

THE CORPORATION OF TAY VALLEY TOWNSHIP TENDER FOR

ONE (1) 2015 3-TON CAB AND CHASSIS 4X4 TRUCK C/W DUAL REAR WHEELS

CONTRACT #2015-PW-010

TENDERS RECEIVED BY:

The Corporation of Tay Valley Township 217 Harper Road, Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161 Fax: 613-264-8516

E-mail: <u>clerk@tayvalleytwp.ca</u>
Website: <u>www.tayvalleytwp.ca</u>

PART "A" - INFORMATION TO BIDDERS

1. Tender Form

Sealed Tenders, clearly marked as to the contents, on the forms supplied by the Township, will be received, by the undersigned or his/her designated representative, at the Municipal Office, 217 Harper Road, Perth, Ontario, until 1:00 p.m., local time, as determined by the clock located in the reception area of the Municipal Office, on Wednesday, September 23rd, 2015 for one 2015 3-ton Cab and Chassis 4x4 Truck.

Tenders received after closing time will not be considered.

The Corporation of Tay Valley Township 217 Harper Road, Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161 Fax: 613-264-8516

E-mail: clerk@tayvalleytwp.ca

One copy of the **completed Form of Tender**, Part "D", on the forms provided, shall be submitted. All information shall be shown in the tender in the spaces provided, including the signature of the Bidder with his/her address and telephone number.

Tender Forms must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. Tenders must be submitted, using the Tender Label – Form 5 (to be affixed on your Tender Envelope).

The Tender must be legible, written in ink or typewritten, where stipulated, with the unit price for every item and other entries clearly shown. Tenders which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to The Corporation of Tay Valley's Form or by a covering letter, or by alterations to the form supplied, unless otherwise provided in Part "A" - Information to Bidders.

Tenders received by fax or email will be disqualified.

PART "A" - INFORMATION TO BIDDERS

2. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid **in addition** to the tendered price.

3. Insurance

The General Liability policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a) Third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence.
- b) The Municipality shall be added as an additional insured.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) The policy shall contain a provision for contractual liability oral and written
- e) The policy shall provide the Municipality with 30 days' notice of cancellation or nonrenewal.
- f) Non-owned Automobile Coverage for a limit of not less than \$2,000,000 including contractual non-owned coverage.
- g) Contingent Employer's Liability.
- h) Broad Form Property Damage.

The Company acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Corporation of Tay Valley Township, its agents and employees from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

The Contractor shall obtain and keep in force for the duration of this contract automobile under a standard Automobile Policy with limits no less than \$2,000,000 in respect of each owned or leased licensed vehicle.

PART "A" - INFORMATION TO BIDDERS

4. Clarification of Documents

Any clarification of The Corporation of Tay Valley Township's documents required by the Bidder, prior to submission, shall be requested through the Township. Any such clarifications so given shall not, in any way, alter the Township's documents and the Company and The Corporation of Tay Valley Township agree that in no case shall oral arrangements be considered. No officer, agent or employee of the Township is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued to Bidders as written Addenda. In the submission, the Bidder shall list all Addenda that were considered when the submission was prepared.

All guestions shall be directed, in writing (by email) to the Clerk.

All questions/discrepancies identified must be sent to the Township at least three (3) business days prior to the submission due date.

Copies of all questions and answers and any addenda will be posted on the website no later than two (2) business days prior to the submission due date.

5. Contract Documents and Order of Precedence

The contract documents shall consist of all the pages of the Tender documents, issued by the Township, and the Company's submission. Do not remove any pages from the Township's Form.

These documents, and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials or services complete and suitable for the Township's intended use.

None of the conditions contained in the Bidders standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth or specifically referred to therein.

6. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder's discretion. Withdrawal notification must be in written form, signed and must be submitted to the Clerk. No fax, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

PART "A" - INFORMATION TO BIDDERS

7. Public Opening

All submissions will be opened at the Municipal Office, 217 Harper Road, Perth, Ontario, on the same day and time as the closing date. All submissions will be deemed public documents and subject to public information requests.

8. Tender Results

The names of the Bidders and total bid prices will only be made available at the Tender Opening. After the Tender Opening, requests may be submitted to the Township for the results and only the names of the Bidders and total bid prices, as read out at the Tender Opening, will be given in the reply. Bid results will be posted on the Township's Website at www.tayvalleytwp.ca within 48 hours of the Tender Opening.

9. Bid Acceptance

It shall be the policy of The Corporation Tay Valley Township ("Township") that in any procurement of goods and services or construction invitations to tender by the Township, the Township reserves the right to reject an offer to supply goods and/or services or Tenders presented in response to the Township's procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period. Township Council may remove a Company's name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Township Contract.

