

Municipality of Dysart et al



Request For Tender

Supply of One Regular Cab Dual-Wheel One-Ton Truck with Dump Body

ISSUE DATE: Thursday April 11th, 2019

CLOSING DATE: Monday, April 29th, 2019

TIME: 3:00 pm local time

LOCATION: **Courier/Street Address:**
Municipality of Dysart et al
135 Maple Ave
Haliburton, ON. K0M 1S0
Attn: Cheryl Coulson, Clerk

Mailing Address:
Municipality of Dysart et al
PO Box 389
Haliburton, ON. K0M 1S0
Attn: Cheryl Coulson, Clerk

Section 1 - General Conditions

1.1 Tender Handling

The handling of the Tender document(s) will be in accordance with the Municipality of Dysart et al, Policy No. 16 governing the procurements of goods and services, and this Tender document.

1.2 Form Of Tender

All Tenders must be submitted upon the documents provided, completed & signed where applicable, and must include:

- Specifications and Compliance Form(s)
- Tender Form
- Schedule of Items and Prices
- Bidder Information Form
- Resources and Experience of Bidder

1.3 Definitions

Corporation: refers to the Municipality of Dysart et al

Owner: refers to the Municipality of Dysart et al

Bidder: refers to any eligible entity providing a Tender

Successful Bidder: refers, in the event of an award, to the selected Bidder

Closing Time: means the time and date up until which tenders will be received by the Municipality for consideration in this Request for Tender

Signing Officer: means a representative of the Bidder's firm who has the authority to enter into a Contract on behalf of the Bidder

1.4 Tender Closing

Tenders must be received by the Municipality of Dysart et al on/before:

3:00 pm local time on Monday, April 29th, 2019

All Tenders must be:

- a) submitted in a sealed envelope,
- b) clearly marked "**One-Ton Truck Tender**", and
- c) shall contain the company's identity on the envelope.

Tenders not submitted in the requested format will be rejected and not opened. It is the responsibility of the Bidder to ensure they comply with this procedure. The Municipality is not responsible for submissions which are not properly marked and/or delivered to any other location, than that specified herein.

1.5 Tender Opening

There will be a public opening in the Municipality of Dysart et al Office at 135 Maple Ave in Haliburton (meeting room to be determined) on Monday, April 29th, 2019 immediately after closing. Council will be considering the results at their meeting on Tuesday, May 28th, 2019.

1.6 Electronic Submissions

Electronically transmitted submissions (facsimile, e-mail, etc.) will not be accepted.

1.7 Inquiries

Inquiries concerning the technical specifications are to be directed to:

Andrew Wilbee
Manager of Parks and Recreation
awilbee@dysartetal.ca

Inquiries concerning the tender process and results are to be directed to:

Barbara Swannell
Treasurer
bswannell@dysartetal.ca

Questions/Queries regarding the tender must be received no later than three (3) business days prior to closing; otherwise a response may not be provided.

1.8 Clarification

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the Request for Tender will be circulated in writing as a Request for Tender Addendum to all registered document takers who have received the Request for Tender document from the Corporation.

It will be the Bidder's responsibility to clarify any details in question before submitting a bid. Answers to questions of clarification may be released in the form of an addendum or a written Question & Answer sheet, should the Municipality determine that the information is relevant to all Bidders.

The Municipality bears no responsibility for any oral communication, instruction or suggestions.

1.9 Late Submissions

Bids received after the official closing time will not be considered during the selection process.

1.10 Withdrawal Or Alteration Of Tenders

A Bidder who has submitted a Tender may submit a further Tender at any time up to the specified time and date for tender closing. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Bidder for this contract.

A Bidder may withdraw or alter the Tender at any time up to the specified time and date for tender closing by submitting a letter bearing the Bidder's signature to the authorized representative who will mark thereon the time and date of receipt and will place the letter in the tender box. The Bidder's name and the contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Tenders withdrawn under this procedure cannot be reinstated.

1.11 Examination of tender documents

Each Bidder must satisfy himself/herself by a personal study of the Tender documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed goods/services. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by this Request For Tender.

Prices bid shall include all incidental costs and the Bidder must be satisfied as to the full requirements of the Tender. No extra work will be entertained without prior Municipal approval. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission of the Tender.

1.12 Completion Of The Tender

The Tender Form and other relevant documents must be completed in hard copy. All entries shall be clear, legible and made in a non-erasable medium. Entries must be made for unit price, lump sum, extensions and totals as appropriate. All items shall be tendered according to instructions contained within the Tender Documents.

Alterations may be made provided they are legible and initialed by the Bidder's signing officer. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected.

In the event of a discrepancy between the unit price and the total price, the unit price shall prevail.

1.13 Omissions, Discrepancies And Interpretations

Should a Bidder find omissions from or discrepancies in any of the Tender Documents or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder should notify the designated person and office without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable an addendum will be issued to all who have received Tender Documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender Documents.

1.14 Addenda

If required by the Corporation, addenda will be distributed to all bidders registered as a document taker for this bid. Addenda will be distributed using the latest contact information as provided by the Bidder. It is the Bidder's responsibility to notify the Corporation of any changes to their contact information. If the Tender was acquired via the Municipal website it is the Bidder's responsibility to check the Municipal website for addenda. It is the Bidder's ultimate responsibility to ensure all addenda have been received.

Bidders shall be required to acknowledge receipt of addenda on the Bidder's Information / Addenda Acknowledgement Form contained in the bid document.

1.15 Acceptance Or Rejection Of Tender

The Corporation reserves the right to reject any or all tenders and to waive formalities as the interests of the Corporation may require without stating reasons therefore.

Notwithstanding and without restricting the generality of the statement immediately above, the Corporation shall not be required to award and accept a tender, or recall the Tenders at a later date:

- a) When only one (1) tender has been received as result of the call;
- b) Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods/services;
- c) When all tenders received fail to comply with the specifications or Tender terms and conditions;
- d) Where a change in the scope of work or specifications is required the lowest or any tender will not necessarily be accepted. The acceptance of a tender will be contingent upon an acceptable record of ability, experience and previous performance.

The Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or the non-acceptance by the Corporation of any tender or by reason of any delay in the acceptance of a Tender except as provided in the tender document.

Each tender shall be open for acceptance by the Corporation for a period of sixty (60) calendar days following the date of closing.

Where the tender documents do not state a definite delivery/work schedule and a submitted tender is based on an unreasonable delivery/work schedule, the tender may be rejected.

1.16 Unbalanced Tenders

Each item in the *Schedule of Items and Prices* shall indicate a commercially reasonable price for such item. Bidders may not submit unreasonably lower prices for one portion of the required work along with unreasonably high prices for another portion of the work. The Corporation shall be the sole judge of such matters, and should any tender be considered to be unbalanced, then the same may be rejected.

Tenders containing minor non-conformances and/or mathematical errors may be considered following correction of said errors by the Corporation. Tenders containing major mathematical errors may be rejected or the Bidder may be contacted for clarification/amendments at the discretion of the Corporation.

1.17 Tender Selection Criteria

The acceptance of a Tender will be contingent upon, but not limited to, the following considerations:

- a) Ability to meet or exceed all specifications and requirements
- b) Compliance with Tender process
- c) Tendered Price
- d) Experience

1.18 Ability And Experience Of Bidder

It is not the purpose of the Municipality of Dysart et al to award this contract to any Bidder who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and plant resources to ensure acceptable performance and completion of the Tender.

The following criteria will be utilized by the Corporation to determine whether a Bidder is qualified to undertake the award;

- The Bidders ability and agreement to supply the goods/services.

- The Bidders history with respect to providing satisfactory results and acceptable cooperation.
- The Bidders are required to furnish up to three (3) satisfactory references demonstrating that they have the ability, experience and resources necessary to carry out the work. This information is to be submitted on Resources and Experience of Bidder Form, contained in the bid document.
- If sub-contractors are to be used, Bidders are required to furnish up to three (3) satisfactory references for each proposed sub-contractor, demonstrating that they have the ability, experience and resources necessary to carry out the work. The information is to be submitted on Sub-Contractors Form.

The Corporation may reject the lowest or any submissions if after investigation and consideration, the Corporation concludes, in its opinion, that the Bidder is not able to supply the goods/services in a manner satisfactory to the Corporation.

1.19 Tender Award Procedures

Unless stated otherwise the following procedures will apply:

- The lowest or any Tender may not necessarily be accepted.
- The Corporation will notify the successful Bidder that his/her Tender has been accepted, within sixty (60) calendar days of the Tender closing.
- Notice of acceptance of Tender will be by telephone, email and/or by written notice. Bidder shall confirm acknowledgement of awarded tender notice.
- Immediately after acceptance of the Tender by the Corporation, the successful Bidder shall provide the Corporation with any required documents within fourteen (14) calendar days of the date of notification of award.
- Commencement and completion dates may be altered if mutually agreed to by the Municipality of Dysart et al and the Successful Bidder.

1.20 Variation Of Quantities

The Municipality of Dysart et al reserves the right to adjust quantities. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease quantities identified in this tender.

1.21 Indemnification

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

1.22 Health & Safety

The successful Bidder must comply with all requirements set out in the *Occupational Health & Safety Act* and all other regulations that apply to the job at hand.

1.23 Accessibility Regulations For Contracted Services

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

- How to interact and communicate with persons with various types of disability.
- How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
- How to use equipment that is available on the premises that may help in the provision of goods or services.
- What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
- Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Municipality of Dysart et al must meet the requirements of Ontario Regulation 429/07 with regard to training.

1.24 Workplace Safety Insurance Board (WSIB)

The successful Bidder shall provide proof of coverage under the WSIB and shall maintain this coverage throughout the length of the contract.

Independent operators who have elected not to have WSIB coverage shall provide a letter from WSIB confirming Independent Operator status and identification number. To obtain this document, the Bidder must complete the form "Determining Worker/Independent Operator Status" issued by WSIB.

1.25 Insurance Requirements

The successful Bidder shall provide proof of liability insurance to insure against loss or damage resulting from bodily injury, death or damage to property, with a minimum coverage of five million dollars (\$5,000,000) with the Municipality of Dysart et al added as an additional insured party, which will be required on acceptance of the tender. This coverage shall be maintained for the entire length of the contact agreement.

1.26 Limited Liabilities

The Corporation's liability under this Tender shall be limited to the actual goods/services ordered and provided.

1.27 Bidder Expense

Any expenses incurred by the Bidder in the preparation of the Tender submission are entirely the responsibility of the Bidder and will not be charged to the Corporation.

1.28 Assignment Of Contract

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

1.29 Cancellation

- The Corporation reserves the right to immediately terminate the Contract at its own discretion, including but not limited to such items as non-performance, late deliveries/deadlines, failure to supply all documentation, inferior quality, pricing problems, etc. The Corporation shall then have the right to award to any other Bidder or to re-tender.

- If the successful Bidder should neglect to execute the goods/services properly or fail to perform any provision of this Award, the Corporation, after three (3) business days written notice to the successful Bidder, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Bidder. Continued failure of the successful Bidder to execute the work properly shall result in a termination of Contract. The Corporation shall provide written notice of termination.

1.30 Governing Legislation & Laws Compliance

This Tender and subsequent contract/agreements will be interpreted and governed by all pertinent laws of the Province of Ontario.

The Successful Bidder is responsible to obtain and pay for any inspections, licenses, certificates, permits and/or locates if required for execution of the work.

The Contractor shall adhere to all applicable legislation/bylaws in carrying out the duties prescribed herein. The Contractor will give all necessary notice, pay all fees required by law, comply with all the laws, ordinances, rules and regulations relating to the work, the preservation of the environment, public health and safety and to labour relations.

1.31 Sub-Contractors

The Contractor must have the written approval of the Corporation prior to assigning any work specified in this tender to any sub-contractors. Sub-contractors shall be subject to the same terms and conditions as the Contractor.

1.32 Damage To Property

In carrying out the tender agreement, the Contractor shall ensure that no damage is caused to any property, public or private, or to any roadways, structures or other works or things.

Except as otherwise provided for in the tender agreement, if injury or damage is done, the Contractor shall make good the same, at its own expense, in a manner satisfactory to the Corporation.

The Contractor agrees to immediately report, to the Corporations representative, all incidents and accidents which could have resulted in serious injury or property damage or do result in serious injury or property damage.

1.33 Freedom Of Information

Any personal information required on the Tender Form is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information forms an integral component of the Tender submission.

All written Tenders received by the Municipality of Dysart et al become a public record once a Tender is deemed complete by the Municipality of Dysart et al. All information contained in the tender document is available to the public, including personal information.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Clerk
Municipality of Dysart et al
135 Maple Ave, PO Box 389
Haliburton, ON, K0M 1S0
Telephone (705) 457-1740

The Clerk has been designated by the Municipality of Dysart et al Council to carry out the responsibilities of the Act.

1.34 Multiple Submissions

Bidders wishing to offer more than one (1) submission for consideration must complete a separate Tender document for each separate offer and clearly identify each submission as a separate offer.

1.35 Delivery & Execution Of Work

Bidders are advised that the lead-time indicated on the Schedule of Items & Prices, for the completed goods/services including all specified attachments, will be firm. Failure by the successful Bidder to meet the firm delivery schedule may cause the Corporation additional expense, the cost of which may be deducted from the successful Bidder's invoice for the completed goods/services.

Prior to delivery, the successful Bidder shall coordinate a specific date and time with the Corporation representative.

It is the Bidders responsibility to ensure delivery to the location specified within the Detailed Specification.

1.36 Manufacturer's Specifications

Bidders, shall include with their Tender submission the full manufacturers' specifications and literature, which fully describe the item(s) being offered, including any optional equipment.

1.37 Warranty

The Tender submission shall include a brief summary on the Schedule of Items and Prices of warranties and guarantees covering materials and workmanship.

If the product needs to be returned to the supplier for warranty work, it will be at full cost to the successful Bidder. Warranty work will be performed at the closest dealer.

1.38 Equivalent

The Corporation has specified certain product(s) and brand names throughout this document for a number of the components utilized in this product/apparatus. In most instances, the Corporation would be willing to consider an equivalent for the specified item. However, the determination of the item to be an “acceptable” equivalent will be at the sole discretion of the Corporation. “Equivalent” would mean an equivalent product, design, manufacturer, etc. that, in the opinion of the Corporation is an “acceptable” alternative.

- Bidders submitting equivalents that are deemed Not Acceptable, may be given the opportunity to provide the “specified” item however, there will be no consideration for any cost adjustment to the submitted tender.
- Where a product, design, manufacturer, etc. has been stipulated and, there is no “equivalent” suggested, Bidders must submit based on the specified item and, without substitution.

1.39 Harmonized Sales Tax (Hst)

H.S.T. is applicable to the item(s) listed, however, is not to be included in the tendered unit cost. Please tender all prices “HST Extra”.

1.40 Terms Of Payment

Unless otherwise stated herein, the Corporation’s normal terms of payment will be Net Thirty (30) calendar days from the Receipt of Goods/Services or the Date of Invoice, whichever occurs later. Invoices shall be forwarded to the attention of:

Laura Casey
Deputy Treasurer
lcasey@dysartet.ca

The Municipality of Dysart et al will not pay in part or in full until the goods/services are received. Possession will not be taken until the unit(s) meet(s) all specifications and is approved by the Manager of Parks & Recreation or his/her designate.

Section 2 – Specifications & Compliance

2.1 Bidders Note

For each Specification item in all the following sections, you are required to confirm the compliance of your goods/services to the Specification.

Following the specifications, a table allowing the submission of further details regarding the specification information is available for use if necessary.

Tendered goods/services must comply with all of the following specifications.

2.2 Detailed Specification – Cab & Chassis

Item	Specification	Confirm or Specify
Dealership located within 160 km radius of #13323 Highway 118 Haliburton Ontario	Mandatory, Dealerships outside this radius will be excluded from consideration	
Model Year	Current Year	
Make and Model	-	
Gross Vehicle Weight	~13,000 to ~14,000 lbs	
Payload	-	
Annual Inspection Certificate	Mandatory	
Engine	Min 6.0 litre gasoline	
Heavy Duty Cooling System	Mandatory	
Wheelbase	~162"	
C.A.	Confirm with Body Builder	
Front Tow Hooks	Mandatory	
Backup Alarm	Self Adjusting	
Spare Tire and Jack	Mandatory	
All Season Tires	10 Ply	
Automatic Transmission	Mandatory	
Transmission Cooler	Mandatory	

Dual Wheel Rear Axle	Mandatory	
Limited Slip Differential	Mandatory	
Cab Colour	Factory White	
Windshield Wipers	Dual, Intermittent	
Mirrors	Extendable, Oversized, Heated	
Power Windows	Mandatory	
Heater	Single Climate Zone	
Air Conditioning	Single Climate Zone	
Snow Plow Prep Package	Mandatory	
Towing Package	Mandatory	
AM/FM Radio with Bluetooth	Mandatory	
Running Boards	Full length, 5"	
Backup camera	Mandatory	
Fuel Tank Capacity	-	
Seats	40-20-40 Cloth	
Floor Mats	Rubber	

2.3 Detailed Specification – Dump Body

Make	DEL Equipment	
Model	11' DEL-JO-73123 Steel	
Installation	Installed by authorized DEL Equipment Dealer	
Sides	15" folding, removable	
Tailgate	23" double acting	
Front Wall	Cab high with screened window	
Cab Shield	12"	
Side Board Extension Pockets	Mandatory	

Municipality Of Dysart et al
Tender for: One Regular Cab Dual Wheel One-Ton Truck with Dump Body

Hoist	10 ton with in cab control	
Mud Flaps	Mandatory	
Tarp System	Manual	
Trailer Hitch	Pintle "C" hook and 2" ball, top of ball 22" above ground	
Trailer Wiring	7 Pin Flat	
Access Ladder	Driver Side	
Tie Down Bars	Mandatory	
Warning Light	10" Clear Lens, LED, Blue/Amber, Mounted on Cab Shield and wired into cab	
Tool Rack	On Front Wall	

2.4 Tender Form

For the Supply of One Regular Cab Dual-Wheel
One-Ton Truck with Dump Body

As supplied by:

Firm Name

Mailing Address

Hereinafter called the Bidder

To:

Municipality Of Dysart et al

135 Maple Ave.

P.O. Box 389

Haliburton, ON, KOM 1S0

Hereinafter called the Corporation

The Bidder declares:

1. No person(s), firm or corporation, other than the Bidder, has any personal interest in this Tender or in the award for which this Tender is made;
2. No member of Council, no officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, there from;
3. This Tender submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Tender submission for the same and is in all respects without collusion or fraud;
4. By signing this submission, I confirm I have read and understood the content and requirements of this Tender document.

Dated at _____ this _____ day of _____, 2019.

Print Name Of Witness

Print Name Of Bidder

Signature Of Witness

Signature Of Bidder

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

3.5 Schedule Of Items And Prices

Item	Price
Supply One (1) Regular Cab & Chassis as specified, FOB Haliburton ON	\$
Supply & Install One (1) DEL Dump Body as specified	\$
Subtotal	\$
13% HST	\$
Total	\$

Bidder: _____ **Date:** _____

Signature: _____

Estimated Delivery Date: _____

3.6 Bidder Information

Bidder's Contact Individual	
Office Phone	
Toll Free	
Cellular	
Fax	
E-mail address	
Website	

3.7 Resources And Experience Of Bidder

Bidders are required to furnish up to three (3) satisfactory references demonstrating that they have the ability, experience and resources necessary to carry out the work. If sufficient space is provided on this page, please provide the required information in the same format in a separate attachment appended to this tender document.

1)
2)
3)