicing instructions and repair instructions.
 - 3.1.3 Signed copy of Attachment “A” signature page. **Full Attachment A is not necessary and make the electronic files larger than necessary.**
 - 3.1.4 List three references for similar products proposed for/delivered to other municipal units.
 - 3.1.4.1 The Town of Amherst reserves the right to evaluate references other than those listed.
 - 3.1.5 Supplier to specify where main office is located and how supplier will offer after sales support.
 - 3.1.6 Vehicle is to include all items listed as standard equipment on manufacturer’s specifications.



- 3.1.7** Warranty information is to accompany all submissions.
- 3.1.8** Price must exclude HST.
- 3.1.9** Proponent may include any other information with the submission that proponent believes is necessary.
- 3.1.10** The Town of Amherst has the right to reject any submission that includes conditions placed on the supply and delivery of the vehicle as listed in the specifications.
- 3.1.11** Pricing will include all fees and levies, excluding HST.
 - 3.11.1 For evaluation, include the \$12.50 licensing fee applicable to Nova Scotia.



ATTACHMENT "A"

NOTE: These Terms and Conditions and the Supplements for the Town of Amherst shall apply to those documents that reference them specifically. In the event of any conflict or disagreement between these Terms and Conditions and the Invitation documents, the Invitation documents have precedence and will be assumed to be correct.

These Terms and Conditions are intended to cover a wide range of procurements, including goods and services. As such, not all clauses will be applicable in all situations. If Proponents have questions regarding any of these Terms and Conditions, they must call the contact person named on the Invitation form. To satisfy special requirements, supplementary Terms and Conditions may also apply to some acquisitions. If this is the case, the Invitation documents will reference any such documents, in addition to these Terms and Conditions.

Failure to completely comply with these Terms and Conditions could cause the Proponent's Proponent to be disqualified.

1. Definitions

Bid- Bidder's written offer to provide the required goods or services at a given price or rate, or any similar document issued in reply to an Invitation. May also be referred to as a Proposal, Tender, Quotation, Submission, Response or similar name.

Bidder- Any person, business or Consortium that submits a bid.

Broader Public Sector- Any governmental or government-funded entity within a Province, including the MASH sector (Municipal governments, Academic institutions such as universities and community colleges, School boards and Hospitals). This includes all government departments, agencies, boards, offices and commissions and Crown Corporations.

Consortium- Two or more Bidders having no formal corporate links, who submit a joint bid.

"Contract" -The legal agreement, if any, entered into between the Town of Amherst and the successful bidder following approval of the Contract by the Town of Amherst, and the settlement, execution and delivery of the same by each party to the Contract.

Fax Bid- A Bid submitted by means of facsimile transmission over telephone lines.

Invitation- A formal request for prices or responses, in printed form, with sealed Bids, faxed Bids or similar responses opened at a given time. May also be referred to as a Tender, Request for Quotations, Request for Submissions, Request for Information, Pre-Qualification, Request for Expression of Interest or similar name. The Invitation incorporates any addenda that may be issued.



“Losses”- Means in respect of any matter all:

- (a) direct or indirect, as well as
- (b) consequential,

Claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).

Paper Bid- A Bid submitted in printed form, not through facsimile or another electronic medium.

Denotations: The words "may" "could" or "should" denote the permissive. The words "must", "shall" or "will" denote the imperative.

2. **Date, Time and Place of Closing and Opening; Late Bids**

Invitations will close at the time, date and location specified in the Invitation documents.

All Bids must be received in their entirety *at or before* the closing time specified; Proponents are responsible for ensuring that their Bid, however submitted, is received on time and at the location specified.

All times are local times (Atlantic Time).

Bids received late, or not received completely by the closing time will not be considered; the Reception Area time clock (located at Dominion Public Building, 98 Victoria Street, Amherst, Nova Scotia) will be assumed to be correct in the event of dispute.

All Bids must be sent to the Town of Amherst, Dominion Public Building (as identified in the Invitation documents), and will be opened there, in accordance with the Town of Amherst’s Procurement Policy rules for opening Bids.

Bids will be opened publicly at the time and date specified in the Invitation. The public is allowed to attend Bid openings for most publicly-advertised Invitations - the website Invitation Notice, advertisement and/or **the Invitation document itself will specify if the Bid opening can be attended by the public.**

3. **Methods of Submission**

General

Bids must be legible and complete, must include the Invitation number and identify the Proponent's full legal name and address and supply all information requested; incomplete or illegible Bids are subject to rejection.

