



THE CORPORATION OF THE TOWNSHIP OF TAY  
**REQUEST FOR QUOTATIONS  
FOR**

**Purchase of Two (2) Plough Trucks**

**RFQ #: 2021-09**

**BID SUBMISSION DEADLINE**

**DATE:** January 06, 2022

**TIME:** **2:00:00 PM Eastern Local Time**

**QUESTION & ANSWER PERIOD**

Question period deadline: December 21, 2021 @ 4:30 p.m.

Answer response date: December 24, 2021

**LATE SUBMISSIONS WILL NOT BE ACCEPTED**

The Corporation of the Township of Tay reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bid at any time.

**ELECTRONIC BID SUBMISSIONS ONLY**

**Table of Contents**

*DEFINITIONS*..... 4

**PART I INSTRUCTIONS TO BIDDERS**..... 5

- 1. ON-LINE BID REGISTRATION ..... 5
- 2. CETA/CFTA TRADE AGREEMENTS..... 5
- 3. BID CLOSING TIME AND DATE ..... 5
- 4. REQUEST FOR QUOTATION SCHEDULE ..... 5
- 5. INQUIRIES, OMISSIONS, DISCREPANCIES, AND INTERPRETATIONS..... 6
- 6. COMPETITION INTENDED ..... 6
- 7. ADDENDUM/ADDENDA ..... 6
- 8. WITHDRAWAL/AMENDMENT OF SUBMISSION ..... 7
- 9. IRREVOCABILITY OF SUBMISSIONS ..... 7
- 10. DATE OF BIDDING DOCUMENT ..... 7
- 11. MANDATORY BID REQUIREMENTS..... 7
- 12. BID DEPOSIT & CONTRACT SECURITY – NOT APPLICABLE FOR THIS RFQ..... 8
- 13. RESERVATION OF RIGHTS AND PRIVILEGE CLAUSE ..... 8
- 14. EXECUTION OF CONTRACT UPON AWARD ..... 10
- 15. STATEMENT OF UNDERSTANDING ..... 10
- 16. PRICE COMPONENTS ..... 10
- 17. SCHEDULE OF PRICES ..... 11
- 18. PROVISIONAL ITEMS AND QUANTITIES..... 11
- 19. ALTERNATIVE DISPUTE RESOLUTION (ADR) ..... 11
- 20. FREEDOM OF INFORMATION ..... 11
- 21. ACCESS TO RECORDS ..... 11
- 22. ANTI-LOBBYING ..... 12
- 23. BLACKOUT PERIOD..... 12

**PART II STANDARD CONDITIONS OF CONTRACT**..... 13

- 24. PURCHASING PREFERENCE..... 13
- 25. PURCHASE ORDER ..... 13
- 26. DAMAGE CLAIMS..... 13
- 27. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES..... 13
- 28. APPLICABLE LAW ..... 13
- 29. LAWS AND REGULATIONS..... 13
- 30. NON-WAIVER ..... 13
- 31. NON-ASSIGNMENT ..... 14
- 32. DISPUTES..... 14
- 33. GOVERNING LAW ..... 14
- 34. INSPECTION AND TESTING ..... 14
- 35. EMERGENCY TELEPHONE NUMBER ..... 14
- 36. MEETINGS..... 14
- 37. ALTERATIONS AND AMENDMENTS ..... 14
- 38. DEFECTIVE OR UNSUITABLE ..... 15
- 39. REJECTED COMMODITIES ..... 15
- 40. DELIVERY SCHEDULE..... 15
- 41. F.O.B. POINT, DELIVERY AND FORCE MAJEURE ..... 15
- 42. TIME IS OF THE ESSENCE ..... 16
- 43. PERSONAL PROPERTY SECURITY ACT ..... 16
- 44. TOWNSHIP NOT EMPLOYER ..... 16
- 45. INDEMNIFICATION ..... 16
- 46. LIMITATION OF LIABILITY..... 16

