



Municipality of South Bruce

MUNICIPAL OFFICE
P.O. Box 540, 21 Gordon Street East, Teeswater N0G 2S0
Phone (519)392-6623 Fax (519) 392-6266
Email: schambers@town.southbruce.on.ca

Request for Tender

The Municipality of South Bruce invites you to provide a quotation for the following item(s);

TENDER FOR THE SUPPLY AND DELIVERY OF ONE (1) ONE TON TRUCK WITH DUMP BODY

Tender No. 2010-T-2

Tenders, marked **ONE TON TRUCK WITH DUMP BODY** shall be received until 12:00 p.m. on Thursday, September 2nd, 2010.

The lowest or any quotation not necessarily accepted.

Yours truly,

Sharon A. Chambers
Manager of Operations,
Municipality of South Bruce

CONTENTS

INFORMATION TO BIDDERS	IB-1 to IB-4
TENDERING SPECIFICATIONS	TS-1 to TS-2
GENERAL CONDITIONS	GC-1 to GC-2
SPECIFICATIONS	S-1 to S-6
FORM OF TENDER	F-1 plus S-3 to S-6

TENDER DUE DATE

1. The Tender set must be returned, sealed in an envelope and clearly marked as to content, to the undersigned no later than **12:00 p.m. on Thursday, September 2, 2010.**

Municipality of South Bruce
Sharon Chambers, Manager of Operations
P.O. Box 540, 21 Gordon Street East
Teeswater, Ontario
N0G 2S0

The Tenderer is responsible for delivering the Tender before the closing date and time and assumes the risk of any and all means of delivery be it by hand, mail or courier.

TENDER OPENING

2. Tenders will be opened in public at approximately 12:05 p.m. on the date of closing in Council Chambers, Municipality of South Bruce, 21 Gordon Street East, Teeswater, Ontario.

VALID TENDER

3. a) All pages contained in the tender documents form an integral part of this tender.
b) The tender set consisting of all **pricing pages, signature pages, pages requesting information and addenda etc.** must be executed properly and returned to constitute a valid bid.
4. Tenders shall be irrevocable for **60 days** after the official date of closing.

BASIS OF AWARD

5. It is the Municipality's intention to award to the lowest compliant bidder. The Municipality reserves the right to consider the degree to which bids comply with the specifications for each vehicle, delivery lead times and associated costs during the analysis of bids and award of Contract.

MINIMUM SPECIFICATIONS

6. Where minimums are called for, they are to serve only as a guideline for bidders who choose to bid on equivalent equipment. The unit should meet or exceed the capacity, size and/or performance specified. Since manufacturers may change specifications from time to time, the Municipality reserves the right to accept minor deviations from the minimum specifications herein, provided that the proposed unit meets or exceeds the Municipality's required performance functionality and compatibility requirements for its operation.

Where brand names are specified or where specifications are a certain brand or manufacturer, except where indicated no substitution, bids for alternative units will be considered provided that, in the opinion of the Municipality, the specification for the unit meets or exceeds our requirements for the intended use of the vehicle or equipment.

NON-CONFORMANCE

7. The Municipality of South Bruce, Public Works Department, shall inspect the unit prior to or when delivered to determine if it has been supplied in accordance with the specifications of this Tender. If deficiencies exist, the Municipality shall reserve the right to:
 - a) Direct the supplier to immediately correct deficiencies or replace the unit provided at no additional cost to the Municipality.
 - b) Failing immediate action by the supplier, the Municipality will correct the deficiencies and deduct from payment to the supplier the total costs incurred, OR
 - c) Where in the opinion of the Municipality's Manager of Operations, it has been determined that the deficiencies are substantial and cannot be remedied through repairs or modifications to the unit supplied, Contract may be cancelled.

LICENSING

8. The successful bidder shall supply dealer plates on the vehicle for delivery to the Municipality.

PREPARATION OF BID

9. All items must be bid and information must be provided where requested, unless otherwise specified.
10. Fill in blanks in Tender set and appendixes by typewriter or ink as specified and instructed. Blank spaces are not permitted.
11. The bidder must initial erasures, overwriting and strikeouts.
12. Return with the tendering documents in the tendering envelope warranty information.
13. Adjustments by telegram, telephone, facsimile or letter to tender documents or to a bid already submitted will not be accepted.