All bids received must be signed and dated by the authorized signatory for the proponent, with name and title clear and legible, on signature page of attachment A.

All questions or areas on the Invitation form must be answered, even if it is only to indicate that the referenced item is not available; blank items will be assumed to be unavailable, and may result in rejection of Proponent's Bid.

Where the price summaries of the Bid do not fully explain the cost implications of an item, additional pricing detail should be attached, and shall form part of the Bid.



Prices should be broken down as requested; if the cost of an item has been included in some other item, enter "Included in Item [nn]".

Paper Bids

Bids must be enclosed in a sealed, opaque envelope or package.

The Proponent's name, the Invitation number and the Invitation closing date should be clearly visible on the outside of the envelope or package.

The Bid must be signed by an appropriate authorized official of the firm submitting the Bid.

Fax Bids

A Bid may be submitted by facsimile (fax) **unless** the Invitation documents state that fax Bids are not acceptable.

Fax Bids may not be acceptable where the Bid must be accompanied by original documents, plans, deposits, or physical samples.

Fax Bids are accepted for the convenience of the Proponent; the Town of Amherst cannot ensure the confidentiality or error-free receipt of fax Bids. A Proponent submitting a Fax Bid does so at its own risk.

Submit Fax Bids to the **Town of Amherst office only**; *do not* send the Bid to any other fax number unless specifically directed to do so.

The Bid must be signed by an appropriate authorized official of the firm submitting the Bid.

4. Obtaining Documents

Bids are to be submitted on the official Invitation forms as issued through the Town of Amherst office; failure to use the correct forms could result in the Bid being rejected.

It is the Proponent's responsibility to obtain Invitation documents at their cost.

Proponents must not alter any portion of the Invitation or associated documents, with the exception of adding the information requested by the Invitation. Bids containing clauses additional to the Invitation that are "qualified" or "conditional" may be rejected.

The Invitation, or any supplementary document or portion thereof is proprietary information, and must not be used by the Proponent for any purpose other than the submission of Bids without the permission of the Town of Amherst.

Invitation documents are available directly from the NS procurement website: procurement.novascotia.ca or by emailing dcooper@amherst.ca.

Notices of tenders are viewed on the Town of Amherst website at www.amherst.ca and the Nova Scotia Public Tenders website at www.gov.ns.ca/tenders.

5. Vendor Registration

Proponent Registration: **There is no requirement for Proponents to register with the Town of Amherst Supplier Registry to receive Invitation documents or submit Bids.**

Corporate Registration: All Proponents must comply with the Nova Scotia Corporations Registration Act or the Partnerships and Business Names Registration Act. Proponents located outside Nova Scotia (which are not otherwise carrying on business in Nova Scotia) are expected to be registered



in an equivalent manner in their respective jurisdictions. Verification of registration and good standing may be required before an award is made to a successful Proponent.

All Proponents must maintain their tax status in good standing. Verification of tax status with the Department of Finance and/or Canada Customs and Revenue Agency (GST/HST) may be required before an award is made to a successful Proponent.

6. Liability for Costs

Proponents are responsible for their own expenses in preparing, delivering or presenting a Bid and for subsequent negotiations with the Town of Amherst, if any. The Town of Amherst will not defray any costs incurred by a Proponent in responding to an Invitation.

The Town of Amherst will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, the submission of any Bid, or due to the Town of Amherst not accepting or rejecting any Bid.

7. Alternative Bids; Altering Bids Already Submitted

Alternative Bids are multiple replies to an Invitation, all or any of which are open for consideration. If Alternative Bids are being made, each alternative should be submitted as a complete, separate and independent Bid, and the Bid form or fax must be identified with words such as "Alternative A", "Alternative B", etc.

Multiple Bids submitted by the same Proponent and not clearly identified as Bid revisions will be assumed to be Alternative Bids.

Bids already submitted may be amended prior to closing a) by submitting an amendment identifying the plus or minus variance to the original Bid, or b) by sending in a completely new Bid, clearly indicating it replaces the previously submitted Bid. Any such revision must clearly identify the Invitation number and closing date of the Bid being submitted. A Bid revision replaces any other Bid revisions previously submitted by the Proponent; only the last of any Bid revisions received will be accepted.

Any Bid submitted in response to an Invitation may be withdrawn by written request to the Town of Amherst Office, but cannot be withdrawn, altered or changed in any way after the Invitation closing date and time.

All requests for withdrawal, amendment or submission of a replacement Bid must be submitted in writing on company letterhead or equivalent, and be signed by an authorized official of the Proponent.