47. DEFAULT ..... 17

48. TERMINATION ..... 17

49. EVALUATION OF PERFORMANCE ..... 17

50. TOWNSHIP OF TAY PROCUREMENT BY-LAW NO. 2014-67 ..... 18

51. WORKING LANGUAGE ..... 18

52. TOWNSHIP OF TAY PAYMENT TERMS & METHODS ..... 18

53. PAYMENT HOLDBACK FOR UNSATISFACTORY PERFORMANCE ..... 19

PART III SPECIAL CONDITIONS OF CONTRACT ..... 20

54. INTRODUCTION ..... 20

55. MANUFACTURER’S SPECIFICATIONS ..... 20

56. WARRANTY ..... 20

57. PRE-DELIVERY INSPECTION/SET-UP ..... 20

58. TRAINING ..... 20

59. DEMONSTRATION ..... 20

60. SCHEDULE OF PRICES ..... 20

PREVIEW OF CONTRACT FORM OF AGREEMENT ..... 21

PART IV AGREEMENT ..... 22

*PART V APPENDICES* ..... 23

APPENDIX A - SUBMISSION FORM ..... 23

APPENDIX B – SPECIFICATIONS ..... 24

APPENDIX C - PRICING SCHEDULE ..... 24

APPENDIX D - DECLARTIONS ..... 54

**DEFINITIONS**

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The following definitions apply to the interpretation of the Bid Documents;

1. "ADDENDUM" means a written change, addition, alteration, correction or revision to a bid, tender or contract document. Addendum/Addenda may be issued following a pre-bid site meeting/conference or as a result of a specification or work scope change to the solicitation.
2. "BIDDER" refers to any legal enterprise making a submission in response to this Call for Bid.
3. "BID FORM" are the standard forms provided in the Call for Bid. Bidders must complete and submit the forms contained within this section in order to provide the necessary information for the evaluation of the bids and to create a legally binding bid.
4. "BID PRICE" means the total price proposed by a Bidder in its Bid for the performance of the Work.
5. "BID SUBMISSION DEADLINE" is the closing date and time that is provided in the Call for Bid document that a Bidder's submission must be received by the Township's Bidding System.
6. "BID SUBMISSION" means the information submitted by a Bidder in response to this Request for Quotations, also referred to as BID or SUBMISSION.
7. "BUSINESS DAY" means any day from Monday to Friday between the hours of 8:30 am and 4:30 pm, excluding statutory or civic holidays observed by the Corporation of the Township of Tay.
8. "CALL FOR BID" means a formal or informal request for bid, on the terms and conditions set forth in the Township's bid documents that may be in the form of a Request for Quotation, Proposal, Tender, Prequalification or Standing Offer.
9. "CONTRACT" means a legal document and any attachments that bind the Township and all other parties subject to the provisions of the Contract.
10. "CONTRACTOR" means any Successful Bidder who has entered into a Contract with the Township.
11. "CONTRACT PRICE" means full and total compensation that the Township shall pay to the Contractor for the full, timely and complete performance of the Work in compliance with all terms and conditions of the Contract.
12. "ELECTRONIC TENDERING SYSTEM" means the web-based platform used by the Township for competitive bid solicitations, also referred to as Bidding System.
13. "MAY" used in this document denotes permissive.
14. "PROCUREMENT" / "PROCUREMENT DEPARTMENT" means the procurement representative(s) working within the Corporate Services department, who are responsible for the Township's centralized purchasing function and are hereby authorized to act as agent for the Township in all such matters pertaining thereto.
15. "PROPONENT" refers to any legal enterprise making a submission in response to this Request for Quotation.
16. "REQUEST FOR QUOTATION" or "QUOTATIONS" means the bid document issued by the Township.
17. "SHALL" and "WILL" used in this document denotes imperative.
18. "SUCCESSFUL BIDDER(S)" means a Bidder whose Bid(s) has been awarded by the Township.
19. "TOWNSHIP" means the Corporation of the Township of Tay.

20. "WORK" means the total services required by the Contract.