DISQUALIFICATION OF BIDS

14. Bids received after the specified closing date and time will be disqualified.
15. The insertion of an escalation clause or qualified price will automatically disqualify the bid.
16. The bidder agrees that the Tender is made without connection, knowledge, comparison of figures, or arrangements with any persons submitting a Tender and it is in all respects fair and without collusion or fraud. Upon presentation of evidence of collusion, intent to defraud or illegal practices on the part of the bidder, the bid will be disqualified.

MUNICIPALITY'S RIGHTS

17. Tenders which are incomplete, obscure, contain alterations not called for or irregularities of any kind, may be rejected and the Municipality reserves full discretion for any decision thereof including to accept or not accept any such Tender.
18. The Municipality reserves the right to:
 - a) Cancel the Tender at any time prior to acceptance of a bid.
 - b) Reject any or all Tenders.
 - c) Not consider any or all Tenders.
 - d) Not accept any or all Tenders.
 - e) Accept the Tender in whole or in part.
 - f) Cancel any order if the goods or services are unsatisfactory.

If in so doing the best interests of the Municipality will be served. No liability shall accrue to the Municipality whatsoever in this regard.

19. Should a dispute arise from the terms and conditions of the Tender documents regarding meaning, intent or ambiguity, the decision of the Municipality shall be final.
20. Any opinion of the Municipality with regard to a bidder's qualification and/or ability to perform the work of this Tender shall be final.

GENERAL

21. The Municipality should be notified whether bidding or not, either by telephone, blank Tender document return or in writing.
22. In the receipt of Tenders, the lowest or any quotation not necessarily accepted.
23. Inquiries concerning specifications or any point of clarification with regard to the Tender should be directed to:

General Inquiries, Tendering, Procurement

Sharon Chambers
Manager of Operations
Municipality of South Bruce
21 Gordon Street East,
Teeswater, ON N0G 2S0
Phone: 519-392-6623
Email: schambers@town.southbruce.on.ca

General Conditions, Specifications

Doug Reinhardt
Operations Supervisor
Municipality of South Bruce
21 Gordon Street East,
Teeswater, ON N0G 2S0
Phone: 519-392-6623
Email: dreinhardt@town.southbruce.on.ca

24. The Municipality reserves the right to inspect the facilities and equipment of a bidder for the work of this Tender and make any and all investigations including credit checks and request such further information as the Municipality deems necessary, in its sole discretion, to ensure the bidder is qualified and capable to perform the work of this Tender. The physical and financial resources of a bidder as deemed necessary and satisfactory to the Municipality to sustain and complete the work to the satisfaction of the Municipality is required.
25. No member of Council or any officer of the Municipal Corporation is, shall be or become interested, directly or indirectly in, or in the performance of the Contract, or in the business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived there from.
26. The bidder agrees that the Tender is made without connection, knowledge, comparison of figures, or arrangements with any persons submitting a Tender and it is in all respect fair and without collusion or fraud.
27. Except as expressly and specifically permitted in these instructions to bidders, no bidder shall have any claim for any compensation of any kind whatsoever; as a result of participating in this Tender call and by submitting a Tender each bidder shall be deemed to have agreed that it has no claim.
28. Award of a Tender is subject to budget and Council approval.