8. Supporting Documents

A brief supplementary statement may be included with the response to an item to give the evaluators a clear understanding of the products/ personnel proposed and their ability to perform the specified tasks.

In addition to the responses requested in the Invitation, Proponents may include specifications on some or all proposed items for evaluation purposes.

Supporting documents should be suitably cross-referenced to the Invitation.



9. Unit Prices and Extensions; Taxes excluded; Currency; Shipping Costs

All prices should be extended and totaled. The extended price is derived by multiplying the unit price by the quantity of units required.

In the event of an error in calculation of the extended price, **the unit price will be taken as correct** and will govern in the Bid evaluation and contract administration.

Do not include any Provincial or Federal sales taxes in the price.

All prices should be quoted in Canadian dollars unless other currencies are specifically requested.

Shipping, cartage, loading, insurance and handling charges must be included in the total price. If these charges have not been stated specifically, it will be assumed that they have been included in the Bid price, i.e. FOB to the destination(s) listed in the Invitation. The Town of Amherst will not assume responsibility for any goods or services until they have been delivered to the destination(s) specified in the Invitation.

Unless stated otherwise in the Invitation, a firm, all-inclusive price is required, i.e. hourly rates or "Time and Materials" are not acceptable responses.

10. Duration of Bid/Award Prices

If the Bid is accepted, prices must remain firm for the duration of the contract unless otherwise specified.

Unless stated otherwise in the Invitation, Bids must remain open to acceptance and are irrevocable for a period of 90 days after the Invitation closing date.

11. Payment Terms and Discounts

If special payment terms or schedules are required, these must be specified in the Bid; otherwise, the Town of Amherst payment terms (net 30 days) will apply.

Early payment discount terms (minimum period 10 days) may be considered in the evaluation of a Bid.

Payment of term discount invoices will be calculated from the date the invoice or goods/services have been received, whichever is later.

Discount terms must appear on the Bid, and on the invoice.

12. Delivery

Where the Invitation includes a mandatory delivery schedule, the Town of Amherst will assume that the Proponent can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).

If Proponents wish to specify a delivery schedule different from that requested in the Invitation, they must provide specific delivery dates or a schedule in calendar days from the date a Purchase Order is issued. Bids that do not meet the delivery schedule as requested in the Invitation may be rejected.

Time is of the essence, and Proponent's delivery schedule is legally binding. The Town of Amherst reserves the right to assess penalties or cancel awards to Proponents who fail to meet their stated delivery or completion dates.



13. Quality/Complete Product

Unless otherwise stated in the Invitation, all material included in the Bid must be new, first quality goods; used, refurbished, second, obsolete, discontinued or demonstrator items must only be proposed if the Invitation specifically requests or otherwise states that such goods will be allowed.

By submitting a Bid, Proponent guarantees that, unless the Invitation specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid, or will be provided at no additional charge to the Town.

Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/ authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultant.

14. Substitutions and Equivalents, Discontinued Items

The specifications in the Invitation define the minimum acceptable goods and/or services required. Minor deviations from the specifications may or may not be permitted at the sole discretion of the Town.

The Invitation may specify items by brand name and/or model number to designate the design, type of construction, quality, functional capability and/or performance level of the product requested.

If an item has been discontinued during the Invitation process, or is otherwise unavailable, the Town of Amherst will cancel the Invitation, or will issue an Addendum to update the specification. Proponents should notify the Town immediately when they become aware of any discontinuation of specified items.

If Proponents feel that they can provide items with equivalent or better functionality at the same or lower cost, they may be able to offer a substitute item. Substitutions offered must be of equal or better quality and clearly identified, and accompanied by brochures and technical information to permit evaluation of the item being offered. Substitution items must be identified by manufacturer's stock/part number and other descriptive information to establish equivalency. Substitutions offered without documentation sufficient to determine equivalency may be rejected as non-compliant.

The Town of Amherst reserves the right to inspect or test any product bid to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed. The Town will be the sole judge of equivalency.

Specifications may, for technical or logistical reasons, require that the items specified be supplied without substitution.

15. Standards and Certification

Where applicable, all equipment must be certified by the appropriate regulatory agencies (e.g. Canadian Standards Association, Communications Canada, Transport Canada, Canadian Gas Association, Health Canada, etc.), and/or must be approved by the appropriate Provincial agency (e.g. Office of the Fire Marshal).