## **PART I INSTRUCTIONS TO BIDDERS**

### **1. ON-LINE BID REGISTRATION**

All Proponents shall refer to Biddingo.com and register as a Plan Taker for this Bid opportunity, which will enable the Proponent to download the Call for Bid Document, to receive Addenda/Addendum email notifications and download Addendums. The Township will not assume responsibility for any information that a Bidder does not receive.

### **2. CETA/CFTA TRADE AGREEMENTS**

This procurement is subject to the Canadian Free Trade Agreement (CFTA) and Canada-European Union Comprehensive Economic and Trade Agreement (CETA) where applicable.

### **3. BID CLOSING TIME AND DATE**

**ELECTRONIC BID SUBMISSIONS ONLY**, shall be received by the Bidding System, no later than **2:00:00 p.m. (14:00:00 hours) Eastern local time, on January 06, 2022.**

Submissions **MUST** be made through the following public portal: [www.biddingo.com](http://www.biddingo.com)

The closing time shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an **"Internet Traffic Jam"** due to file transfer size, transmission speed, etc.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal has been uploaded and completed the submission process on Biddingo.com by the RFQ Submission Deadline. Uploading large documents may take significant time, depending on the size of the file(s) and Internet connection speed. Proposals that are uploaded onto Biddingo.com but not submitted before the closing deadline will be deemed late, and thus rejected.

For technical support, please contact Biddingo.com directly at 1-416-756-0955 or via email at [ebidding@biddingo.com](mailto:ebidding@biddingo.com). Proposals cannot be submitted after the RFQ Submission Deadline. Each Proponent is responsible for ensuring its Proposal is submitted prior to the RFQ closing date and time.

Late Submissions shall not be accepted by the Township's Bidding System.

All Bids shall be irrevocable and shall remain open for acceptance, at the prices quoted, for up to ninety (90) calendar days from the Bid Submission Deadline. In submitting a Bid, each Bidder agrees that, notwithstanding anything to the contrary, the Township may notify the Successful Bidder at any time within the Bid validity period that its Bid has been awarded.

#### **Late Submissions shall not be accepted by the Township.**

All Bids shall be irrevocable and shall remain open for acceptance, at the prices quoted, for up to ninety (90) business days from the Bid Submission Deadline. In submitting a Bid, each Bidder agrees that, notwithstanding anything to the contrary, the Township may notify the Successful Bidder at any time within the Bid validity period that its Bid has been awarded.

### **4. REQUEST FOR QUOTATION SCHEDULE**

<b>Task</b>	<b>Date</b>
Date of Posting	December 09, 2021
Deadline for Questions	December 21, 2021 @ 4:30 p.m.
Post Answers	December 24, 2021

Bid Submission Deadline	January 06, 2022
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**Note:** Although every attempt will be made to meet all dates, the Township reserves the right to modify any or all dates at its sole discretion.

**5. INQUIRIES, OMISSIONS, DISCREPANCIES, AND INTERPRETATIONS**

All Inquiries concerning this Call for Bid including specifications, process and results are to be directed **in writing** to [procurement@tay.ca](mailto:procurement@tay.ca) .

The Operations Department contact on this Call for Bid is:

Shawn Berriault,  
General Manager of Operational Services  
Manager of Engineering Services

Inquiries shall not be directed to any other Township employees. **No Inquiries will be accepted by telephone.** A transcript of the questions and answers will be issued to the Bidders through Biddingo in the form of an addendum on or before the date as listed in this document.

The Township shall not be held liable for any **errors or omissions** in any part of this Call for Bid document. While the Township has used considerable efforts to ensure an accurate representation of information in this document, the information contained herein is supplied solely as a guideline for Bidders. The information is neither guaranteed nor warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in this Call for Bid document.

Should a Bidder find omissions or discrepancies in any part of this Call for Bid document or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder shall notify the designated contact without delay.

No oral explanation or interpretation will modify any of the requirements or provisions of the Documents. **The Township of Tay will assume NO responsibility for oral instructions or suggestions.**

**6. COMPETITION INTENDED**

It is the Township's intent that this Call for Bid will permit competition. It shall be the Bidder's responsibility to advise the Procurement Department, in writing to [procurement@tay.ca](mailto:procurement@tay.ca) , if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Call for Bid to a single source. Such notification must be received by the Procurement Department, no later than five (5) days prior to the Bid Submission Deadline.

