

**THE CORPORATION OF THE  
TOWNSHIP OF ZORRA**



**TENDER 2017-08**

**TENDER FOR**

**SUPPLY OF A NEW  
ONE HALF TON FOUR WHEEL DRIVE  
EXTENDED CAB PICKUP TRUCK**



July 6, 2017

**TO:** ALL BIDDERS

**SUBJECT: TENDER FOR SUPPLY OF A NEW ONE HALF TON FOUR WHEEL DRIVE  
EXTENDED CAB PICKUP TRUCK**

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The Township of Zorra is requesting tenders to supply a one half ton four wheel drive extended cab pickup truck and accessories as outlined.

Attached is the subject tender that must be submitted to the Township of Zorra, 274620 27<sup>th</sup> Line, P.O. Box 306, Ingersoll, ON, N5C 3K5, **NO LATER THAN 11:00 a.m. on Wednesday, July 19, 2017.**

Tenders will be opened at the Township Office, the same day at 11:05 a.m. Results from the opening will be posted to the Township's website before end of that business day.

### **Communications**

Communication between the Township and prospective vendors **MUST BE** in written format via email or fax. To facilitate comprehensive responses, proponents are encouraged to email their questions as soon as possible to [jmcfarlan@zorra.on.ca](mailto:jmcfarlan@zorra.on.ca) or fax to 519-485-2520. No verbal instructions or verbal information to proponents will be binding on the Township.

Any addenda that may be necessary as a part of this tender will be on the Township of Zorra website by 3:00 p.m. on Monday, July 17, 2017. It is the responsibility of the proponent to check this website for any addenda that may arise. The lowest or any tender not necessarily accepted.

Yours Truly,

John McFarlan  
Fire Chief, CEMC  
Township of Zorra



## **CHECKLIST**

The following checklist has been included to ensure that all of the Township's requirements are met:

1. Please provide one (1) complete copy designated as the original.
2. The Tender Bid Form provided must be used. Alteration of the Tender Bid Form is prohibited. If white out is used, please initial your corrections
3. The Term & Conditions and Specifications have been carefully reviewed and all requirements have been submitted with your tender.
4. The last page of the tender package has been affixed to the front of your tender envelope/package submission.

**THE CORPORATION OF THE  
TOWNSHIP OF ZORRA**



**SECTION 2**

**TENDER/PROPOSAL  
GENERAL TERMS & CONDITIONS**

**TENDER 2017-08**

**TENDER FOR**

**SUPPLY OF A NEW ONE HALF TON FOUR WHEEL  
DRIVE EXTENDED CAB PICKUP TRUCK**



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**GENERAL TERMS AND CONDITIONS**

The undersigned hereby bids to perform or supply the work covered by this tender/proposal and must conform to the Township of Zorra Purchasing By-law

**1. DEFINITIONS**

In this proposal, as well as in all specifications, the following definitions shall apply unless otherwise indicated:

- a) "Township" means the Township of Zorra;
- b) "bidder" or tenderer" or "proponent" means the individual, firm, company or corporation submitting tender/proposals to the Township;
- c) "work" means any of the under-noted or any combination thereof;
  - (i) supply or provision of articles or materials;
  - (ii) supply of labour
  - (iii) performance of functions or tasks;
  - (iv) provision of services;
  - (v) equipment operated or not operated; or
  - (vi) construction or repairs as specified;
  - (vii) security deposit
- d) "total acquisition cost" means an evaluation of quality and service in the assessment of a bid and the sum of all costs including purchase price, all non refundable taxes, warranties, local service costs, life cycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs for determining the lowest compliant bid.

**2. SCOPE OF WORK**

The work consists of the supply of all labour, material, equipment and supervision necessary to complete the work shown, or described by, or reasonably inferred from these contract documents. Without limiting the qualifications of the foregoing the work consists of the following:

**Supply of a new one half ton four wheel drive extended cab pickup truck.**

**3. COPIES OF TENDER**

Bidders are requested to provide one original (1) copy of their tender.

**4. ADDENDA**

Bidders may, during the tender/proposal period, be advised by addenda of required additions to, deletions from, or alterations in the requirements of the tender/proposal documents.

A copy of all addenda shall be either hand delivered, sent by courier, electronic correspondence, or fax, to each prospective bidder who has obtained tender/proposal documents. Also, notice of the addenda will be posted on the Township website.

Where an addendum must be issued later than two days prior to the specified closing date, the closing date may be extended to allow four working days between the issuance of the addendum and the revised closing date. **This extension of the closing date is optional and shall be used as required.**

**Addenda will be issued under the following circumstances:**



- a) Interpretations tender/proposal documents as a result of questions from prospective bidders;
- b) Revision, deletions, additions or substitutions of any portion of tender/proposal documents.

All such changes as addressed in the addenda shall become an integral part of the tender/proposal documents and shall be allowed for in arriving at the tender/proposal price.

(Only applicable if the document is posted on the Township's website). In order to view addendums on the Township's website, you must download the original document and the addendum will appear at the beginning.

#### **5. COST INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of tenders to the Township of Zorra, or any work performed in connection therewith shall be borne by the proponent. No payment will be made for any tenders received or for any other effort required or made by the proponent prior to commencement of work as defined by the proposal approved by the Township of Zorra.

#### **6. WHEN BIDS EXCEED ESTIMATES (For tenders only)**

Re-tendering should be avoided when the bids exceed the estimate and the bid results have been read out at a public tender opening as the cost of re-tendering is very high. Therefore, we reserve the right to negotiate with the lowest formal bidder.

#### **7. GENERAL CONDITIONS, STANDARD SPECIFICATIONS AND DRAWINGS**

All work shall be carried out in accordance with the current Ontario Provincial Standard Specifications and Drawings as adopted by the Township. The current General Conditions apply to this contract and will be included in the legal documents.

#### **8. CLOSING DATE AND OPENING OF TENDERS/PROPOSALS**

Tender/proposals shall be prepared on the forms provided and are to be sealed and submitted in the tender envelope provided or using the address label sheet provided and identified as a tender/proposal for the contract concerned on the tender/proposal envelope. Bidders need not be present at the opening of the tender/proposals unless specifically invited for the purpose of explaining some detail pertaining to their bid. Tender/proposal opening results may be posted on the Township's website at [www.zorra.on.ca](http://www.zorra.on.ca). Bidders will be advised by letter of the acceptance, or otherwise of their tender, as soon as the contract has been finally awarded.

#### **9. CONFIDENTIALITY**

The contractor, on behalf of itself, its directors, officers, employees, agents and subcontractors, acknowledges that for the purposes of this tender, it is bound by the provisions of the ***Municipal Freedom of Information and Protection of Privacy Act***, R.S.O. 1990, c. M.56, as amended by (the "Act"). The contractor agrees that all information provided to it by the Township, or gathered in the course of providing services is being provided on a confidential basis for the purposes of the administration of the services being provided by the contractor and is protected by the provisions of the Act.

The contractor shall not use, at any time during the term of this contract, or thereafter, any of the information acquired by it during the course of carrying out the services provided for herein for any purposes other than the provision of the services or such other purposes authorized in writing by the Township.

#### **10. LOCAL PARTNERSHIPS**

The Township encourages out of town proponents to seek local partner(s) where local expertise exists.



**11. SUBSTITUTIONS**

Where, if pursuant to the contract documents, the bidder is required to supply an article or group of related articles designated by trade or supplier's name followed by the words "or approved equal" or similar such terminology, the tender/proposal shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the specifications.

No ruling on a proposed substitution and "approved equal" will be made prior to acceptance of the tender/proposal. No substitutions shall be made without the prior written approval of the appropriate Department Head or their designate. No tender/proposal price shall be based on a presumed acceptance by the appropriate Department Head or their designate of a substitute item or supply.

**12. TAXES, DUTIES AND FREIGHT**

The appropriate taxes will be charged and indicated in the total bid price.

**Changes to government Taxes**

Where a change in federal or provincial taxes occur after the tender/proposal closing date for a contract, and this change could not have been anticipated at the time of bidding, the Township will increase or decrease contract payments to account for the exact amount of tax involved. Claims for compensation for additional tax cost shall be submitted by the bidder to the Township of Zorra. Such claims for additional costs shall be submitted no later than 30 days after the date of acceptance of the work.

Prices shall be F.O.B. destination shown and shall include all fees, charges, surcharges and/or expenses associated with the delivery of any kind.

**13. AWARD**

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of tender/proposal, and to award contracts to one or more bidders submitting identical tender/proposals as to price; to reject any and all tender/proposals or in whole or in part; to waive technical defects, irregularities and omissions if, in doing, the best interest of the Township will be served.

Should the Township 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 or to negotiate the prices/terms offered by the bidder.

The Township reserves the right to make awards within ninety (90) days from the date tender/proposals are opened, unless otherwise specified in the tender/proposal, during which period tender/proposals shall not be withdrawn unless the bidder distinctly states in his tender/proposal that acceptance thereof must be made in a shorter specified time.

A bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the tender/proposal. All work must be scheduled and approved by the proper Township employee at the appropriate Township facility. The lowest or any tender/proposal not necessarily accepted.

**14. EXECUTION OF CONTRACT**

The bidder agrees that, notwithstanding anything to the contrary in this contract, that a maximum of ninety (90) days shall be allowed between the date that tender/proposals are opened and the date that a tender/proposal is awarded, cancelled, or recalled.

Following contract award, the Township shall notify the successful bidder that his tender/proposal had been accepted. The formal contract agreement will be sent to the successful bidder in person or by mail, with instructions on how to properly complete and sign the document.



The successful bidder is to be allowed not more than fourteen days from receipt of the document for execution of the contract document. Failure to execute the contract documents or to provide the necessary guarantees, insurance, etc. within the specified time may result in the forfeiture of the tender/proposal deposit.

There shall be no variation or substitution from this tender/proposal unless approved in writing by the Chief Administrative Officer or designate.

Receipts of the goods, materials, equipments, work or service shall not waive any of the terms and conditions hereof. Defective goods, material or equipment will be returned at the supplier's risk and expense.

Failure to deliver and/or complete within the times set out within this document, shall entitle the Township to cancel this tender/proposal without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.

Time is to be of the essence of this tender/proposal.

**15. ASSIGNMENT**

It is mutually agreed and understood that the bidder shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract to any other person, firms, company, or corporation without the previous written consent of the appropriate Department Head or designate.

**16. RISK**

The work shall remain at the risk of the bidder until delivery of the work covered by this tender/proposal.

**17. PAYMENT**

Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustments required, will be withheld.

Progress payments will only be provided if it is part of the contract and the terms are agreeable to both the bidder and the Township of Zorra.

**18. CANCELLATION OR DELETION**

The Township reserves the right to reject any or all tender/proposals and the lowest or the highest, as the case may be, will not necessarily be accepted.

The Township reserves the right to cancel or delete any portion of the work and the bidder agrees to such cancellation or deletion without any claim whatsoever because of such cancellation or deletion.

The Township, in its uncontrolled and unfettered discretion, may declare a specific work not within the intent of this contract because of scope or quantity and reserves the right to call and let a separate tender/proposal for a similar work covered hereby and the bidder acknowledges such right and waives any claim for the Township's exercise thereof in good faith.

Notwithstanding the acceptance of a tender/proposal or the awarding of the contract by the Clerk's Department, the contract shall not become effective and shall not be binding upon the municipality until a written contract embodying the instructions, specifications, terms and conditions set out in the tender/proposal documents and the accepted tender/proposal of the successful bidder, has been signed by the Clerk's Department.





In the event of strikes, accidents or unexpected events causing stoppage of work, the Township reserves the right to suspend this contract.

**19. WITHDRAWAL OF OFFER**

A bidder may request that his or her submitted tender be withdrawn, up until the closing time for a particular contract/ withdrawals can only be made in person and the bidder wishing to withdraw from a particular tender must attend at the Township Office and execute an appropriate withdrawal form, signed by a principal of the bidder, or provide a letter from the bidder, signed by a principal, withdrawing the tender. The completed withdrawal form, specific to the time of return, shall then be signed by the agent and Township's Chief Administrative Officer.

The withdrawal of a tender does not disqualify a bidder from submitting another tender for the same contract provided that all of the tender procedures are observed and the new bid is deposited prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one (1) tender from the same bidder may result in the disqualification of the bidder.

The tender deposit shall be forfeited to the Township when a bidder attempts to withdraw his or her tender after tenders have been opened, in addition to any consequence or legal penalty that may apply.

**20. INDEMNIFICATION (HOLD HARMLESS)**

The successful proponent shall indemnify and hold harmless the Township of Zorra, 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 Township of Zorra and against all loss, liability, judgments, claims, suits, demands or expenses with the Township of Zorra may sustain, suffer or be put to resulting from or arising out of the successful proponent's 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 proponent, its agent, officials and employees.

**21. THE BIDDER/PROPONENT DECLARES THAT:**

- a) No person, other than the bidder has any interest in this tender/proposal or in the contract proposed to be entered into.
- b) This tender/proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons, making a tender/proposal for the same work, and is in all respects fair and without collusion or fraud.
- c) That several matters stated in the said tender/proposals are in all respects true.
- d) The bidder has carefully examined the locality and site of the proposed works, and offers to enter into a contract and to do all the work, on the terms and conditions, and under the provisions herein set forth, and to accept full payment therefore in accordance with the schedule of prices hereto annexed, and the bidder also agrees that this tender/proposal is to continue open to acceptance until this tender/proposal is executed on behalf of the Township and that the Township may at any time without notice, accept this tender/proposal whether any other tender/proposal has been previously accepted or not, and the bidder hereby agrees that if the bidder withdraws this tender/proposal before the Township shall have considered the tender/proposal and awarded a contract, the amount of the deposit on this tender/proposal shall be forfeited to the Township.
- e) No member of Council or employee of the Township has any pecuniary interest, direct or indirect in this tender/proposal.



- f) The bidder as well as his heirs, executors, administrators, successors and assigns are deemed to forfeit all claims against the Township under the contract including claims for all work done and/or supplies and/or services furnished under it if it should appear that a member of Council or an employee of the Township has been given, has, or is at any time given a pecuniary interest direct or indirect in this tender/proposal or a contract resulting from this tender/proposal.

No payment will be made under a contract resulting from this tender/proposal until an affidavit or a statutory declaration has been sworn by the person claiming payment or by such other person as the Council deems acceptable, to the effect that no member of the Council or employee of the Township has any direct or indirect, pecuniary interest in such contract or in the money thereby claimed and that the amount of the claim is correct.

## **22. FREEDOM OF INFORMATION AND PRIVACY ACT**

The Township of Zorra will consider all bidder responses as confidential subject to the limitations set out under the *Municipal Freedom of Information and Protection of Privacy Act*, 1989.

## **23. GENERIC SPECIFICATIONS**

To ensure that there are fair and equitable opportunities to all suppliers to bid wherever possible generic specifications will be used to describe goods or services or the term “brand name” or “equivalent” can be used. Equivalent must be approved equal by consultant or end user, in writing.

**\*Note: Where the Township has standardized on products/equipment that product or equivalent will be used.**

## **24. PRIVILEGE CLAUSE**

Council and the Clerk’s Department, as the case may be, shall, in awarding contracts, have regard to:

1. Compliance with specifications;
2. The total acquisition cost;
3. The ability, capacity and skill of the supplier to perform the contract;
4. Whether the supplier can perform the contract promptly and within the time specified without delay or interference;
5. The quality of performance of previous contracts with the Township and with others;
6. The sufficiency of the financial resources of the supplier to satisfy the contract;
7. The quality, availability and adaptability of the goods and services to the particular use required;
8. The ability of the supplier to provide future maintenance and services; and
9. Any other specifications included in the contract;
10. All tenders/proposals or any tender/proposal may be rejected and contract may be awarded to any supplier not necessarily the lowest or highest as the case may be.

## **25. RECORD AND REPUTATION**

Without limiting or restricting any other right or privilege of the Township and regardless of whether or not a tender or proposal or proponent/bidder otherwise satisfies the requirements of a tender or RFP, the Township may reject summarily any proposal or tender from any person where:



1. In the opinion of the Council of the Township of Zorra, the commerce relationship between the Township and the bidder/proponent has been impaired by the prior and/or current act(s) or omission(s) of such bidder/proponent including but not limited to:
  - a) Litigation with the Township of Zorra;
  - b) The failure of the proponent/bidder to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the Township by such proponents, after the Township has made demand for payment of the same;
  - c) The refusal to follow reasonable directions of the Township or to cure a default under any contract with the Township as and when required by the Township or the Township's Representatives;
  - d) The proponent refusing to enter into a contract with the Township after the proponent or bidders tender or proposal, bid or quote has been accepted by the Township;
  - e) The bidder/proponent refusing to perform or to complete performance of a contract with the Township, at any time, after the proponent has been awarded the contract by the Township;
  - f) Act(s) or omission(s) resulting in a claim by the Township under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the proponent on RFP or a tender; within the five (5) year period immediately preceding the date on which the RFP/tender is awarded;
  
2. In the opinion of the Council of the Township of Zorra or the Clerk's Department, there are reasonable grounds to believe that it would not be in the best interest of the Township to enter into a contract with the proponent/bidder, including (without limiting the generality of the foregoing):
  - a) The conviction of that person or any person with whom that person is not at arm's length within the meaning of the **Income Tax Act** (Canada) of an offence under any taxation statute in Canada;
  - b) The conviction or finding of liability of that person under the **Criminal Code** or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
  - c) The conviction or finding liability of that person under the **Environmental Protection Act**, or corresponding legislation of any other province or any member of the European Union or the United States of America, where the circumstances of that conviction evidence of a gross disregard on the part of that person for the environmental well-being of the communities in which it carries on business;
  - d) The conviction or finding of liability of that person relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;
  - e) The conviction or finding of liability of that person under the **Securities Act** or the corresponding legislation of any other province or any member of the European Union or the United States of America or any state thereof.



**26. VALIDITY OF TENDERS**

See Schedule 'A', attached hereto.

**27. TERMS & CONDITIONS**

All Terms and Conditions must conform to the Township's Schedule "A".

**28. ERRORS AND OMISSIONS**

The Township of Zorra shall not be held liable for any errors or omissions in any part of this tender/proposal. While the Township of Zorra has used considerable effort to ensure an accurate representation of information in this tender/proposal, the information contained in the tender/proposal is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the Township of Zorra, nor is it necessarily comprehensive or exhaustive. Nothing in the tender/proposal is intended to relieve the bidders from forming their own opinions and conclusions with respect to the matters addressed in the tender/proposal.

**29. CONFLICT OF INTEREST**

All firms are required to disclose to the Township any potential conflict of interest, may it be pecuniary or otherwise. If a conflict of interest does exist with the potential successful proponent, the Township may, at its discretion, refrain from awarding the project to the proponent.

The proponent covenants that it presently has no interests and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The proponent further covenants that in the performance of this contract no person having such known interest shall be employed.

**30. EXCLUSIVITY CLAUSE**

The Township makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement executed with the successful proponent will not be an exclusive contract for the provision of the described deliverables. The Township may contract with others for the same or similar deliverables to those described or may obtain the same or similar deliverables internally.

**31. COMMUNICATIONS**

All communication (including clarification required from a technical perspective and/or from a purchasing perspective) between the Township and prospective vendors **MUST BE** in written form at via email or fax. To facilitate comprehensive responses, bidders are encouraged to email their questions as soon as possible to [jmcfarlan@zorra.on.ca](mailto:jmcfarlan@zorra.on.ca) or fax to 519-485-2520. Please be advised that Hotmail-based e-mails may be blocked by the Township of Zorra servers.

No verbal instructions or verbal information to bidders will be binding on the Township. Do not contact any other staff persons, other than the Clerk's Department staff, regarding this tender. This is to ensure that all bidders and proponents receive the same answers to all questions and in the case of RFP evaluations, Committee members are not subject to lobbying.

**Bidders and proponents that do not follow this instruction may be subject to disqualification.**

**32. RESULTS**

The name of the successful proponent and the accepted price shall be deemed public information following the award of the contract; however, unit prices will not be disclosed where proposals were requested as a total contract price.



We reserve the right to publish the total evaluation scores of all proponents and the total bid amounts of the successful proponent. Unsuccessful proponents may request information regarding their evaluation from the Purchasing Agent or his designate.

**33. ELECTRONIC COMMERCE**

When proponents are provided with the option of emailing their proposal response to the noted tender email address, please ensure that the representative authorized to bind the corporation/company/partnership signs the proposal bid form via electronic signature.

**34. TERMS OF PAYMENT**

The terms of payment for all invoices relating to this tender/proposal are net thirty (30) days unless otherwise specified in the document.

**35. SALES TAX**

The successful proponent/bidder, if and when required, will provide any necessary documentation that the Township would require to support sales tax recovery claims.

**SCHEDULE "A" to TENDER 2017-08**

	<b>IRREGULARITY</b>	<b>RESPONSE</b>
1	Late Bid.	Automatic rejection and not opened or read publicly.
2	Unsealed Envelope.	Automatic rejection.
3	No bid security or agreement to bond or insufficient bid deposit or agreement to bond.	Automatic rejection.
4	Bids completed and/or signed in erasable medium.	Automatic rejection.
5	All required sections of bid documents not completed.	Automatic rejection unless, in the consensual opinion of the Agent, Department Head in charge of the bid solicitation and the Township solicitor, the incomplete nature is trivial or insignificant.
6	Qualified bids (bids qualified or restricted by an attached statement).	Automatic rejection unless, in the consensual opinion of the Agent, Department Head in charge of the bid solicitation and the Township solicitor, the qualification or restriction is trivial or not significant.
7	Bids received on documents other than those provided or specified by the Township.	Automatic rejection.
8	Bids containing clerical errors, which are trivial or insignificant.	Forty-eight hours to correct and initial errors. The determination of what constitutes trivial or insignificant errors shall be made in the consensual opinion of the Agent, Department Head in charge of the bid solicitation and the Township solicitor.
9	Failure to execute agreement to bond (surety's consent) or bonding company corporate seal or signature missing from agreement to bond.	Automatic rejection.
10 (a)	Failure to execute bid bond by bidder and bonding company.	Automatic rejection.
(b)	Corporate seal of the bidder and bond company, missing.	Forty-eight hours to correct.
11	Documents - execution	
(a)	Corporate seal or missing signature; signatory's authority to bind the corporation or signature missing.	Forty-eight hours to rectify situation.
(b)	Corporate seal and missing signature; signatory's authority to bind the corporation or signature missing.	Automatic rejection
12	Erasures, overwriting or strike out which are not initialled:	
(a)	Uninitialled changes to the tender documents, other than unit prices, which are trivial or not significant;	Forty-eight hours to initial. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the consensual opinion of the Agent, Department Head in charge of the bid solicitation and the Township solicitor.

**Schedule "A" to TENDER 2017-08**

**Page 2**

	<b>IRREGULARITY</b>	<b>RESPONSE</b>
(b)	Unit prices in the schedule of prices have been changed but not initialled and the Contract totals are consistent with the price as changed;	Forty-eight hours to initial change in unit price. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the consensual opinion of the Agent, Department Head in charge of the Bid Solicitation and the Township solicitor.
(c)	Unit prices in the schedule of prices have been changed but not initialled and the contract totals are consistent with the price as changed;	Automatic rejection.
13	Mathematical errors which are not consistent with the unit price.	Forty-eight hours to initial corrections as made by the Clerk's Department.
14	Bids, in which all necessary addenda, which have financial implication, have not been acknowledged.	Automatic rejection.
15	Any other irregularities.	The Agent, Department Head in charge of the bid solicitation and the Township solicitor acting in consensus shall have authority to waive other irregularities or grant 48 hours to initial such other irregularities, which they jointly consider to be trivial or insignificant.

**THE CORPORATION OF THE  
TOWNSHIP OF ZORRA**



**SECTION 3**

**SPECIFICATIONS/SCOPE OF WORK/  
TENDER BID FORM**

**TENDER 2017-08**

**TENDER FOR**

**SUPPLY OF A NEW ONE HALF TON FOUR  
WHEEL DRIVE EXTENDED CAB PICKUP TRUCK**





## SCOPE OF WORK

### 1. General

The Township is inviting Tenders for One (1) new half ton four wheel drive extended cab pickup truck.

It is the intent of the attached specifications to describe specific details of the equipment required in this Tender. It is the responsibility of the successful Bidder to supply any part or accessory not described in the specification but supplied as the manufacturer's standard equipment. All equipment shall be delivered with all accessories installed and operating.

The specification included herein describes the type, size, design and construction of equipment which is felt necessary to meet the performance and service requirements of the Township. Bidders desiring to quote on equipment which deviates from these specifications but which they believe to be equivalent, both as to individual component parts and the completely assemble units, are required to submit alternative bids on the equipment which so deviates.

The attached specification/confirmation pages form part of this Tender and must be completed and returned with the Tender. Where capacities, rating, dimensions, etc are requested, bidders must provide appropriate specific information. In all other areas, bidders must confirm whether equipment complies with the requested specifications.

The equipment supplied and all parts and all replacement parts thereof are to be **new only (not re-manufactured), never used and of the latest manufacture. The equipment should not be pre-owned or demonstrator models.**

Any reference to trade name or manufacturer in the specifications is for the sole purpose of designating a standard of quality or type. Bidders are required to enclose descriptive literature with their Tender.

### 2. Safety Requirements

The equipment supplied must meet relevant health and safety provisions. All engines must operate to specifications and be equipped with pollution emissions controls as required by law in the Province of Ontario.

### 3. Warranty Requirements

Bidders must submit a copy of the manufacturer's standard warranty for the equipment Tenders, with the completed specification/confirmation pages and Forms of Tender. Bidders are requested to also include details and cost of any extended warranties available on major power train components.



#### **4. Selection Criteria**

The following are the key criteria that will be used to evaluate the Tenders. The list is not in any particular order of priority. The Township will base its selection on a combination of the following criteria as a minimum:

- The responsiveness of the Tender to all requirements
- Ease of operation, serviceability and maintenance requirements for the finished product
- Anticipated schedule for completion and delivery of the finished product
- Warranty information including description and service location of the facility
- History of your company
- Final price and payment schedule

While cost is clearly a very important factor, the Township will select a Proponent using all of the criteria listed above.

**SCHEDULE "B" to TENDER 2017-08  
DETAILED DESIGN SPECIFICATIONS**

<b>SPECIFICATION</b>	<b>CONFIRMATION</b>	
	<b>YES</b>	<b>NO</b>
<b>1. BODY:</b>		
- all steel construction		
- box with internal fenders		
- sprayed in under rail "Line-X" box liner		
- full width hinged tailgate		
- painted (to match) weatherproof locking Cab-high Fiberglass topper w/ solid side compartment doors and rear hatch w/ interior lights		
- slide out storage bed tray, aluminum, minimum 1500 LB. ("Bed Slide" model 1500) or equivalent		
<b>2. BODY INTERIOR:</b>		
- upholstery – cloth		
- floor covering – vinyl or rubber		
- power seat w/lumbar support on driver's side		
- bucket seats with arm rest console		
<b>3. BODY ACCESSORIES:</b>		
- 2 power supplies for laptop and 2 way Radio Installation (supplied by 3 <sup>rd</sup> party)		
- cab dome light		
- intermittent wiper control		
- air conditioning		
- cargo lamp		
- tow hooks		
- AM-FM radio and digital clock w/integrated Bluetooth		
- trailer hitch / tow package with 7 pin wiring harness		
- halogen headlights		
- map lights		
- power windows and doors		
- cruise control		
- remote start and door opener		
- Molded mud flaps		
- Back-up camera		
<b>4. MIRRORS:</b>		
- interior with day/night settings		
- left and right heated low mount		
<b>5. BUMPERS:</b>		
- standard front bumper – chrome finish		
- rear step bumper – chrome finish		
<b>6. ENGINE:</b>		
- minimum 4.6 litre		SPECIFY:
- V-8 cylinder – gasoline – fuel injected		
- cooling system – 35°C with block heater		
<b>7. TRANSMISSION:</b>		
- Minimum 6 speed automatic with overdrive		
<b>8. STEERING:</b>		
- power assisted		

**SCHEDULE "B" to TENDER 2017-08**  
**DETAILED DESIGN SPECIFICATIONS**

<u>SPECIFICATION</u>	<u>CONFIRMATION</u>	
	YES	NO
<b>9. BRAKES:</b>		
- power assisted – ABS		
<b>10. SUSPENSION AND AXLES:</b>		
- heavy duty shock absorbers front and rear		SPECIFY:
- limited slip differential		
<b>11. TIRES:</b>		
- five (5) first line bf Goodrich steel belted radial ply tires model k02, LT235/170R 16 minimum		SPECIFY:
- spare to be mounted under side of box		
<b>12. COLOUR:</b>		
- exterior – candy apple red		SPECIFY:
- interior – matching		
<b>13. ALTERNATOR:</b>		
- 135 amp. minimum		SPECIFY:
<b>14. BATTERY:</b>		
- minimum 750 CCA maintenance free		SPECIFY:
<b>15. FUEL TANK:</b>		
- 94 litre, minimum		SPECIFY:
<b>16. WARRANTY:</b>		
- to be supplied		SPECIFY:

**TENDER 2017-08**  
**TENDER FOR A NEW ONE HALF TON FOUR WHEEL DRIVE**  
**EXTENDED CAB PICKUP TRUCK**

Description	Price
Price for completed unit: F.O.B. Township of Zorra	\$ _____
PST (IF APPLICABLE)	\$ _____
PLUS 5% GST	\$ _____
<b>TOTAL PRICE</b>	<b>\$ _____</b>

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This contract will be executed within two weeks from date of award (may be executed earlier) -

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**Addendum Acknowledgment Section: Failure to complete this section when addendums have been issued may render your proposal as non-compliant. Please ensure you complete this section if an addendum(s) has been issued.**

If awarded the contract, the proponent agrees to complete the work in accordance with the tender Specifications, and the following Addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_, 2017. Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ 2017

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_, 2017. Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ 2017

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**The undersigned has read, understands and acknowledges all instructions, terms and conditions contained in this tender document:**

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**NAME & POSITION OF PERSON SIGNING:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*"I have the authority to bind the Corporation/Company/Partnership"*

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**ATTACH THIS SHEET TO THE FRONT OF YOUR TENDER  
ENVELOPE/PACKAGE SUBMISSION**

**TENDER  
TO BE RETURNED TO:**

**THE CORPORATION OF THE TOWNSHIP OF ZORRA  
274620 27<sup>TH</sup> LINE, P.O. BOX 306  
INGERSOLL, ON N5C 3K5**

**TENDER 2017-08 FOR**

**A NEW ONE HALF TON FOUR WHEEL DRIVE  
EXTENDED CAB PICKUP TRUCK**

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

For Township Use Only	
Date Stamp	
_____	_____
Time Received	Employee Signature

**NOTE:** This address label/sheet must be affixed to the front of your sealed tender envelope/package submission. The Township will not be held responsible for envelopes or packages that are not labeled.