16. Addenda, Corrections or Extensions of the Invitation

The Town of Amherst reserves the right to modify the terms of the Invitation at any time prior to closing, at its sole discretion.



The Town of Amherst will make information available to the public regarding any changes made to the Invitation, or any change in the closing date or time by posting the addenda on the Provincial website at www.gov.ns.ca/tenders . Proponents are responsible for ensuring that they are aware of and have complied with any Addenda.

When these changes occur within five business days of the closing date, the closing date may be extended to allow for a suitable Bid preparation time.

17. Environmental Considerations

The Town of Amherst may seek to purchase recycled and/or environmentally sensitive products where practical and effective.

Where appropriate, the integration of environmental considerations into Invitations may be noted in the specifications; the specifications will identify these considerations to ensure that suppliers have a full understanding of the conditions to be met.

18. Warranty

The Proponent must describe the duration, type (e.g. on-site, depot, ship-in or carry-in) and terms of the manufacturer's warranty on all goods.

If the Proponent provides any additional/ supplementary warranty coverage, describe this as well.

If warranties can be upgraded or extended, identify the upgrade costs separately. Do not include warranty upgrade or extension costs in the Bid price unless the Invitation specifically states that the upgrade is a mandatory requirement.

If local service is a requirement of the Invitation, describe the means by which this will be accomplished, i.e. by "own forces" or through a contractual arrangement with a third party (which must be identified - see Section 20 "Subcontractors and Consortium Bids").

19. No Restriction on Fair Use

The Proponent warrants that there are no patents, trademarks or other rights restricting the use, repair or replacement of the goods or services furnished or any part thereof. The Proponent agrees to indemnify and save harmless the Town of Amherst from and against all claims filed or prosecuted in any manner because of such use, repair or replacement of the goods or services being a violation of any patent, trademark, or other right.

20. Subcontractors and Consortium Bids

The use of a subcontractor is permitted, and encouraged where this will result in skills and technology transfer to the Town of Amherst.

Names of all Subcontractors and/or Consortium members, and the services they will provide, must be listed on or attached to the Bid, if requested.

If a Consortium Bid is being submitted, one of the Proponents must be prepared to take overall responsibility for successful provision of the goods or services, and this must be defined in the Bid. Failure to do so may result in disqualification of the Bid.

"Own Forces" may only be named as Subcontractors when the Proponent is equipped to carry out and normally carries out the work noted.

If subcontractors (including "own forces") are named, work must be carried out by the named forces and substitution of others will not be allowed without prior approval of the Town.



21. Right to Reject; Financial Stability; Non-Compliance

Failure to comply with any of the mandatory terms or conditions contained or referenced in the Invitation documents may result in the rejection of the Bid.

All of the terms, conditions and/or specifications stated or referenced in the Invitation are assumed to be accepted by the Proponent and incorporated in the Bid.

Proponents may be required to demonstrate financial stability, authorization to provide the goods/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Proponent's capability to satisfy the Invitation requirements. The Town of Amherst reserves the right to reject Bids from any Proponent that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.

The Town of Amherst reserves the right to waive minor non-compliance where such non-compliance is not of a material nature in its sole and absolute discretion, or to accept or reject in whole or in part any or all Bids, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. The Town of Amherst will be the sole judge of whether a Bid is accepted or rejected.

The Town of Amherst reserves the right to split an award amongst Proponents as deemed in the best interests of the Town.

22. Cancellation; No Award

Issuing an Invitation implies no obligation on the Town of Amherst to accept any Bid, or a portion of any Bid submitted. The lowest or any Bid will not necessarily be accepted.

Invitations may be cancelled in whole or in part without penalty, when a) the price Bid exceeds the funds allocated for the purchase; b) there has been a substantial change in the requirements after the Invitation has been issued; c) information has been received by the Town of Amherst after the Invitation has been issued that the Town feels has substantially altered the procurement; or d) there was insufficient competition in order to provide the level of service, quality of goods or pricing required.

If no compliant Bids are received in response to an Invitation, the Town of Amherst reserves the right to enter into negotiations with one or more vendors in order to complete the procurement.

The Town of Amherst has sole discretion in determining whether there is sufficient justification to cancel any Invitation.

No action or liability will lie or reside against the Town of Amherst in its exercise of its rights under this section.

23. Governing Laws and Trade Agreements

Unless the Invitation documents specifically state otherwise, the Invitation, all Bids, and any subsequent contracts will be construed and interpreted in accordance with the laws of the Province in which the Invitation was issued.