Unless otherwise specified in these Tender documents, that this Tender constitutes an irrevocable offer to provide the goods and/or services described herein for a period of ninety (90) calendar days from the closing date of the receipt of Tenders. The Township anticipates awarding the Contract no later than October 14th, 2015.

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Bidders submitting identical prices, to accept or reject any Submission in whole or in part; to waive irregularities or omissions. If in so doing,

PART "A" - INFORMATION TO BIDDERS

the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The placing in the mail or delivery of a notice of award to the Company address, given in the Submission, shall constitute notice of acceptance of the Contract.

10. Assignment

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

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Township be responsible for these costs.

11. Definitions

Wherever the words "Township" or "Corporation" appears in this Contract, it may be interpreted as meaning "The Corporation of Tay Valley Township".

Wherever the words "Contractor", "Constructor" or "Company" appears in this Contract, it may be interpreted as meaning "the successful Contractor".

Wherever the words "Manager" or "Contract Administrator" or "Representative" appears in this Contract, it shall be interpreted as meaning the "The Public Works Manager" or such other officers as authorized by The Corporation of Tay Valley Township to act in any particular capacity.

12. Laws and Regulations

The Company shall comply with relevant, federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

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

PART "A" - INFORMATION TO BIDDERS

13. Health and Safety

The Company assumes full responsibility for conforming with all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation. The Company will be deemed to be the "Constructor" for the duration of this Contract.

Accordingly, all Companies shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation.
- (b) Provide a copy of your Company's Health and Safety Policy, dated not later than **2015**, within one week of acceptance of Tender.
- (c) Provide a copy of the applicable WSIB Certificate of Clearance or equivalent (if the Bidder is from outside Ontario), upon execution of the Contract agreement.

Upon request, at any time, from the awarding to the completion of the Contract, submit proof of fulfillment of the above noted.

14. Accessibility

The Vendor shall provide a declaration that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations.

15. Default by Company

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Township may, without notice; terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township's written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

PART "A" - INFORMATION TO BIDDERS

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

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

- Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

16. Contract Cancellation

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

17. Tender Deposit

Each Tender shall be accompanied by a certified cheque in the amount of ten percent (10%) of the bid price payable to the Township, "Tay Valley Township". This shall be returned within ten (10) days of Tender Opening to all bidders except for the successful and second placed bidder. In the case of the second placed bidder this shall be returned upon start of contract by successful bidder. In the case of the successful Tender, this shall be returned after successful completion of the Contract. If a deposit percentage results in a fraction, it must be rounded up to the nearest dollar. If applicable, in subsequent years, sixty (60) days prior to the start of the work, the Township shall require a certified cheque, in the amount of 10%, for each subsequent year of the Contract. Please complete the attached Tender Deposit Cheque – Method of Return – Form 4.

PART "A" - INFORMATION TO BIDDERS

18. Responsibility

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by reason of the acceptance or the non-acceptance of a Tender save as provided in the Contract. The Township reserves the right to reject any or all Tender and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any Tender will not necessarily be accepted.

19. Lowest Bid

Lowest, or any Tender, not necessarily accepted.

20. Liquidated Damages

Liquidated damages shall be paid by the contractor if the delivery called for in the Tender is not completed within the time set out in the Tender, or by an amended date approved by the Municipality. The Contractor agrees to pay the Municipality liquidated damages at a sum of 2% of the total tender price per calendar day, for each day's delay in delivery.

21. Payments

- (a) The Company shall invoice the Township, "Tay Valley Township", for upon delivery. The Township shall pay ninety percent (90%) of said invoice within thirty (30) days.
- (b) Payment by the Township, of the ten (10%) percent holdback, shall be made forty-five (45) days have from the date of delivery.

Part or whole of this Contract is contingent upon the budget approval of the Township.

PART "B" - GENERAL CONDITIONS

- 1. The unit shall be delivered **on or before December 31st, 2015, or on a date agreed to by both parties**, to the Township yard, 217 Harper Road, Perth, Ontario and if the unit is not received on or before the date indicated by the bidder on the tender form, the Township reserves the right to initiate "Liquidated Damages Clause 15 Part "A" Information to Bidders".
- 2. The following specifications are prepared with the intention of providing a basis for securing competitive bids. Notwithstanding certain detail, equipment of similar design and construction will receive consideration if, in the opinion of the Tay Valley Township, it is considered to be suitable for the intended application and generally conforms to performance requirements. All bids on equipment not fully meeting the specifications shall be accompanied by a statement fully outlining any departures from the specifications and fully describing the equipment offered. Bidders must also complete the column indicated "Specify" specification statement.