BIDDING CONDITIONS

1. The vehicle is to be delivered and ownership transferred to the Municipality by November 1, 2010.
2. Price must be shown for units, extensions and totals in accordance with the following:
 - a) Unit price shall be extended and calculated to arrive at a total amount.
 - b) Company invoicing shall state the applicable taxes in effect at the time delivery is made to the Municipality.
 - c) The Harmonized Sales Tax (HST) shall be stated extra to the prices bid for a total amount.
 - d) Price shall include freight.
 - e) F.O.B. Municipal Office, 21 Gordon Street East, Teeswater, Ontario.
 - f) Shall be in Canadian funds.
 - g) The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.
3. Price bid must include all incidental costs and the bidder must be satisfied as to the full requirements of the Tender. No claims for extra work or costs will be entertained. Should the bidder require more information or clarification on any point, it must be obtained prior to the submission of the Tender.
4. Bidders must be self satisfied to the requirement specified herein and to include all costs to provide the goods and perform the work as specified herein at the tendered amounts. The submission of a Tender shall constitute presumptive evidence that this requirement has been satisfied.
5. No oral arrangement or agreement relating to the labour, materials, products, equipment, tools, machinery, freight, services or work specified in this Tender will be considered binding and every notice, advice or other communication pertaining thereto will be as follows:
 - a) Prior to competition closing time, in the form of a written addendum.
 - b) After Municipality's acceptance of a Tender, must be in writing, signed by a duly authorized person of the company, and accepted by the Municipality.
6. Withdrawal of Tender(s) shall be allowed when requests are made in accordance with the Municipality's Purchasing and Procurement Policy.
7. Withdrawal requests received after the competition closing time will not be received.
8. Work shall be scheduled and started immediately following confirmation of a purchase order and the Municipality's receipt of acceptable securities.

9. If, at any time during the progress of the Contract, the Municipality is aware of any liens against the works, no further payments will be made until such lien or liens are removed.

WARRANTY

10. Warranties may be attached on a separate sheet outlining warranty information and extended warranties where offered. Unless an extended warranty is specified in the document, the cost of any extended warranty option are NOT to be included in the bid cost for the vehicle or equipment but are to be shown separately on the bidders letterhead as an optional price which the Municipality may choose to accept or not. Extended warranty information should be recorded on the bid forms under comments together with costs, if applicable.

ADDENDA

11. Changes to this tendering document will be issued as an addendum. Addenda will be posted on the Municipality's website, and faxed to all bidders who have been added to the bidders list.
12. Bidders may be added to the bidders list for this and future vehicle tenders by contacting: Therese Estephan, Administrative Assistant/Compliance Co-ordinator at:
Email: testephan@town.southbruce.on.ca or Phone: 519-392-6623.
13. Addenda are posted on the Municipality of South Bruce website at:
<http://www.town.southbruce.on.ca/news.php?news=tender>
14. All addenda must be acknowledged on Form of Tender and as instructed, incorporated or inserted into the bid document. A bid which does not acknowledge addenda will be rejected.

LIABILITY AND INSURANCE

15. The bidder agrees to indemnify and save harmless the Municipality, including employees from all actions, suits, claims, demands for all damage or injury including death to any person or persons and costs whatsoever which may arise directly or indirectly by reason of a requirement of this Contract, save and except for damage caused by the negligence of the Municipality, including employees.
16. The bidder will render the Municipality free from any liability which might arise from any breach of the Municipal, Provincial or Federal regulations, Ordinances, By-laws and Laws and from any debts or obligations contracted by the bidder or employees in conjunction with the performance of this Tender and Contract.

INTREPRETATION OF PHRASES

1. a) The word "Municipality", "Owner" shall be understood as referring to the CORPORATION OF THE MUNICIPALITY OF SOUTH BRUCE who is for the duration of this Contract owner of the works to be constructed herein. Direction or approval given by an authorized official, or authorized owner's representative, shall be considered as the "Municipality" also.
- b) The words "Bidder", "Company", "Contractor" or "Constructor" shall be understood to mean the person, persons, co-partnership or corporation who has agreed to perform the work embraced in this contract or to his or their legal representative or their assigns.
- c) Whenever the words "directed", "required", "considered", "necessary" or words of like import used, it shall be understood that the direction, requirements, etc. of the Municipality is intended and similarly the words "approval", "satisfactory" or words of like import shall mean "approved by", "acceptable" or "satisfactory" to the Municipality.
- d) Whenever the word "Tender" is used in this Contract, it shall be understood as referring to and including the general conditions, directions, specifications, schedules and requirements contained in binder, together with all documents of any description and agreements made or to be made pertaining to the method or manner of performing the work or to the quantities as shown by test records of acceptable materials to be furnished under the Contract. "Tender" shall also include the Information to Bidders, Addenda, Schedule of Unit Prices and Contract for performance of the work.
- e) The word "Contract" is understood to mean the Agreement covering the supply of goods and performance of the work to properly and satisfactorily complete the work indicated.
- f) Where any mention is made to the masculine gender in any part of the tendering documents or contract, it shall be interpreted as, and deemed to mean, the masculine or feminine gender.

QUALIFIED COMPANY

2. Tenders will be accepted from any company qualified and experienced in the supply and delivery of new trucks as specified herein. Bidders must be registered dealers under the Motor Vehicle Dealers Act and they must be a registered dealer with the manufacturer of the product on which they are bidding. If proof of registration is requested and not provided, the bid will be rejected. Demonstrator models may or may not be considered at the sole discretion of the Municipality. Where brand names are specified or where specification are tailored to a certain brand or manufacturer, bids for alternative units will be considered provided that, in the opinion of the Municipality, the specification for the unit meets or exceeds our requirements for the intended use of the vehicle or equipment.

The Municipality's decision as the acceptability of the company's qualifications shall be final.

COMMENCEMENT

3. The company will be required to commence work upon receiving a purchase order from the Municipality and the Municipality's receipt of appropriate securities and complete delivery(ies) as agreed otherwise this agreement shall be null and void.

CONFLICTS AND OMISSIONS

4. The Company shall do all work and furnish all goods in accordance with the best practice and in the event of any inconsistency or conflict in the provisions of the specifications, such provisions shall take precedence and govern in the following order:
 1. Information to Bidders
 2. Tendering Specifications
 3. General Conditions
 4. Specifications
 5. Form of Tender

The Municipality shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of the intent of the specifications. Any work or material not herein specified but which may be fairly implied as included in this Contract of which the Municipality shall be the judge, shall be furnished and related costs by the Company.

The approval of the Municipality in writing must be obtained by the Contractor before stopping work for an extended period, such as during winter weather.

MUNICIPALITY'S POWERS

5. Municipality staff are required to ensure the provisions of the Tender are faithfully adhered to, especially in regards to the quality of goods and workmanship. Substandard quality, defective or damaged goods shall be replaced by the company promptly as requested by and, at no cost to, the Municipality.

ASSIGNMENT AND SUB-LETTING

6. The work to be performed under this Contract, or any part thereof, any monies or orders payable under this Contract shall not be assigned nor sublet by the Company without the written authority of the Municipality. This shall not, under any circumstances, relieve the Company of liabilities and obligations under this Contract.

BANKRUPTCY AND CANCELLATION OF CONTRACT

7. a) If the Company shall become bankrupt or insolvent, or shall compound with or propose any composition to creditors for the settlement of debts, or shall commit any act or insolvency, or shall attempt to transfer, sublet, assign or otherwise dispose of this Contract or any part thereof, except as herein provided, or should the work under this specification or any portion thereof be abandoned by the Company or should at any time the Municipality judge and certify in writing that the said work or any part of it is unnecessarily delayed, or that the Company is violating any of the conditions or covenants of the Contract or is executing the same in bad faith, the may notify the Company to discontinue all work under the Contract. The Municipality may employ other parties to supply the goods in such manner as they may decide.

1. The work of this Tender is for the supply and delivery of one (1) new current model year one ton truck with dump body, to be used by the Municipality of South Bruce, Public Works Department, in accordance with terms, conditions, and specifications contained herein, to the satisfaction of the Municipality.
2. The basic vehicle requirements must include, but not limited to, the specifications as listed in Specifications – pages – S-3 to S-6.
3. The specifications list the major details of the vehicles. The bidder is responsible to deliver vehicles equipped with compatible components to comply with the specification in all respects and to provide dependable, efficient service to the satisfaction of the Municipality.
4. Where a minimum is called for, the item shall meet or exceed the capacity, size or performance specified. See Information to Bidders - Item #6.
 - a) A mark in the "YES" space shall mean compliance with the specification and can be further detailed in the SPECIFY space.
 - b) A mark in the "NO" space shall mean a deviation from the specification and must be further detailed in the SPECIFY space. Deviations will be evaluated and acceptance of these deviations is within the discretion of the Municipality of South Bruce.
5. The vehicle shall meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulations: (SOR 70-487)" amended and must bear the National Safety mark outlined in those regulations.
6. All items must be bid and information must be provided where requested.
7. In order to substantiate equivalency of any item, the bidder agrees to submit samples, printed product description(s), and test data, installation instructions, standards, certification, guarantee/warranty information, evidence of successfully incorporating such items for use and similar information that may be requested by the Municipality.
8. A complete parts and shop repair manual or CD shall be provided for the vehicle and any component there of at the time of delivery. One (1) line sheet shall be provided at the time of delivery and one (1) line sheet to be submitted with the invoice. If manuals or CD are not supplied at the time the vehicle is delivered, five hundred dollars (\$500.00) will be held back on the payment until they are delivered.
9. The vehicle shall meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulations". The successful Bidder will ensure all services and products provided in respect to this Contract are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial, and Federal legislation, including but not limited to:
 - The Environmental Protection Act (Ontario) and its regulations.
 - The Occupational Health and Safety Act and its regulations.
 - The Canadian Environmental Protection Act.

10. The bidder will provide qualified personnel to instruct operator training sessions and maintenance sessions to designated Municipality staff until such staff is familiar and competent in the operation and maintenance of the vehicle at no additional cost to the Municipality.
11. Equipment must be of first class quality in every respect, the workmanship must be the best obtainable in the trade and must be designed and constructed according to applicable standards to be of substantial and durable construction.

Supply and delivery of one (1) new current model year one ton truck with dump body.

Make _____ Model _____ Year _____

	<u>YES</u>	<u>NO</u>	<u>SPECIFY</u>
1. The vehicle shall be a current model year – one ton truck with dump body complete with all manufacturers’ standard equipment	_____	_____	_____
2. Vehicles shall be licensed to September 31, 2011	_____	_____	_____
3. P.M.C.V.I inspection sticker affixed	_____	_____	_____
4. Heavy-duty chassis frame	_____	_____	_____
5. 6 Litre V-8 Gas – Minimum	_____	_____	_____
6. 300 Bhp minimum	_____	_____	_____
7. Five speed automatic transmission	_____	_____	_____
8. Auxiliary engine and transmission oil cooler	_____	_____	_____
9. Trailer towing package including factory installed trailer brake controller	_____	_____	_____
10. Wheelbase 160” (approx.)	_____	_____	_____
11. GVWR 5443 kg (12,000 lb.) minimum	_____	_____	_____
12. Two stage multi leaf rear springs	_____	_____	_____
13. Limited slip differential (3.73) ratio	_____	_____	_____
14. Heavy duty gas shock absorbers	_____	_____	_____
15. Integral power assisted steering	_____	_____	_____
16. Power assisted brakes	_____	_____	_____
17. Brakes shall be a 4 wheel anti-lock type system	_____	_____	_____
18. Factory installed cab access steps	_____	_____	_____
19. Oil filter shall be a full flow replaceable filter	_____	_____	_____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE TENDERING DOCUMENT

	<u>YES</u>	<u>NO</u>	<u>SPECIFY</u>
20. Extended Life Anti-freeze (-320F)	_____	_____	_____
21. Block heater - 400 watt immersion type	_____	_____	_____
22. Seven (7) steel belted Mud and Snow LT 245/75R-17 radial ply tires	_____	_____	_____
23. Seven (7) steel rims	_____	_____	_____
24. Fuel tank 130 litres minimum capacity	_____	_____	_____
25. Alternator, minimum 115 amp	_____	_____	_____
26. Heavy duty batteries, minimum 750CCA	_____	_____	_____
27. Dual electric intermittent pulse wipers and washers	_____	_____	_____
28. Standard heater/defroster	_____	_____	_____
29. Factory installed Air Conditioning	_____	_____	_____
30. Interior dome roof reading light supplied	_____	_____	_____
31. 12 Volts accessories power plug	_____	_____	_____
32. Factory installed A.M./F.M. radio	_____	_____	_____
33. Windshield and windows standard tinted glass	_____	_____	_____
34. Wide load exterior mirrors	_____	_____	_____
35. Interior day/night rear-view mirror	_____	_____	_____
36. Standard vinyl bench seat	_____	_____	_____
37. Up-fitter switch panel	_____	_____	_____
38. Removable colour coded rubber floor mats	_____	_____	_____
39. Cab to be painted Manufacturer's standard blue	_____	_____	_____
40. Body to be painted black	_____	_____	_____

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	<u>YES</u>	<u>NO</u>	<u>SPECIFY</u>
41. Dump Body – No Substitution			
a) DEL model DJBHD 8912-11 Job Boss steel dump body	_____	_____	_____
42. 95" OD wide 89" ID wide	_____	_____	_____
43. 11' Long ID	_____	_____	_____
44. 40" high 12 GA steel headboard	_____	_____	_____
45. 2-20"x 14" CNC punched windows in headboard	_____	_____	_____
46. 12" hinge down sides	_____	_____	_____
47. 18" double acting tailgate	_____	_____	_____
48. 12 ga. Steel front and sides 10 ga. Steel floor	_____	_____	_____
49. 3" structural steel cross members on 12" centers	_____	_____	_____
50. Structural channel long sills	_____	_____	_____
51. Continuous welding throughout	_____	_____	_____
52. Hoist – No Substitution			
a) DEL 2DF hoist - 8 to 10 ton	_____	_____	_____
53. Pintle Hook			
a) T 60AOL 8 Holland pintle hook with 3" safety eyes	_____	_____	_____
b) 7 pin trailer socket installed brake controller	_____	_____	_____
54. Electric power pack with dash mounted controls and 150 amp inline circuit protection	_____	_____	_____
55. Nylon mesh tarp roller on headboard, no side arm	_____	_____	_____
56. All aftermarket wiring connections shall be made inside a junction box where applicable and must be soldered with heat shrink connectors. All wiring must be neatly secured using grommets and cable clamps and be protected from corrosion. Crimp type connectors will not be accepted	_____	_____	_____

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	<u>YES</u>	<u>NO</u>	<u>SPECIFY</u>
57. Stop, tail, turn and all body clearance lights to be Grote L.E.D	_____	_____	_____
58. Yellow beacon light	_____	_____	_____
59. Access ladder at right rear curbside corner of body to Municipality specifications.	_____	_____	_____
60. Fire extinguisher and First Aid kit to be mounted behind seat, right hand side of cab	_____	_____	_____
61. One (1) pair of splash shields supplied and installed	_____	_____	_____

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I/we the undersigned bidder(s), have carefully examined all specifications, drawings, standard Tender and Contract terms and conditions, and health and safety regulations do hereby offer and agree to supply all labour, materials, products, equipment, tools, machinery, freight to perform the services herein described for the following prices.

Description	QTY	Unit Price	Extension
NEW CURRENT MODEL YEAR ONE TON TRUCK with DUMP BODY	1	\$	\$
AIR CONDITIONING TAX			\$
SUB TOTAL			\$
HARMONIZED SALES TAX (HST)			\$
TOTAL			\$

Guaranteed delivery from date of order _____ weeks

TOTAL TENDERED AMOUNT REPEATED HERE IN WORDS

_____ DOLLARS
 and _____ CENTS

I/We, the undersigned, declare we have carefully examined the Addendum(s) numbered _____

TENDER SUBMITTED BY:	Date: _____
Company Name: _____	
Address: _____	
_____	Postal Code: _____
Telephone: _____ Fax: _____ Email: _____	
Authorized Official _____	
<i>Print</i>	<i>Title</i>
<i>Signed</i>	

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