Invitations subject to the Atlantic Procurement Agreement, the Canadian Free Trade Agreement, or any other inter-provincial agreement, will be specifically identified as such in the public notice and/or the Invitation documents.



Copies of any applicable trade or procurement agreements and/or legislation can be obtained by contacting the Town of Amherst.

Proponents agree to comply with all applicable laws, regulations and standards, including all labour, occupational health & safety, and worker compensation requirements of the Province of Nova Scotia.

The Town of Amherst may consider and evaluate any Bids from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar Bid from a supplier located in this Province. The Town of Amherst will be the sole judge of whether these conditions will be used and the extent to which they will be applied.

Vendors registered to do business in any Atlantic Province can bid on Invitations issued by any other Atlantic Province without having to satisfy any local registration or residency requirements.

Under Canadian law (and international agreements), your Bid must be arrived at separately and independently, without conspiracy, collusion or fraud; see <https://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home> for further information.

24. Confidentiality and Freedom of Information

All Bids submitted become the property of the Town of Amherst. By submitting a Bid, the Proponent hereby grants the Town a license to distribute, copy, print or translate the Bid for the purposes of the Invitation. Any attempt to limit the Town's right in this area may result in rejection of the Bid.

Proponent's Bid package may be subject to disclosure under the Province's "freedom of information" legislation. By submitting a Bid, the Proponent agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. The Town cannot guarantee the confidentiality of the complete content of any Bid after the procurement has been awarded to the successful Proponent.

During the delivery and installation of goods and/or services, the Proponent or Proponent's staff may have access to confidential information belonging to the Town. Should this occur, the Proponent must ensure that such information is not released to any third parties or unauthorized individuals; failure to comply may result in criminal or civil charges and/or the Proponent's disqualification from any further Invitations issued by the Town of Amherst.

The Town of Amherst is required to comply with the Personal Information International Disclosure Protection Act (S.N.S 2006, c.3). This Act creates obligations for the Town of Amherst and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law. For more information on this Act please visit: (<http://nslegislature.ca/legc/statutes/persinfo.htm>).

25. Enquiries and Contacts

In case of any dispute over the completeness, accuracy and/or interpretation of any Invitation documents, the versions of such documents held by the Town of Amherst will be considered correct.

Information, offers, commitments or instructions obtained from any source other than the Town of Amherst will not be binding on the Town.

Enquiries regarding the Invitation must be made to the contact(s) named in the Invitation documents (or their designates); quote the Invitation number on any correspondence.



If an envelope was included with the Invitation documents, this envelope must not be used to submit an enquiry; these envelopes are not opened before the closing time for receipt of Bids.

Enquiries and the responses given may be recorded and may be distributed to all other Proponents as Addenda. No response shall be binding on the Town unless made in writing.

All enquiries regarding the interpretation of these Terms and Conditions, general procurement policy or procedures must be made to the Town of Amherst.

26. Accuracy of the Invitation; Right to Clarify

While the Town of Amherst has tried to ensure accuracy in the Invitation, it is not guaranteed or warranted by the Town to be accurate, nor is it necessarily comprehensive or exhaustive.

The Town will assume that all Proponents have resolved any questions they might have about the Invitation and have informed themselves as to existing conditions and limitations, site restrictions, etc. before submitting their Bids.

Nothing in the Invitation is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Invitation or its associated documents.

The Town of Amherst reserves the right in its sole discretion to clarify any Proposal after closing by seeking further information from that Proponent, without becoming obligated to clarify or seek further information from any or all other Proponents. However, Proponents are cautioned that any clarifications sought will not be an opportunity either to correct errors or change their Proposals in any substantive manner.

27. Language

Unless specifically requested otherwise, all Proposals, supporting materials, operation manuals and documentation must be in English, or both English and French.

28. Eligibility and Conflict of Interest

A Bid may not be eligible for acceptance if current or past corporate or other interests of the Proponent may, in the Town of Amherst's opinion, give rise to a conflict of interest in connection with a project.

Proponents are cautioned that acceptance of their Bid may preclude them from bidding on subsequent phases where a conflict of interest may arise; Proponents should study the project implementation strategy to determine whether or not they plan to submit Bids on subsequent phases.

If the Bid covers the first phase of what may prove to be a multi-phased project, the successful Proponent on the initial phase may be permitted to bid on subsequent phases as long as, in the Town's opinion, no conflict of interest would be created in performance of the work by that Proponent.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Town's opinion, give rise to a conflict of interest in connection with this acquisition will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the Invitation documents.