PART "C" - SPECIAL CONDITIONS - ITEMS

- 1. This specification covers a **3-ton cab and chassis 4x4 truck** used in the maintenance of highways and municipal roads.
- This specification covers only the major details of a unit. It is the supplier's
 responsibility to deliver a fully equipped unit with compatible components to provide
 dependable efficient service.
- 3. No wiring is to be cut or spliced without written approval from the OEM or the Corporation of Tay Valley Township.
- 4. No frame or structure is to be cut, welded or drilled without written approval from the OEM or the Corporation of Tay Valley Township.
- 5. All wiring to be spliced must be soldered and covered with shrink tube.
- 6. All aftermarket installation, service and operators' manuals as well as warranty certificates must be forwarded to the Corporation of Tay Valley Township.
- 7. A copy of the owners, parts, service, operators (2 copies), shop manuals (including complete wiring diagrams) and CDs will be forwarded to the Corporation of Tay Valley Township.
- 8. All warranty certificates and the vehicle line ticket must be forwarded to the Corporation of Tay Valley Township.
- 9. A complete list of all oils and filters must be forwarded to the Corporation of Tay Valley Township.
- 10. Dealer will license the vehicle until December 31st, 2015. Do not include in the tender price. Invoice separately.
- 11. Unit will be delivered as a complete working unit to 217 Harper Road, Perth Ontario K7H 3C6.
- 12. Dealer will have the unit MTO certified.
- 13. Warranty and in service date will start the day the unit is delivered to 217 Harper Road, Perth Ontario K7H 3C6.

PART "D" - FORM OF TENDER

I	_, of,,
	cooration, other than the one whose signature or and seal is or are attached below, has any contract proposed to be taken.
comparison of figures or arrangement	er is made without any connections, knowledge, with any other company, firm or person making all respects fair and without collusion or fraud.
Township is or will become interested, otherwise, in the performance of the Co	er of the Township Council, or any Officer of the directly or indirectly, as a contracting party or ontract, or in the supplies, work or business to ofits thereof, or any such supplies to be used erived therefrom.
I FURTHER DECLARE that several marrespects true.	atters stated in the said Tenders are in all
been received, and that all changes spincluded in the prices submitted. I do he to do all of the work and to furnish all neand other means of construction, and to materials mentioned and described or described, in strict accordance with the and to accept in full payment therefore	m/Addenda No, inclusive, has/have becified in the Addendum/Addenda have been nereby tender and offer to enter into a Contract, becessary labour, machinery, tools, apparatus to provide furnish, deliver, place and erect all implied therein, to complete the work, herein e plans, specifications and special provisions the sums calculated in accordance with the ere noted, at the unit prices set forth in the
Witness	Signature
Date	Name of Company
E-mail Address	Address
Name of Signing Authority for Contract (Please print)	Telephone
Community	Initials

PART "D" – FORM OF TENDER

SPECIFICATIONS AND CONFIRMATION FOR TRUCK

SPECIFICATIONS	CONFIRMA	<u>TION</u>
Vehicle supplied with suitable components to comply with the following Specification in all aspects:	YES:	NO:
Engine and Body		
6.6L and higher diesel	YES:	NO:
6-Speed Automatic Transmission minimum	YES:	NO:
300 HP	YES:	NO:
C/W Exhaust Brake	YES:	NO:
C/W DEF and SCR Systems	YES:	NO:
G.V.W. 19,500 lbs minimum	YES:	NO:
Cab to axle length: 84 Inches (body installer to confirm)	YES:	NO:
Payload: 11,000 lbs minimum	YES:	NO:
Body paint: Red	YES:	NO:
Suspension: Heavy Duty	YES:	NO:
Rear Axle Ratio: 4.10	YES:	NO:
Wheel and Tires: Seven (7), Michelin LTX AT, steel-belted Radial ply tires. Tire size 225/70R19.5.	YES:	NO:
Transfer Case: Electric Shift-on-the Fly	YES:	NO:
Steering and Brakes: Power Assisted. All wheel Anti-lock Braking system (ABS)	YES:	NO:
Alternator: 200amps. Minimum	YES:	NO:
Batteries: 2x 730 CC minimum, maintenance-free	YES:	NO:
D 40 400		_ Initials

PART "D" - FORM OF TENDER

Fuel Tank: 196L Minimum	YES:	NO:
Miscellaneous: 7-pin Trailer Plug in	YES:	NO:
Body Accessories		
Floor Covering – black vinyl	YES:	NO:
Two (2) 12 volt power outlets min	YES:	NO:
Interior mirror – day and night	YES:	NO:
Exterior mirrors – two, extending and folding with lower convex, 12 volt heater and power adjustable from cab	YES:	NO:
Block Heater – 115 volts, 400 watts, minimum	YES:	NO:
Jack	YES:	NO:
Driver's side air bag	YES:	NO:
Deluxe Cloth/Vinyl Dark Grey 40/20/40 Bench Seating With centre storage	YES:	NO:
Power Windows and Door Locks	YES:	NO:
Air Conditioning	YES:	NO:
Wheel Wrench	YES:	NO:
AM/FM Radio	YES:	NO:
Blue Tooth	YES:	NO:
Intermittent Wiper System	YES:	NO:
Tinted Windows	YES:	NO:
Winter Front Grille Cover	YES:	NO:
Fog Lights	YES:	NO:

PART "D" - FORM OF TENDER

Black Tubular Side Steps	YES:	NO:
C/W H.D Snow Plow Prep Group	YES:	NO:
C/W Cruise Control	YES:	NO:
C/W Engine Shut Down Timer	YES:	NO:
C/W Two Front Tow Hooks	YES:	NO:
C/W Backup Beeper	YES:	NO:
DELIVERY		
Delivery shall be FOB the Customer's shop	YES:	NO:
Delivery time frame after receipt of purchase	YES:	NO:
WARRANTY		
The equipment shall include the standard manufacturer's one year warranty	YES:	NO:
An additional powertrain warranty shall be included FOB dealer for a total of five years / 5,000 hours. Include a description with the bid	YES:	NO:
Warranty shall be effective from Customers in service date	YES:	NO:
Warranty shall be FOB the customers shop	YES:	NO:

_____Initials

PART "D" - FORM OF TENDER

List t	three municipalities in Ontario that have pur	chased a similar machine in the last 2 years
	1	
	2.	
	3.	
List le	location and contact information of Manufac	
Dista	ance from Tay Valley Township to nearest fi	
	KMs	
	Location	
<u>PRO</u>	OVISIONAL ITEMS	
Pleas	ase show pricing for the following options	s separate from tender:
a)	Vehicle operation training by manufactu	rer's technician:
b)	Extended vehicle warranty option (specyears):	ify length of time above 2
c)	Extended engine and drive train warran years):	ty option (specify length of time above 2

PART "D" – FORM OF TENDER

I/We hereby agree to supply one 2015 3-ton cab and chassis 4x4 truck complete in working condition in accordance with Parts "A", "B" "C" and "D" of this tender for the following price:

MAKE:	MODEL:	
	YEAR:	
DESCRIPTION	TOTAL PRICE Canadian \$	
Supply one (1) 2015 3-ton cab and chassis 4x4 truck		
The specified 3-ton cab and chassis will be delivered to the Tay Valley Township garage, 217 Harper Road, RR4, Perth, Ontario on or before December 31st 2015, or on a date agreed to by both parties .		
Delivery Date:		
Notes:		
i) HST will be paid in addition to the tendeii) Prices must be rounded to two decimal	•	

Initials

PART "D" - FORM OF TENDER

TENDER DEPOSIT CHEQUE METHOD OF RETURN - FORM 4

Please complete this form indicating your preference for returning your tender deposit cheque.

The Company will pick up cheque.
A Township Staff Member will notify the Company when the cheque is available for pick-up.

If you are selecting this option, if possible, please provide the name of the representative who will pick up the cheque.

Name:

Send cheque by Purolator Courier.
Note: courier charges will be the responsibility of the Company.
My Purolator Account #:

Send cheque by Regular Mail.

Company Name:

Signature of company representative

Date:

PART "D" - FORM OF TENDER

CHECKLIST

1.	Deposit enclosed (pursuant to Part "A" – Information to Bidders)	
2.	Completed Part "D" enclosed	
3.	Pertinent literature describing all the equipment in the tender	
DOCL	JMENTS UPON AWARD OF CONTRACT:	
1.	Certificate of Liability Insurance – Part "A" (3)	
2.	2015 Health and Safety Policy - Part "A" (13)	
3.	WSIB Certificate of Clearance – Part "A" (13)	
4.	Accessibility Declaration – Part "A" (14)	

____Initials

PART "D" – FORM OF TENDER

TENDER LABEL - FORM 5

To help identify your Tender, please cut out the label below and affix this label to the outside of your Tender Envelope:

THE CORPORATION OF TAY VALLEY TOWNSHIP TENDER FOR ONE 2015 3-TON CAB AND CHASSIS 4X4 TRUCK CONTRACT #2015-PW-010

The Corporation of Tay Valley Township

217 Harper Road,

Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161 Fax: 613-264-8516

E-mail: clerk@tayvalleytwp.ca

CONTRACT NUMBER: CLOSING DATE:

1:00PM

2015-PW-010 September 23rd, 2015

YOUR COMPANY'S NAME AND ADDRESS:

Use the above label for your envelope when you submit your Tender Document.

Initials