

REQUEST FOR TENDER (RFT) FOR ONE 1/2 TON 4x4 TRUCK CONTRACT PW 2024-02

TENDERS RECEIVED BY: The Village of Merrickville-Wolford

Attention: Brad Cole Manager of Operations publicworks@merrickville-wolford.ca

PART "A" – INFORMATION TO BIDDERS

1. Tender Form

Sealed Tenders, clearly marked as to the contents, on the forms supplied by the Village of Merrickville-Wolford ("the Village"), will be received, by the undersigned or his/her designated representative, at the Municipal Office, 317 Brock Street West Merrickville K0G1N0, Ontario, until **2:00 p.m. April 3rd 2024**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, **for One (1) 1/2 TON 4x4 Truck**.

Tenders received after closing time will not be considered. The Village of Merrickville-Wolford 317 Brock Street West P.O Box 340

Merrickville, Ontario K0G1N0

Attention: Brad Cole Manager of Operations

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

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

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

Tenders received by fax or email will be disqualified.

2. Clarification of Documents

Any clarification of the Village documents required by the Bidder, prior to submission, shall be requested through the Village of Merrickville-Wolford. Any such clarifications so given shall not, in any way, alter the Village documents and the Bidder and the Village agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Village is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued to Bidders as written Addenda. In the submission, the Bidder shall list all Addenda

PART "A" – INFORMATION TO BIDDERS

that were considered when the submission was prepared.

All questions shall be directed, in writing (by email) to Brad Cole Manager of Operations publicworks@merrickville-wolford.ca

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

Copies of all questions and answers and any addenda will be provided to bid takers that have been documented on the bid taker list.

3. Contract Documents and Order of Precedence

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

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

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

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

4. Addenda

Bidders may be advised by addenda, of required additions, deletions, or alterations in the requirements of the Tender documents. All such changes shall become an integral part of the Tender documents and shall be allowed for in arriving at the total submission price.

5. Harmonized Sales Tax

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

6. Health and Safety

The Bidder assumes full responsibility for conforming to all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

PART "A" – INFORMATION TO BIDDERS

Accordingly, the Bidder shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation.
- (b) Provide a copy of the applicable WSIB Certificate of Clearance or equivalent (if the Bidder is from outside Ontario), to be submitted with the Tender.

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

7. Accessibility

The Bidder shall provide a declaration with the Tender that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations. An example of a declaration is attached in Appendix "A".

8. Bidder's Checklist

To assist Bidders with completing a response to this Tender, a Tender Checklist is included in Part D.

9. Withdrawal

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

10. Public Opening

All submissions will be opened at the Municipal Office, 317 Brock Street West Merrickville, Ontario, on the same day and time as the closing date. Results will be provided later online or over the phone.

11. Tender Results

The names of the Bidders and total bid prices will only be made available at the Tender Opening. After the Tender Opening, requests may be submitted to the Village for the results and only the names of the Bidders and total bid prices, as read out at the Tender Opening, will be given in the reply. Bid results will be provided.

PART "A" – INFORMATION TO BIDDERS

12. Bid Acceptance

It shall be the policy of the Village that in any procurement of goods, services, facilities or construction invitations to submit a Tender to the Village, we reserve the right to reject an offer to supply goods and/or services or Tenders presented in response to the Village procurement processes where the Village determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Village contract during the previous five-year period.

Village Council may remove a Company's name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Village Contract.

Unless otherwise specified in these Tender documents, this Tender constitutes an irrevocable offer to provide the goods and/or services described herein **for a period of ninety (90) calendar days** from the closing date of the receipt of Tenders.

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

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

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

Bidders may submit multiple bids in the event that the Bidder is providing different options and specifications.

13. Insurance

The successful Company shall provide the following insurance:

Commercial General Liability Insurance

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

- a) Third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence.
- b) The Village shall be added as an additional insured.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) The policy shall contain a provision for contractual liability oral and written
- e) The policy shall provide the Village with 30 days' notice of cancellation or nonrenewal.

PART "A" – INFORMATION TO BIDDERS

- f) Non-owned Automobile Coverage for a limit of not less than \$2,000,000 including contractual non-owned coverage.
- g) Contingent Employer's Liability.
- h) Broad Form Property Damage.

Motor Truck Cargo Insurance

The Company, if delivering the vehicle by separate conveyance rather than driving it to the delivery destination, shall obtain and keep in force for the duration of this contract Motor Truck Cargo Insurance on an All Risks basis, in an amount sufficient to cover the full replacement cost of the equipment being provided under the contract while that equipment is being delivered to the Village, including during loading and unloading from the conveying vehicle(s).

Other Requirements

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

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

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

14. Failure to Enter into an Agreement

In addition to all of the Villages' other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Village may, in their sole and absolute discretion and without incurring any liability, approve an extension *(should agreement changes be requested),* rescind the selection of that Bidder and proceed with the selection of another Bidder.

15. Assignment

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

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

PART "A" – INFORMATION TO BIDDERS

16. Laws and Regulations

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

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

17. Default by Company

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

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

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

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

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

PART "A" – INFORMATION TO BIDDERS

18. Contract Cancellation

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

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

19. Responsibility

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

20. Liquidated Damages

Liquidated damages shall be paid by the contractor if the delivery called for in the Tender is not completed within the time set out in the Tender, or by an amended date approved by the Village. The Contractor agrees to pay the Village liquidated damages at a sum of \$500.00 per calendar day, for each day's delay in delivery.

21. Payments

The Company shall invoice the Village of Merrickville-Wolford, upon delivery. The Village shall pay said ninety percent (90%) of the invoice within thirty (30) days of receipt of the invoice (date of delivery).

Payment by the Village, of the ten (10%) percent holdback, shall be made ninety (90) days from the date of delivery.

The Village shall have the right to withhold, from any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

PART "A" – INFORMATION TO BIDDERS

22. Pre-Order Meeting

The successful bidder, and any applicable suppliers, and representatives from both Village shall meet prior to the placement of the equipment order. Changes to the below noted specifications shall be permissible and any changes to the equipment order shall be done via a change order. There shall be no limits to the allowable changes.

23. Municipal Freedom of Information and Protection of Privacy Act

Any personal information collected by or on behalf of the Village under this Tender is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Village may be used to confirm certain information provided in the submissions for this project. The person submitting this Tender consent to such collection and use of the information. The person submitting this Tender acknowledges the Tender is a public document and that the information contained in the Tender may become public and consents to the release of that information. By responding to this Request for Tender, respondents waive any challenge to the Village decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the Village of Merrickville-Wolford.

THE VILLAGE OF MERRICKVILLE-WOLFORD TENDER FOR ONE ½ Ton 4x4 TRUCK

PART "B" – GENERAL CONDITIONS

- 1. The unit shall be a new, 2023-2024 model year.
- 2. The unit shall be delivered **on or before June 3rd, 2024, at 317 Brock Street West Merrickville, Ontario**. If the unit is not received on or before the date indicated by the bidder on the tender form, the Village reserves the right to initiate "Liquidated Damages – Clause 20 - Part "A" – Information to Bidders".
- 3. The following specifications have been prepared with the intention of providing a basis for securing competitive bids. Notwithstanding certain details, equipment of similar design and construction will receive consideration if, in the opinion of the Village, it is considered to be suitable for the intended application and generally conforms to performance requirements. All bids on equipment not fully meeting the specifications shall be accompanied by a statement fully outlining any departures from the specifications and fully describing the equipment offered.
- 4. Bidders must also provide the appropriate information where "Specify" is noted.
- 5. The village of Merrickville-Wolford meets the definition under the Broader Public Sector to access Ontario Government purchasing discounts and Vendors of Record; please price accordingly.
- 6. The total RFT price shall be for the supply of one tandem plow truck complete with all specified optional equipment. The trucks shall be f.o.b. the Dealership, and shall include freight, service, and preparatory charges.

THE Village of Merrickville-Wolford TENDER FOR ONE ¹/₂ Ton 4x4Truck

PART "C" – SPECIAL CONDITIONS

- 1. This specification covers only the major details of the units. It is the supplier's responsibility to deliver fully equipped units with compatible components to provide dependable efficient service.
- 2. No wiring is to be cut or spliced without written approval from the Original Equipment Manufacturer (OEM) or the Village.
- 3. No frame or structure is to be cut, welded, or drilled without written approval from the OEM or the Village.
- 4. All wiring to be spliced must be soldered and covered with shrink tube.
- 5. All aftermarket installation, service, and operators' manuals as well as warranty certificates must be forwarded to the Village.
- 6. A copy of the owners, parts, service, operators (2 copies), shop manuals (including complete wiring diagrams) and CDs will be forwarded to the Village.
- 7. All warranty certificates and the vehicle line tickets must be forwarded to The Village of Merrickville-Wolford.
- 8. A complete list of all oils and filters must be forwarded to the Village.
- 9. Dealer will license the unit until December 31_{st}, 2024. Do not include in the Tender price, invoice separately.
- 10. Dealer will have the units MTO certified.
- 11. The successful bidder shall supply a fully executed manufacturer's warranty on the truck. As well as a one (1) year warranty on parts and labor starting from the delivery date.

PART "D" – FORM OF TENDER

1. I_____, of,_____

DECLARE that no person, firm, or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the Contract proposed to be taken.

- 2. **I FURTHER DECLARE** that this Tender is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.
- 3. **I FURTHER DECLARE** that no member of the Village Council, or any Officer of the Village is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.
- 4. **I FURTHER DECLARE** that several matters stated in the said Tenders are in all respects true.
- 5. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said Tender OR for a period of ninety (90) days after the closing date, whichever first occurs and that the Village may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.
- 6. **I FURTHER DECLARE** that the awarding of the contract based on this Tender by the Village shall be an acceptance of this Tender.
- 7. I FURTHER DECLARE that Addendum/Addenda No._____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted. I do hereby Tender and offer to enter into a Contract, to do all of the work and to furnish all necessary labour, machinery, tools, apparatus and other means of construction, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, to complete the work, herein described, in strict accordance with the plans, specifications and special provisions and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities, except where noted, at the unit prices set forth in the Tender therein as follows:

Witness

Signature

Date

Name of Company

E-mail Address

Address

Name of Signing Authority for Contract (Please print)

Telephone

Initials

PART "D" – FORM OF TENDER

SPECIFICATIONS AND CONFIRMATION FOR 1/2 TON 4x4 TRUCK

MAKE:	
MODEL	·
YEAR:	

PROPOSED UNITS MUST COMPLY WITH THE FOLLOWING SPECIFICATIONS IN ALL ASPECTS. ALTERNATIVE COMPONENTS, WHICH MEET THE REQUIREMENT OF THIS SPECIFICATION BUT ARE NOT IDENTIFIED IN THE SPECIFICATION, MUST BE APPROVED BY THE VILLAGE PRIOR TO TENDER CLOSING.

Specification Summary:

The Municipality is requesting proposals for the supply and delivery of one (1) new $4x4 \frac{1}{2}$ ton pickup truck. The equipment must meet or surpass mandatory requirements of the current Canadian Motor Vehicle Safety Regulations as amended or revised.

The following table provides an opportunity for vendors to specify their proposed units and will be used to evaluate proposals. We understand the difficulty of designing a specification sheet that conforms to all the different manufacturer's specifications. As a result, we have included a column for the Proponent to confirm compliance with the specifications or specify variations. This column must be completed and submitted.

General

It is the intent of these specifications to describe a new 2023-2024 gasoline powered four-wheel drive extended cab pickup truck within sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary in order to provide a complete unit shall be included in the bid, and shall conform in strength, quality of material and workmanship to what is usually provided to the trade in general. Any units not conforming to the specifications as outlined, may be rejected, and it will be the responsibility of the supplier to conform within the requirements, unless deviations have been cited by the bidder and acceptance made in writing on that basis.

Vehicle registration to be completed by the dealer before delivery.

PART "D" – FORM OF TENDER

Vehicles Accepted

New 2023-2024 Dodge Ram -1500 Ford – F150 Chevrolet – 1500 GMC - 1500

PARTICULARS	SPECIFICATIONS

VEHICLE VEHICLE VEHICLE VEHICLE VEHICLE	6700 LB GVWR CREW CAB AND CHASSIS (4 DOOR) 4X4 (FOUR WHEEL DRIVE) 140 INCH WHEELBASE FLEET SIDE 6ft.4" ENGINE 3.4 LITRE MINIMUM (GASOLINE) 6-SPD AUTOMATIC W/SELECTSHIFT AND TOW/HAUL MODE TRANSMISSION
VEHICLE VEHICLE VEHICLE	160 AMP MINIMUM ALTERNATOR BATTERY 700 C.C.A MINIMUM 12V HEAVY DUTY COOLING SYSTEM (TRAILER PACKAGE)
VEHICLE	POWER STEARING SHALL BE SUPPLIED AIR CONDITIONING TO BE SUPPLIED
VEHICLE	ENGINE BLOCK HEATER
VEHICLE VEHICLE	CRUISE CONTROL FOUR WHEEL DRIVE AXLES TO BE SUPPLIED
VEHICLE	FRONT AXLE TO BE SUPPLIED WITH AUTOMATIC LOCKING HUBS
VEHICLE	LIMITED SLIP REAR AXLE SHALL BE SUPPLIED
EXTERIOR	PAINT COLOUR: (WHITE) CLEAR COAT
EXTERIOR	MANUAL TELESCOPIC TRAILER TOW MIRRORS WITH POWER HEATED GLASS HEATED CONVEX SPOTTER MIRROR POWER
EXTERIOR	ADJUSTABLE REAR CARGO LIGHT
EXTERIOR	SPRAY IN BED LINER
EXTERIOR	CLASS IV TRAILER HITCH RECEIVER
EXTERIOR	PAYLOAD PLUS UPGRADE PACKAGE
EXTERIOR EXTERIOR	MANUAL TELESCOPING TRAILER TOW WITH AUTOMATIC GLASS EXTERIOR BACKUP ALARM

____ Initials

EXTERIOR INTERIOR INTERIOR INTERIOR INTERIOR	PART "D" – FORM OF TENDER UTILITY LIGHTING SYSTEM - LED SIDE MIRROR SPOTLIGHTS CLOTH SEATS CLOTH 40/20/40 BENCH WITH RECLINE WITH CENTRE STORAGE TRAILER BRAKE CONTROLLER 110V/400W OUTLET
INTERIOR INTERIOR INTERIOR INTERIOR INTERIOR INTERIOR	UPFITTER INTERFACE MODULE AM/FM STEREO WITH DIGITAL CLOCK AIR CONDITIONING - MANUAL TEMPERATURE CONTROL FLOOR COVERING – VINYL/ RUBBER POWER STEERING BLUETOOTH HANDS FREE CALLING COMPATIBLE WITH SMART PHONE

PART "D" – FORM OF TENDER

THESE PAGES MUST BE COMPLETED AND RETURNED WITH RFP

List three municipalities in Ontario that have purchased a similar vehicle in the last 2 years:

1.	
2.	
3.	

PART "D" – FORM OF TENDER

I/We hereby agree to supply **One** ½ **Ton 4x4**. Complete in working condition in accordance with Parts "A", "B" and "C" of this Tender for the following price:

DESCRIPTION	PRICE Canadian \$ (LESS HST)
Supply 2023-2024 Half ton 4x4	\$
TOTAL PRICE	\$

The specified $\frac{1}{2}$ Ton 4x4 Truck will be delivered to the following:

1-Unit to Village of Merrickville-Wolford Garage, 317 Brock Street West Merrickville, Ontario

Notes:

i) HST will be paid in addition to the Tender price.

ii) Prices must be rounded to two decimal places only.

PART "D" – FORM OF TENDER

CHECKLIST

Enclosed with submission:

1. Completed Part "D" enclosed.	—
2. 2020 Health and Safety Policy – Part "A" (#6)	_
3. WSIB Certificate of Clearance – Part "A" (#6)	_
	_
Documents upon Award of Contract:	

1. Certificate of Insurance – Part "A" (#13)

PART "D" – FORM OF TENDER

TENDER LABEL – FORM 5

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

THE VILLAGE OF MERRICKVILLE-WOLFORD TENDER FOR ONE ½ Ton 4x4 TRUCK					
The Village of Merrickville-Wolford 317 Brock Street West Merrickville, Ontario K0G1N0					
Attention:Brad Cole, Manager of OperationsTelephone:613-269-4791 ext. 236E-mail:publicworks@merrickville-wolford.ca					
CONTRACT NUMBER: PW2024-02	CLOSING DATE: 2:00 p.m. April 10th, 2024				
YOUR COMPANY'S NAME AND ADDRESS:					

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

THE Village of Merrickville-Wolford TENDER FOR ONE ¹/₂ Ton 4x4 TRUCK

APPENDIX "A" – ACCESSIBILITY DECLARATION

[COMPANY LETTERHEAD]

To: The Village of Merrickville-Wolford From: [Company Name] [DATE] [CONTRACT NUMBER, CONTRACT TITLE]

Re: Declaration of Compliance – Accessibility of Ontarians with Disabilities Act (AODA)

Please accept this letter as confirmation [COMPANY NAME] is in compliance with the Accessibility of Ontarians with Disabilities Act and its regulations

[SIGNATURE] [NAME] [POSITION] [CONTACT INFORMATION] [COMPANY]