29. PROTECTION OF TOWN OF AMHERST AGAINST LAWSUITS

.1 Release

Except only and to the extent that the Town of Amherst is in breach of Section 24 –*Confidentiality and Freedom of Information*, the Proponent now releases the Town of Amherst from all liability for any Losses in respect of:

- .1 any alleged (or judicially imposed) breach by the Town of Amherst of the REQUEST FOR SUBMISSIONS (it being acknowledged and agreed that to the best of the parties' knowledge, the Town of Amherst has no obligation or duty under the REQUEST FOR TENDERS which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- .2 any unintentional tort of the Town of Amherst occurring in the course of conducting this REQUEST FOR PROPOSALS process;
- .3 the Proponent preparing and submitting its Proposal;
- .4 the Town of Amherst accepting or rejecting its Proposal or any other submission;
- .5 the manner in which the Town of Amherst:
 - (a) reviews, considers, evaluates or negotiates any Submission,
 - (b) deals with or fails to deal with any Submission or Submission, or
 - (c) decides to enter into a Contract or not enter into any Contract; and
 - (d) the proponent(s), if any, with whom the Town of Amherst enters a Contract.

.2 Indemnity

Except only and to the extent that the Town of Amherst breaches Section 24 –*Confidentiality and Freedom of Information*, the Proponent now indemnifies and will protect and save the Town of Amherst harmless from and against all Losses, in respect to any claim or threatened claim by the Proponent or any of its Sub-contractors or agents alleging or pleading.

- .1 any alleged (or judicially imposed) breach by the Town of Amherst or its officials or employees of the REQUEST FOR PROPOSALS (it being agreed to that, of the best of the parties' knowledge, the Town of Amherst has no obligation or duty under the REQUEST FOR PROPOSALS which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially),
- .2 any unintentional tort of the Town of Amherst or its officials or employees occurring in the course of conducting this REQUEST FOR PROPOSALS process, or
- .3 liability on any other basis related to this REQUEST FOR PROPOSALS or the Proposal process.

.3 Limitation

In the event that, with respect to anything relating to the REQUEST FOR TENDERS or this Tenders process (except only and to the extent that the Town of Amherst breaches 29.3 – *Limitation*, Section 29.4 – *Dispute Resolution*, Section 24 –*Confidentiality and Freedom of Information*), the Town of Amherst or its officials, officers, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its Sub-contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-contractors or agents on any basis or legal principle of any kind, the Town of Amherst liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.



.4 Dispute Resolution

Any dispute relating in any manner to this Request for TENDERS or the Tenders process (except only and to the extent that the Town of Amherst breaches Section 29.3 – *Limitation*, Section 29.4 – *Dispute Resolution*, Section 24 – *Confidentiality and Freedom of information*, and also excepting any disputes arising between the Town of Amherst and any proponent with whom the Town of Amherst has entered a Contract) will be resolved by arbitration in accordance with the CCDC 40.

30. Survival/Legal Effect of Tenders Contract

All of the terms of this Attachment A to this Tender Form which by their nature require performance or fulfillment following the conclusion of the Tenders process will survive such issuance and will remain legally enforceable by and against the Proponent and the Town of Amherst.

AS EVIDENCE OF THE PROPONENT’S INTENT TO BE LEGALLY BOUND BY THIS ATTACHEMENT A, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT A, AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Authorized Signatory for the Proponent

Date

Print Name and Title



PROPOSAL FORM
 All prices to exclude HST

DESCRIPTION	PRICE
Five-Ton Single Axle Truck – Cab and Chassis complete with Reversible Plow, Wing, and Dump Box	\$

Make: _____

Year: _____

Model: _____

Earliest Guaranteed Delivery Date (Complete): _____ (# of calendar days for delivery to TOA after receipt of purchase order)

Location of Service Dealer: _____

Price per hour for service work done outside warranty period: _____

Extended Warranty Programs available:

- Build sheet is included in submission
- Attachment A Signature page only included in submission
- Three references full information included in submission
- Warranty information is included in package
- Addenda # _____ acknowledged

OPTIONAL PRICING	PRICE
Salt spreader controller and related hydraulic and electrical connections	\$



SIGNATURES

DATED THIS _____ DAY OF _____, 2022.

[Seal] Name of Firm Tendering

Signature of Signing Officer

Name and Title of Signing Officer (Printed)

Witness Name and Title (Printed)

Witness Name and Title (Printed)

Full Company Address, with Postal Code

Telephone No.

Fax No.

****NOTE:** Proposals submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent.