



**THE CORPORATION OF TAY VALLEY TOWNSHIP
REQUEST FOR PRICING**

**TENDER # 2011-PW-006
ONE (1) NEW 4x4 ½ TON TRUCK (EXTENDED CAB)
and/or
ONE (1) 2009-2010 4X4 ½ TON TRUCK (EXTENDED CAB)**

**USE INK OR
TYPEWRITER**

Name of Firm

Address **Postal Code**

Telephone Number **Fax Number**

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person **Company Web Site**

Closes November 18th, 2011 at 1:00:00 p.m.

Bidders: Mandatory Requirements:

Bidders who have downloaded this document from the Township's website are required to register with The Corporation of Tay Valley Township, prior to tender submission, failure to register with the Township will result in your tender being rejected – no exceptions.

In order to register, please send your contact information to the following contacts email address and/or fax number:

**Amanda Mabo, Clerk
email: clerk@tayvalleytwp.ca
Fax: 613-264-8516**

**Please be sure to indicate which tender your firm is registering for i.e.
#2011-PW 006**

TABLE OF CONTENTS

		Page No.
	Definitions and Interpretations	4 to 5
Part "A"	Instructions to BIDDERS	6 to 9
Part "B"	Standard Terms and Conditions	10 to 19
Part "C"	Terms of Reference	20 to 27
Part "D"	<u>Form of TENDER</u> Agreement to CONTRACT and Schedule of Prices	28 to 31

DEFINITIONS AND INTERPRETATIONS

1. Definitions:

Wherever a term set out below appears in the text of this TENDER in capital letters, the term shall have the meaning set out for it in this Section 1. Wherever a term below appears in the text of this TENDER in lower case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- a) **ALTERNATIVE** means a choice of things, each being fully compliant.
- b) **BIDDER'S LIST** means a list maintained by the MUNICIPALITY containing the names of firms or individuals who have expressed an interest in receiving notice of opportunities to supply goods or services to the MUNICIPALITY from time to time.
- c) **MUNICIPALITY** means THE CORPORATION OF TAY VALLEY TOWNSHIP and includes its successors and assigns.
- d) **PURCHASE ORDER CONTRACT** means the agreement to be entered into between the SUPPLIER and the MUNICIPALITY with respect to the supply of the EQUIPMENT, MATERIALS AND SUPPLIES, and SERVICES. It shall be based upon this TENDER, with any agreed upon amendments, and shall also include any plans and terms of reference and will be held to cover the supply of any and all work, labour, implements, and MATERIAL that could be reasonably required to properly and satisfactorily supply the, EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES.
- e) **SUPPLIER** means the BIDDER(s) whose TENDER(s) is/are accepted and who has/have agreed to supply the EQUIPMENT, MATERIALS AND SUPPLIES AND SERVICES as described in the PURCHASE ORDER CONTRACT. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, SUPPLIERS and SUPPLIERS.
- f) **EQUIPMENT, MATERIALS AND SUPPLIES** means all goods, MATERIAL, articles, EQUIPMENT, software and intellectual property (or any part of them) as described in the Terms of Reference attached to this TENDER as Part C and acquired through the inclusion of such, EQUIPMENT, MATERIALS AND SUPPLIES in a schedule to the PURCHASE ORDER CONTRACT from time to time throughout the term of the PURCHASE ORDER CONTRACT.
- g) **IMPROPER** means a TENDER that is not in conformity in some manner with the requirements of this TENDER but will be reviewed by the MUNICIPALITY to determine whether it may be considered in the evaluation process, in the sole and unfettered discretion of the MUNICIPALITY.
- h) **BIDDER(S)** means all persons, partnerships or corporations who respond to this TENDER, and includes their heirs, successors, and permitted assigns.
- i) **TENDER(S)** means the BIDDER'S submission in response to this TENDER, including the terms of reference, directions, specifications, schedules and requirements, together with all documents of any description and agreements made or to be made pertaining to the method of supplying the , EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES or to the quantities as shown of acceptable , MATERIAL to be furnished under the PURCHASE ORDER CONTRACT.

j) **TENDER** means this Request for TENDER document, including all schedules, parts and attachments, as issued by the MUNICIPALITY, including any addenda or amendments made to it after initial use.

k) **SERVICES** means the services as required and described in Part C, Terms of Reference, Specifications/Deliverables of this TENDER and EQUIPMENT, MATERIALS AND SUPPLIES as described in the Terms of Reference attached to this TENDER as Part C and the Schedule of Prices attached to this TENDER as Part D.

l) **TOTAL ACQUISITION COST** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.

2. Interpretation: The following rules of interpretation apply:

a) The term 'best value' means the most cost efficient and effective manner of supplying the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES in the sole and unfettered opinion of the MUNICIPALITY.

b) Where any mention is made to the masculine gender in any part of this TENDER or the PURCHASE ORDER CONTRACT, it shall be interpreted as, and deemed to mean, the masculine or feminine gender. Words in the singular can be interpreted in the plural, and vice versa, as the context allows.

c) Each reference to Provincial legislation in this TENDER, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.

d) The words "shall", "will", and "must" used in this TENDER denote imperative.

e) The word "may" used in this TENDER denotes permissive.

f) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

PART A - INSTRUCTIONS TO BIDDERS

1) PURCHASE ORDER CONTRACT/ INTENT

The intent of this TENDER is to secure a qualified VEHICLE SUPPLIER in order to **SUPPLY ONE NEW 4X4 ½ TON TRUCK (EXTENDED CAB) and/or ONE 2009-2010 USED 4X4 ½ TON TRUCK (EXTENDED CAB)** for The Corporation of Tay Valley Township, in accordance with the terms, conditions, terms of reference, and attachments of this TENDER. The MUNICIPALITY may or may not enter into a PURCHASE ORDER CONTRACT as a result of the issuance of this TENDER. All prices are to be shipped F.O.B. 217 Harper Road, RR#4, Perth, Ontario K7H 3C6

2) TENDER DELIVERY & OPENING

a) TENDERS made on the forms provided must be submitted in a sealed package, clearly marked **and** must be submitted to the following address to the attention of the following individual **prior to 1:00:00 p.m., November 18th, 2011** (the "deadline for submission"). TENDERS must be time-stamped at the above location to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

Amanda Mabo, Clerk
THE CORPORATION OF TAY VALLEY TOWNSHIP
217 Harper Road, RR#4
Perth, Ontario
K7H 3C6

b) **BIDDERS shall submit one document marked "original" and one (1) additional copy.**

c) Any TENDERS received after the deadline for submission will be considered as noncompliant and will be returned unopened. In the event that the TENDER is too large for an envelope, the TENDER shall be **sealed** in a carton clearly marked with the PURCHASE ORDER CONTRACT number and description.

d) The use of the mail or courier services for delivery of a TENDER will be at the risk of the BIDDER. The TENDER must come into the possession of the above-mentioned representative of the MUNICIPALITY before the deadline for submission or the TENDER will be returned to the BIDDER unopened.

In the event that the TENDER is hand delivered and is received past the deadline for submission, the TENDER envelope will be time stamped and returned unopened to the deliverer immediately.

In the event that the TENDER is received by a means other than 'in person' and is received past the submission deadline, it will be time stamped and returned unopened by courier.

e) **Note: Since TENDERS must be submitted in a sealed envelope, submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.**

f) The onus unequivocally remains with the BIDDER to ensure that TENDERS are delivered to Tay Valley Township, by the deadline for submission, in accordance with the submission

instructions. Misdirected TENDERS received after the deadline for submission will not be accepted and will be returned unopened. Requests for adjustments to submitted TENDERS by telephone fax or electronically will not be considered.

g) The MUNICIPALITY shall not be liable for any cost of preparation or presentation of TENDERS, and all TENDERS and accompanying documents submitted by the BIDDER become the property of the MUNICIPALITY and will not be returned. There will be no payment to BIDDERS for work related to and MATERIAL or EQUIPMENT supplied in the preparation, presentation and evaluation of any TENDER, nor for the PURCHASE ORDER CONTRACT negotiations whether they are successful or unsuccessful.

h) TENDERS will be opened at a public TENDER opening meeting 15 minutes following the deadline for submission in the Committee Room, The Corporation of Tay Valley Township, 217 Harper Road, Perth, ONT., and BIDDERS are invited to attend.

i) The MUNICIPALITY, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any BIDDER, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any TENDER, or by reason of any delay in the acceptance of any TENDER.

3) TENDER SUBMISSION

a) Submission of a TENDER will constitute acceptance of all provisions contained in this TENDER on the part of all BIDDERS.

b) When submitting a TENDER, BIDDERS must ensure that all areas of this TENDER that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Prices. Failure to do so may result in the incomplete TENDER being rejected.

c) If a TENDER does not conform in every detail with the Terms of Reference – Specifications/Deliverables attached to this TENDER as Part C, the BIDDER is required to explain the deviation in the TENDER.

d) All TENDERS must be made upon the Form of TENDER/Agreement to CONTRACT attached to this TENDER as Part D.

e) The TENDER must bear an original signature of an authorized signing officer of the BIDDER or the TENDER may be rejected. If a joint TENDER is submitted it must be signed by signing officers of each of the joint BIDDERS.

f) TENDERS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. TENDERS must be legible, written in ink, or by typewriter. TENDERS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.

g) None of the conditions contained on the BIDDER'S standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the PURCHASE ORDER CONTRACT.

- h) Any erasures or corrections to a TENDER must be initialed or noted by the BIDDER or the TENDER may be deemed as IMPROPER and may not be considered.
- i) If after reading the TENDER, your organization does not wish to submit a TENDER, **do not forward the material to another organization. Discard the material and return a completed "Notice of No TENDER" and/or return all MATERIAL immediately to the MUNICIPALITY.**

4) INQUIRY

- a) All inquiries regarding this TENDER shall be directed, in writing, to the attention of Amanda Mabo, Clerk, via fax at: (613) 264-8516, or by email to clerk@tayvalleytwp.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the BIDDER'S convenience.
- b) Any inquiries will be responded to in writing. Any clarification shall not alter the TENDER. Oral arrangements or discussions cannot be relied upon.
- c) If during the period prior to submission of TENDERS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the TENDER requires formal amendment or clarification, written addenda to this TENDER will be produced and distributed to all known BIDDERS. In that case, the TENDERS shall identify the addenda and indicate how they respond to them.
- d) BIDDERS attempting to contact MUNICIPALITY staff or elected officials other than the contact indicated in this TENDER in subsection a) above, for whatever reason, during the TENDER or evaluation process are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-TENDER meeting of all BIDDERS and MUNICIPALITY staff will be arranged at a location of the MUNICIPALITIES choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- e) No officer, agent or employee of the MUNICIPALITY is authorized to verbally alter any portion of this TENDER. During the period prior to submission of TENDERS, any clarification will be issued in the form of written addenda. The BIDDER shall list and attach any addenda that were considered when the TENDER was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the TENDER being deemed as IMPROPER.
- f) Although the Corporation of Tay Valley Township will make every reasonable effort to ensure a BIDDER receives all addenda issued, it is the BIDDER'S ultimate responsibility to ensure all addenda have been received.
- g) All references to BIDDER shall include all staff from the proposing organization as well as all SUPPLIERS and SUB-SUPPLIERS that the proposing organization may hire to supply the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES.

5) TENDER CONTENT

TENDERS will be deemed complete if they include:

a) A completed and executed Form of TENDER - Agreement to CONTRACT and Schedule of Prices, attached to this TENDER as Part D.

If any of the above information is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the TENDER in its entirety.

6) TENDER EVALUATION

TENDERS will be evaluated on the basis of information provided by the BIDDER at the time of the submission as well as the previous experience of the BIDDER in this marketplace.

- a) TENDER quality: including organization, clarity, completeness, content and presentation;
- b) BIDDER experience in similar or related supply agreement as well as their experience with government bodies. Information shall include all items outlined in Part C;
- c) The cost effectiveness of each TENDER will be based upon the information supplied in Part C of the TENDER.

7) ACCEPTANCE OF TERMS

Each BIDDER, by submitting a TENDER, represents that the BIDDER has read, completely understands, and accepts the terms, conditions, and terms of reference of the TENDER in full.

If any of the TENDER requirements have not been met, the TENDER will be rejected. The Corporation of Tay Valley Township has the right to accept a TENDER and waive what it considers to be minor deviations from the mandatory requirements and acceptable format.

PART B – STANDARD TERMS AND CONDITIONS

1) INTENT

The intent of this TENDER is to secure a qualified VEHICLE SUPPLIER in order to SUPPLY **ONE NEW 4X4 ½ TON TRUCK (EXTENDED CAB) and/or ONE 2009-2010 USED 4X4 ½ TON TRUCK (EXTENDED CAB)** for the Corporation of Tay Valley Township, in accordance with the terms, conditions, terms of reference, and attachments of this TENDER. The MUNICIPALITY may or may not enter into a PURCHASE ORDER CONTRACT as a result of the issuance of this TENDER. All prices are to be shipped F.O.B. 217 Harper Road, RR#4, Perth, Ontario K7H 3C6.

Unit prices shall be inclusive of all costs as specified in this tender in full conformity with the specifications and information to bidders attached hereto, all duty, exchange, freight, transportation or other charges fully paid for the prices shown hereunder.

2) ACCEPTANCE

a) As soon as practicable after opening the TENDERS, the MUNICIPALITY will endeavor to act upon them. The acceptance of a TENDER will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a TENDER. Acceptance of a TENDER by the MUNICIPALITY shall bind the SUPPLIER to execute the PURCHASE ORDER CONTRACT.

b) The CONTRACT shall consist of and have priority in the following order:

- i) The PURCHASE ORDER CONTRACT;
- ii) the TENDER;
- iii) and the BIDDER'S TENDER.

c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the MUNICIPALITIES PURCHASE ORDER CONTRACT for SUPPLIES, EQUIPMENT AND/OR SERVICES and a term in the chosen TENDER, the term in the CONTRACT for THE SUPPLIERS/EQUIPMENT AND OR SERVICES prevail to the extent of the discrepancy.

d) The MUNICIPALITY may accept a TENDER in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all TENDERS. There shall be no requirement of this TENDER, implied or otherwise, that the TENDER representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The TENDER process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). BIDDERS must submit their TENDERS in accordance with all items identified in Part A of this TENDER.

e) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the TENDER, and to award a PURCHASE ORDER CONTRACTS to one or more BIDDERS; to accept or reject any TENDER in whole or in part; to waive irregularities and omissions in the MUNICIPALITIES sole and unfettered discretion, if in so doing, the best interests of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.

- f) Should the MUNICIPALITY receive only one (1) TENDER on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition.
- g) All TENDERS shall be irrevocable for ninety (90) days following the deadline for submission to allow sufficient time for evaluation of the TENDERS and for the investigation of the BIDDERS.
- h) Upon acceptance of a TENDER, (or any part of it), by the MUNICIPALITY, the successful BIDDER shall, if requested by the MUNICIPALITY so to do, execute and enter into an additional formal PURCHASE ORDER CONTRACT that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a TENDER (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful BIDDER, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative BIDDER or revise and reissue this TENDER or cancel this TENDER. If the MUNICIPALITY exercises such right, the successful BIDDER has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
- i) Any notice that the MUNICIPALITY may be required or desire to give to the BIDDER shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail or courier and addressed to the BIDDER at the address shown for the BIDDER on its TENDER. It shall be presumed to have been received by the BIDDER on the third day following the registration or the day following registration with the courier.
- j) No TENDER shall be accepted from any person or BIDDER who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this TENDER.
- k) The Owner reserves the right to reject all TENDERS or to select a TENDER other than the TENDER having the lowest price. In making a decision as to which TENDERS to accept, the Township reserves the right to consider, some or all of the following factors:
- (1) the general reputation of the SUPPLIER;
 - (2) any prior experience the Township has had with the SUPPLIER;
 - (3) the financial status and strength of the SUPPLIER;
 - (4) the previous experience of the SUPPLIER in this area;
 - (5) any previous experience between the SUPPLIER and other municipalities;
 - (6) the proposed delivery schedule;
 - (7) the Owner's determination of the ability of the SUPPLIER to deliver the work to quality and standards required and within the time frames and in the quantities;
 - (8) any other factors that the Owner believes reasonably impact on the PURCHASE ORDER CONTRACT and the ability to complete the PURCHASE ORDER CONTRACT to the full satisfaction of the Owner.
- l) The Owner reserves the right to consider each of the factors, and to assign different weights to each of the factors based on the information received by it from each and every SUPPLIER, from its own staff, and from outside sources, as these factors may impact on the benefit the Owner receives from this PURCHASE ORDER CONTRACT.

3) PURCHASING BY-LAW

a) TENDERS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITIES Purchasing By-law and Procedures (copy available upon request). By submitting a TENDER each BIDDER agrees to be bound by the terms and conditions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this TENDER.

b) No verbal arrangement or agreement, relating to the SERVICES specified or called for under this TENDER, will be considered binding, and every notice, advice or other communication, pertaining to it, must be in writing and signed by a duly authorized person.

4) BIDDER ELIGIBILITY

a) BIDDERS must meet the MUNICIPALITIES requirements for experience. The MUNICIPALITY will disqualify any BIDDER who cannot provide the following, when requested by the MUNICIPALITY:

i. proof that they have previously held and satisfactorily completed a PURCHASE ORDER CONTRACT of the size and type being proposed; or

ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or

iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the PURCHASE ORDER CONTRACT.

b) The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any BIDDER prior to an award of a PURCHASE ORDER CONTRACT. The MUNICIPALITY reserves the right to reject any BIDDER OR TENDER based on the information obtained.

c) This TENDER is made by the BIDDER without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a TENDER for the same SERVICES, and is in all respects fair and without collusion or fraud.

5) ASSIGNMENT

a) The SUPPLIER shall not assign the PURCHASE ORDER CONTRACT (or any portion of it) without the prior written consent of the MUNICIPALITY.

b) It is understood and agreed that the BIDDER will be an independent SUPPLIER and that all services will be performed by the employees or agents of the SUPPLIER. Sub agreements made by the SUPPLIER will not release the SUPPLIER from any obligation to the MUNICIPALITY with respect to the performance of the PURCHASE ORDER CONTRACT. Joint or consortium TENDERS must have one prime SUPPLIER who will be responsible for overall order success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the SUPPLIERS partners, SUB-

SUPPLIERS in the event the prime SUPPLIER defaults on its responsibilities. The prime SUPPLIER must communicate such to its partners. The prime SUPPLIER must also provide the MUNICIPALITY with a written statement outlining function components that the sub-SUPPLIER(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all SUB-SUPPLIERS.

6) INDEMNIFICATION

a) The SUPPLIER agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the SUPPLIER also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the SUPPLIER'S failure to exercise reasonable care, skill or diligence in their performance or rendering of any EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES to be performed or rendered by the SUPPLIER, pursuant to the PURCHASE ORDER CONTRACT.

b) The SUPPLIER shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the PURCHASE ORDER CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the EQUIPMENT, MATERIALS AND SUPPLIES (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of liens, attachments, claims, and demands, charges or other encumbrances.

7). CHARACTER OF WORKERS

a) The reference to "workers" refers to workers of the SUPPLIER and its SUB-SUPPLIERS (if any).

b) The SUPPLIER agrees to employ only orderly, competent, and skilful workers. Whenever the MUNICIPALITY informs the SUPPLIER in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the SUPPLIER will ensure that the worker in question is removed from the work and shall not be further employed on the PURCHASE ORDER CONTRACT without the MUNICIPALITY'S written consent.

8). PROJECT SITE WORKING CONDITIONS

It is the BIDDER'S responsibility to investigate the sites and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

9) PATENTS AND COPYRIGHTS

a) The SUPPLIER shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the EQUIPMENT, MATERIALS AND SUPPLIES (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the MUNICIPALITY all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.

b) The SUPPLIER shall pay all royalties and patent license fees required for the **NEW 4X4 ½ TON TRUCK (EXTENDED CAB) and/or 2009-2010 USED 4X4 ½ TON TRUCK (EXTENDED CAB)**.

c) If the EQUIPMENT, MATERIALS AND SUPPLIES (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the SUPPLIER shall either secure for the MUNICIPALITY the right to continue using the EQUIPMENT, MATERIALS AND SUPPLIES or shall, at the SUPPLIER'S sole expense, replace the infringing EQUIPMENT, MATERIALS AND SUPPLIES with non-infringing EQUIPMENT, MATERIALS AND SUPPLIES or modify it so that the EQUIPMENT, MATERIALS AND SUPPLIES no longer infringes.

10) ERRORS AND OMISSIONS OF THE SUPPLIER

Errors, mistakes, or omissions made by the SUPPLIER, its agents, employees, or workmen shall be rectified by the SUPPLIER at its sole expense.

11) QUANTITIES

a) Unless otherwise specified in this TENDER, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY. They are supplied as a basis for comparison only.

b) Unless otherwise stated, payment will be by the unit complete at the TENDER price on the actual quantities deemed acceptable by the MUNICIPALITY.

12) TERMS OF PAYMENT

a) All approved invoices will be payable by the MUNICIPALITY within 30 days after they are received.

b) Payments made by the MUNICIPALITY, including final payment, shall not relieve the SUPPLIER from its obligations or liabilities under the PURCHASE ORDER CONTRACT.

c) Acceptance by the SUPPLIER of the final payment shall constitute a waiver of claims by the SUPPLIER against the MUNICIPALITY, except those previously made in writing in accordance with the PURCHASE ORDER CONTRACT and still unsettled.

d) The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the SUPPLIER any amount sufficient to remedy any defect or deficiency in the **NEW 4X4 ½ TON TRUCK (EXTENDED CAB) and/or 2009-2010 USED 4X4 ½ TON TRUCK (EXTENDED CAB)** EQUIPMENT/MATERIALS/SUPPLIES, pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the SUPPLIER resulting from a previous PURCHASE ORDER CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

13) UNPAID ACCOUNTS

The SUPPLIER must indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the MATERIAL and/or SERVICES. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the EQUIPMENT, MATERIAL AND SUPPLIES in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and

demands, charges or other encumbrances.

14) CHANGES IN THE EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES

The MUNICIPALITY may, without invalidating the PURCHASE ORDER CONTRACT, direct the SUPPLIER to make changes to the EQUIPMENT, MATERIALS/SUPPLIES AND/OR SERVICES. When a change causes an increase or decrease in the EQUIPMENT, MATERIALS, SUPPLIES AND/OR SERVICES, the PURCHASE ORDER CONTRACT price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the MUNICIPALITY and SUPPLIER. All changes must be in writing.

15) NON-PERFORMANCE

a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion, non-performance and or non-conformance of the PURCHASE ORDER CONTRACT, including the level of quality of EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES provided and further reserves the right to cancel any or all of the PURCHASE ORDER CONTRACT if the SUPPLIER fails to correct deficiencies upon thirty (30) days written notice. The MUNICIPALITIES evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.

b) In the event that the SUPPLIER fails or neglects to comply with any condition set out in the PURCHASE ORDER CONTRACT, the PURCHASE ORDER CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

c) The MUNICIPALITY reserves the right to remove from the BIDDERS' LIST (disqualify), for an indeterminate period (minimum two (2) years), the name of any BIDDER for breach of the terms and conditions of this TENDER or for unsatisfactory performance of the PURCHASE ORDER CONTRACT. This disqualification will apply to the terminated SUPPLIER as the Bidder or BIDDER on future QUOTATIONS, RFP'S or requests for TENDER or as a sub-trade to a Bidder or BIDDER on future competitions (quotations, PROPOSALS, or TENDERS) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified SUPPLIERS in any future quotation, TENDER or requests for PROPOSAL.

16. PRICING (TERM OF AGREEMENT)

a) Prices proposed must include all incidental costs and the BIDDER must be satisfied as to the full requirements of the TENDER. No claims for EXTRA WORK, EXTRA SUPPLIES, EXTRA EQUIPMENT, EXTRA MATERIALS or EXTRA SERVICES will be entertained and any additional EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES must be authorized in writing prior to commencement. Should the BIDDER require more information or clarification on any point, it must be obtained prior to the submission of the TENDER.

b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES, prior to delivery or completion of the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES, the appropriate increase or decrease in the price of the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES, shall be made to compensate for the change as of the effective date.

c) The SUPPLIER shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.

d) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the EQUIPMENT, SUPPLIES, MATERIALS or SERVICES save and except the Harmonized Sales Tax are to be included in the total price and detailed where requested.

e) The unit price prevails in cases of discrepancies between unit prices and extensions. The MUNICIPALITY will make all necessary corrections to any TENDER that is in error through addition or extension; the corrected value prevailing, and all BIDDERS shall be bound by such corrections.

17) UNIT PRICES

Bid prices shall be F.O.B. 217 HARPER ROAD, RR#4, PERTH, ONTARIO K7H 3C6 delivered, FULLY INSTALLED AND FULLY OPERATIONAL. Unit prices shall be firm and shall include Harmonized Sales Tax, federal excise tax, duty, freight. Applicable taxes shall be shown separately in the space provided on the TENDER form.

18) DISCLOSURE

a) Submissions of TENDERS as a result of this TENDER are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.

b) Release of information contained in the TENDER may be requested by anyone under the *MFIPPA* unless they contain either a trade secret or information that if disclosed would result in harm to the BIDDER. This would include scientific, technical, financial or labour relations information.

c) All requests for information must be made in writing and submitted to the MUNICIPALITY'S Clerk.

d) To prevent the release of information the BIDDER must state that the TENDER is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

19) WITHDRAWAL OR QUALIFYING OF TENDERS

a) If, after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that TENDER, the BIDDER shall sign the addenda and deliver it to the CLERK'S DEPARTMENT. The addenda shall be in a sealed envelope, which clearly identifies the contents of it.

b) The envelope shall include the following information: BIDDER'S name (or company name under which the original TENDER was submitted), the appropriate competition document reference and the addenda number.

c) If after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the BIDDER, the BIDDER shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.

d) A BIDDER who has already submitted a TENDER may submit a further TENDER at any time up to the deadline for submission. The last TENDER received shall supersede and invalidate all TENDERS previously submitted by that BIDDER for this TENDER.

e) A BIDDER who has submitted a TENDER may request that its TENDER be withdrawn. (Adjustments or corrections to a TENDER submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITIES CLERK'S DEPARTMENT by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITIES Purchasing By-law.

20) PURCHASE ORDER CONTRACT CANCELLATION

a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the SUPPLIER shall negotiate a settlement.

b) The MUNICIPALITY shall not be liable to the SUPPLIER for loss of anticipated profit on the cancelled portion or portions of the PURCHASE ORDER CONTRACT. In the event that the SUPPLIER fails or neglects to comply with any condition outlined in the PURCHASE ORDER CONTRACT, the PURCHASE ORDER CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

21) LAWS AND REGULATIONS

The SUPPLIER shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the PURCHASE ORDER CONTRACT and its performance. The SUPPLIER shall be responsible for ensuring similar compliance by its SUPPLIERS and SUB-SUPPLIERS. The PURCHASE ORDER CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

22) DEFAULT BY SUPPLIER

a) If the SUPPLIER: 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 SUPPLIER makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice, terminate the PURCHASE ORDER CONTRACT.

b) If the SUPPLIER: fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES; or fails to prosecute the EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES with skill and diligence; or purports to assign or sublet the PURCHASE ORDER CONTRACT or a portion of it without the MUNICIPALITIES written consent; or refuses to correct defective EQUIPMENT, MATERIALS AND SUPPLIES AND/OR SERVICES; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the PURCHASE ORDER CONTRACT; then, in any such case, the MUNICIPALITY may, upon expiration of ten days from the date of written notice to the SUPPLIER, terminate the PURCHASE ORDER CONTRACT.

c) Any termination of the PURCHASE ORDER CONTRACT by the MUNICIPALITY, as mentioned in b) above, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.

- d) If the MUNICIPALITY terminates the PURCHASE ORDER CONTRACT, it is entitled to:
- i) withhold any further payment to the SUPPLIER until the completion of the EQUIPMENT, MATERIAL, SUPPLIES or SERVICES and the expiry of all obligations under the PURCHASE ORDER CONTRACT; and
- ii) recover from the SUPPLIER any loss, damage and expense incurred by the MUNICIPALITY by reason of the SUPPLIER'S default (which may be deducted from any monies due or becoming due to the SUPPLIER).

23) SAMPLES

Samples when required must be submitted strictly in accordance with the instructions. If samples are requested after opening of TENDERS, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the BIDDER'S expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the MUNICIPALITY shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the SUPPLIER from its obligations under the PURCHASE ORDER CONTRACT.

24) DECLARATIONS

a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this TENDER, has any interest in this TENDER or in the PURCHASE ORDER CONTRACT.

b) I/We further declare that this TENDER is made without any connection, knowledge, comparison of figures or arrangement with any other SUPPLIER, firm or person making a similar TENDER and is in all respects fair and without collusion or fraud.

c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as the result of the issuance of a PURCHASE ORDER CONTRACT, or otherwise, to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.

d) I/We further declare that the statements contained in the TENDER are in all respects true.

e) I/We further declare that I/We have examined the specifications of the Tender Requirements relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the PURCHASE ORDER CONTRACT.

f) I/We hereby propose and offer to enter into the PURCHASE ORDER CONTRACT on the terms and conditions and under the provisions set forth in the TENDER, and to accept in full payment for it the sums calculated in accordance with the actual ordered quantities and unit prices attached to this TENDER.

g) I/We agree that this TENDER is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this TENDER of a notice of award, which shall constitute formation of the PURCHASE ORDER CONTRACT, or for 90 days following the TENDER closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this TENDER whether any other TENDER had been previously accepted or not.

25) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this TENDER. While the MUNICIPALITY has used considerable effort to ensure an accurate representation of information in this TENDER, the information contained in the TENDER is supplied solely as a guideline for BIDDERS. The information is not guaranteed or warranted to be accurate by the MUNICIPALITY, nor is it necessarily comprehensive or exhaustive.

26) MULTIPLE TENDERS

For comparison purposes, each BIDDER shall submit a complete response that meets the base requirements. TENDERS that do not address the base requirements may be rejected.

Multiple TENDERS from any one BIDDER will be acceptable provided the following conditions are met:

- each TENDER must be packaged separately;
- each TENDER shall be dealt with separately and shall be subject to the requirements of the TENDER.

PART C, TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

1) SPECIFICATIONS AND CONFIRMATION

**1 New 4X4 ½ TON TRUCK (EXTENDED CAB)
MODEL YEAR NEW**

1. GENERAL:

The Corporation of Tay Valley Township is seeking the purchase of ONE NEW 4X4 ½ TON TRUCK (EXTENDED CAB).

All vehicles will be supplied with a current safety inspection, emission test if required and appropriate license. All vehicles will be quoted with the specifications listed below. All models and specifications will be required to be listed.

Must include acceptance of trade: 1996 Chevy VIN # 1GCGK24R2TE114151.

2. DETAILED SPECIFICATION:

NEW 1500 Extended Cab 4WD 160,000 KM Extended Warranty

STATE MAKE: _____

STATE MODEL: _____

The following specifications are designed to generally describe the features required. The supplier is advised that if the features are not standard equipment or normal options, please indicate exceptions in the space provided.

- | | |
|---|---|
| 1. <u>Engine</u>

Gasoline electronic fuel injection
Or Diesel | SPECIFY:
SPECIFY NO. CYL:
SPECIFY LITRES: |
| 2. <u>Payload</u> | SPECIFY: |
| 3. <u>Vehicle Gross Weight</u> | SPECIFY: |
| 4. <u>Vehicle Wheelbase</u> | SPECIFY: |

5.	<u>Body</u>		
	All steel construction with extended cab.	YES:	NO:
	Heavy duty suspension (with snow plow package)	YES:	NO:
6.	<u>Body-(Cont'd)</u>		
	40/20/40 reclining split bench seat	YES:	NO:
	Custom cloth seat trim	YES:	NO:
	Carpet floor covering with removable vinyl floor mats	YES:	NO:
	8 foot box with internal fenders with high quality spray on polyurethane 1/4" thick liner such as Line-X	YES:	NO:
	Full width hinged tail gate	YES:	NO:
	Paint shall be manufacturer's standard base coat clear coat commercial red (will accept other colors)	YES:	NO:
7.	<u>Body Accessories</u>		
	AM/FM stereo radio	YES:	NO:
	Skid plate package	YES:	NO:
	HD trailering special equipment	YES:	NO:
	Air conditioning	YES:	NO:
	Block heater	YES:	NO:
	Spare tire with jack and wheel wrench supplied	YES:	NO:
	Interior light group	YES:	NO:
	Interior mirror – night/day	YES:	NO:
	Outside mirrors	YES:	NO:
	Tilt steering column	YES:	NO:
	Power door locks with <u>3 sets of cut vehicle keys</u>	YES:	NO:
	Power windows	YES:	NO:

8. Body Accessories-(Cont'd)

Wipers – Intermittent 2 speed with washers	YES:	NO:
Cruise control	YES:	NO:
Keyless entry	YES:	NO:
Dual sun visors	YES:	NO:
Locking differential	YES:	NO:
Mud flaps - front and back	YES:	NO:
Beacon light - installed on back rack, Starlight 25001 with illuminated push / pull switch or LED	YES:	NO:
Bumpers –front bumper, rear step bumper with tread plate	YES:	NO:
First Aid Kit and Fire Extinguisher – Installed	YES:	NO:

9. Transmission

4 speed automatic with OD	YES:	NO:
Or standard	YES:	NO:

10. Transfer Case

2 speed minimum part time 4 x 4, lever operated	YES:	NO:
---	------	-----

11. Fuel Tank

100 litre (22 Imp. Gal) minimum	YES:	NO:
---------------------------------	------	-----

12. Steering and Brakes

Power assisted steering	YES:	NO:
Anti – lock braking system (ABS)	YES:	NO:
Mechanical parking brake	YES:	NO:

13. Wheels and Tires

P265/70R17 all season Michelin tires or equivalent	YES:	NO:
--	------	-----

14. Warranty:

Signed manufacturer's factory warranty shall be supplied. YES: NO:

Where minimums are called for, the vehicle must meet or exceed the capacity, size or performance specified. YES: NO:

This specification lists only the major details of a unit, therefore, it is the supplier's responsibility to deliver a fully equipped vehicle with compatible components to provide dependable efficient service. YES: NO:

Vehicles shall meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulation" (SOR 70/487) amended, and bear the National Safety Mark. YES: NO:

The supplier shall ensure parts will be available in Lanark County or City of Ottawa geographical region. YES: NO:

15. Manuals

Manufacturer's service and repair manual shall be supplied together with spare parts lists. YES: NO:

16. Accept trade for 1996 Chevy - VIN # 1GCGK24R2TE114151 YES: NO:

Comments:

➤ **PART C, TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES**

1) SPECIFICATIONS AND CONFIRMATION

1 used 4X4 ½ TON TRUCK (EXTENDED CAB)
MODEL YEAR 2009-2010

1. GENERAL:

The Corporation of Tay Valley Township is seeking the purchase of **ONE 2009-2010 USED 4X4 ½ TON TRUCK (EXTENDED CAB)**.

All vehicles will be supplied with a current safety inspection, emission test if required and appropriate license. All vehicles will be quoted with the specifications listed below. All models and specifications will be required to be listed.

Must include acceptance of trade: 1996 Chevy VIN # 1GCGK24R2TE114151.

2. DETAILED SPECIFICATION:

2009-2010 1500 Extended Cab 4WD 160,000 KM Extended Warranty

STATE MAKE: _____

STATE MODEL: _____

The following specifications are designed to generally describe the features required. The supplier is advised that if the features are not standard equipment or normal options, please indicate exceptions in the space provided.

- | | |
|---|---|
| 1. <u>Engine</u>

Gasoline electronic fuel injection
Or Diesel | SPECIFY:
SPECIFY NO. CYL:
SPECIFY LITRES: |
| 2. <u>Payload</u> | SPECIFY: |
| 3. <u>Vehicle Gross Weight</u> | SPECIFY: |
| 4. <u>Vehicle Wheelbase</u> | SPECIFY: |

5.	<u>Body</u>		
	All steel construction with extended cab.	YES:	NO:
	Heavy duty suspension (with snow plow package)	YES:	NO:
6.	<u>Body-(Cont'd)</u>		
	40/20/40 reclining split bench seat	YES:	NO:
	Custom cloth seat trim	YES:	NO:
	Carpet floor covering with removable vinyl floor mats	YES:	NO:
	8 foot box with internal fenders with high quality spray on polyurethane 1/4" thick liner such as Line-X	YES:	NO:
	Full width hinged tail gate	YES:	NO:
	Paint shall be manufacturer's standard base coat clear coat commercial red (will accept other colors)	YES:	NO:
7.	<u>Body Accessories</u>		
	AM/FM stereo radio	YES:	NO:
	Skid plate package	YES:	NO:
	HD trailering special equipment	YES:	NO:
	Air conditioning	YES:	NO:
	Block heater	YES:	NO:
	Spare tire with jack and wheel wrench supplied	YES:	NO:
	Interior light group	YES:	NO:
	Interior mirror – night/day	YES:	NO:
	Outside mirrors	YES:	NO:
	Tilt steering column	YES:	NO:
	Power door locks with <u>3 sets of cut vehicle keys</u>	YES:	NO:
	Power windows	YES:	NO:

8. Body Accessories-(Cont'd)

Wipers – Intermittent 2 speed with washers	YES:	NO:
Cruise control	YES:	NO:
Keyless entry	YES:	NO:
Dual sun visors	YES:	NO:
Locking differential	YES:	NO:
Mud flaps - front and back	YES:	NO:
Beacon light - installed on back rack, Starlight 25001 with illuminated push / pull switch or LED	YES:	NO:
Bumpers –front bumper, rear step bumper with tread plate	YES:	NO:
First Aid Kit and Fire Extinguisher – Installed	YES:	NO:

9. Transmission

4 speed automatic with OD	YES:	NO:
Or standard	YES:	NO:

10. Transfer Case

2 speed minimum part time 4 x 4, lever operated	YES:	NO:
---	------	-----

11. Fuel Tank

100 litre (22 Imp. Gal) minimum	YES:	NO:
---------------------------------	------	-----

12. Steering and Brakes

Power assisted steering	YES:	NO:
Anti – lock braking system (ABS)	YES:	NO:
Mechanical parking brake	YES:	NO:

13. Wheels and Tires

P265/70R17 all season Michelin tires or equivalent	YES:	NO:
--	------	-----

14. Warranty:

Signed manufacturer's factory warranty shall be supplied. YES: NO:

Where minimums are called for, the vehicle must meet or exceed the capacity, size or performance specified. YES: NO:

This specification lists only the major details of a unit, therefore, it is the supplier's responsibility to deliver a fully equipped vehicle with compatible components to provide dependable efficient service. YES: NO:

Vehicles shall meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulation" (SOR 70/487) amended, and bear the National Safety Mark. YES: NO:

The supplier shall ensure parts will be available in Lanark County or City of Ottawa geographical region. YES: NO:

15. Manuals

Manufacturer's service and repair manual shall be supplied together with spare parts lists. YES: NO:

16. Accept trade for 1996 Chevy - VIN # 1GCGK24R2TE114151 YES: NO:

Comments:

**PART D - FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

PURCHASE ORDER CONTRACT NUMBER: **TENDER-2011-PW-006**

PROJECT TITLE: **ONE (1) NEW 4X4 ½ TON TRUCK (EXTENDED CAB) and/or ONE (1) 2009-2010 USED 4X4 ½ TON TRUCK (EXTENDED CAB)**

SUBMITTED TO: THE CORPORATION OF TAY VALLEY TOWNSHIP

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the TENDER including all information to BIDDERS, general terms and conditions, terms of reference, appendices and specifications as issued by THE CORPORATION OF TAY VALLEY TOWNSHIP and including Addenda number _____ to _____ and hereby offer and agree to enter into a PURCHASE ORDER CONTRACT to supply the EQUIPMENT, MATERIALS AND SUPPLIES AND SERVICES required by this TENDER at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete, supply and delivery the EQUIPMENT, MATERIALS AND SUPPLIES in full accordance with the instructions to BIDDERS, terms, conditions, terms of reference, specifications, and appendices in the Request for **TENDER#2011-PW-006** for **ONE (1) NEW 4X4 ½ TON TRUCK (EXTENDED CAB) and/or ONE (1) 2009-2010 USED 4X4 ½ TON TRUCK (EXTENDED CAB)**, as described in this TENDER for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

I/We, hereby Tender and agree to supply and deliver to The Corporation of Tay Valley Township, F.O.B. 217 Harper Road, RR#4, Perth, Ontario, K7H 3C6, the supply of **ONE (1) NEW 4X4 ½ TON TRUCK (EXTENDED CAB) and/or ONE (1) 2009-2010 USED 4X4 ½ TON TRUCK (EXTENDED CAB)** detailed herein, using appropriate specifications as specified and included within this tender.

The SUPPLIER hereby offers to complete the work specified in the Tender at the following prices, with the Harmonized Sales Tax shown separately.

This TENDER is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of NINETY (90) calendar days after the date and time set for submission of the TENDER.

**PART D - FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

Company: _____
(Name)

(Street Address or Postal Box Number)

(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)

Print Name and Title: _____

Dated at _____ this _____ day of _____, 2011.

**The Corporation of Tay Valley Township
217 Harper Road, RR#4
Perth, Ontario K7H 3C6**

Signature: _____
Keith Kerr, REEVE:
(I have the authority to bind the corporation)

Dated at _____ this _____ day of _____, 2011.

Amanda Mabo, Clerk: _____

Dated at _____ this _____ day of _____, 2011.

SEAL

**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR THE TENDER WILL BE
REJECTED.**

**PART D - FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES - continued**

Schedule of Prices - Tender-2011-PW-006

1. Supply ONE (1) NEW 4X4 ½ TON TRUCK (EXTENDED CAB) as specified in this tender

PRICE \$(CAN) \$ _____

HST \$ _____

TOTAL \$ _____

2. Provisional Items

a)	Vehicle Operation Training	\$	_____
	HST	\$	_____
	Total	\$	_____

b)	Extended Vehicles Warranty	\$	_____
	HST	\$	_____
	Total	\$	_____

c)	Extended Engine Warranty	\$	_____
	HST	\$	_____
	Total	\$	_____

d)	Engine Diagnostic Software	\$	_____
	HST	\$	_____
	Total	\$	_____

e)	Value of Trade for 1996 White Chevy		
	VIN # 1GCGK24R2TE114151	\$	_____
	HST	\$	_____
	Total	\$	_____

DELIVERY DATE IF AWARDED THE TENDER: _____

**PART D - FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES - continued**

Schedule of Prices - Tender-2011-PW-006

1. Supply ONE (1) 2009-2010 USED 4X4 ½ TON TRUCK (EXTENDED CAB) as specified in this tender

PRICE \$(CAN) \$ _____

HST \$ _____

TOTAL \$ _____

2. Provisional Items

- | | | | |
|----|-------------------------------------|----|-------|
| a) | Vehicle Operation Training | \$ | _____ |
| | HST | \$ | _____ |
| | Total | \$ | _____ |
| b) | Extended Vehicles Warranty | \$ | _____ |
| | HST | \$ | _____ |
| | Total | \$ | _____ |
| c) | Extended Engine Warranty | \$ | _____ |
| | HST | \$ | _____ |
| | Total | \$ | _____ |
| d) | Engine Diagnostic Software | \$ | _____ |
| | HST | \$ | _____ |
| | Total | \$ | _____ |
| e) | Value of Trade for 1996 White Chevy | | |
| | VIN # 1GCGK24R2TE114151 | \$ | _____ |
| | HST | \$ | _____ |
| | Total | \$ | _____ |

DELIVERY DATE IF AWARDED THE TENDER: _____