**7. ADDENDUM/ADDENDA**

Addenda, if required, will be issued by the Township's Procurement Department and shall hereby form part and parcel of the said Project.

Bidders shall acknowledge receipt of any addenda when submitting their Bid package to the Township. Bidders shall check a box for each addendum/addenda and any applicable attachment that has been issued on the Bid Form in the space provided before submitting their bid.

Addendum/Addenda will be issued through Biddingo, typically Forty-eight (48) Hours prior to Closing Time and Date.

In the event an addendum is issued within Forty-eight (48) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at [www.biddingo.com](http://www.biddingo.com) prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued.

The Township encourages Proponents **not** to submit their Bid **prior to** forty-eight (48) hours before the Bid closing time and date, in the event that an addendum is issued. If a Proponent submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Township, the Proponent may **WITHDRAW** their Bid submission and re-submit their revised Bid submission. The Proponent is solely responsible to:

- i) make any required adjustments to their Bid;
- ii) acknowledge the addendum/addenda; and
- iii) ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) Eastern local time, on the Bid Closing Date.

## **8. WITHDRAWAL/AMENDMENT OF SUBMISSION**

Bidders may amend or withdraw their Submission prior to the closing time and date. However the Bidder is solely responsible to:

- i) Withdrawal – Ensure the submission is **WITHDRAWN** from the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) Eastern local time, on the Bid Closing Date;
- ii) Amendment - Ensure the re-submitted bid is **RECEIVED** by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) Eastern local time, on the Bid Closing Date.

## **9. IRREVOCABILITY OF SUBMISSIONS**

Upon bid submission deadline, all submissions become irrevocable for ninety (90) business days. By submission of a Bid, the Bidder agrees that should the Township issue the award of the contract to them as the Successful Bidder, the Bidder will enter into a Contract with the Township.

## **10. DATE OF BIDDING DOCUMENT**

Bid Documents date:

The official bid documents are dated as follows, unless otherwise amended:

- December 09, 2021

## **11. MANDATORY BID REQUIREMENTS**

Failure to adhere to the following mandatory submission requirements shall result in a Bid being declared non-compliant:

- a) Submissions shall be received by the Township's Bidding System before the Bid Submission Deadline;
- b) Submissions shall be complete and in the original Bid Form as supplied without any unauthorized alterations, additions, deletions or qualifying statements made to or provided with the Bid Form;
- c) The Bid Form shall clearly identify the Bidder's business name, first and last name and title of the individual who is a duly authorized official of the Bidder;
- d) If applicable, for a joint Bid, the Bidder as identified in the Bid submission will be considered the lead Bidder and is responsible for identifying that the Bid is a Joint Bid and shall provide the other joint party's identification information within their Bid Submission;

- e) If applicable, the Bid and/or Contract Security, Surety Consent Form to be drawn against an Ontario based Surety Company shall be submitted signed with the submission contents and reflect the correct amount;
- f) If applicable, the Bidder shall be previously qualified, under a related pre-qualification process;
- g) All submissions comply with the terms and conditions of the RFQ Documents;
- h) For greater certainty, any failure by a Bidder to insert a unit price where required shall be deemed to be a \$ "0" value; and
- i) No claims or litigation proceedings have been instituted by the Bidder against the Township, or in turn by the Township against the Bidder.

A complete list of Bid Irregularities and the action taken for each irregularity is found in the Procurement By-law on the Township's website at: [www.Tay.ca](http://www.Tay.ca)

## **12. BID DEPOSIT & CONTRACT SECURITY – NOT APPLICABLE FOR THIS RFQ**

Not applicable for this RFQ.

## **13. RESERVATION OF RIGHTS AND PRIVILEGE CLAUSE**

The Township has the right to accept or reject any and all Bids, in whole or in part.  
The Township has the right to cancel this Quotation at any time and for any reason without incurring any liability to any Bidder.

The Township reserves the right to award the Contract in its entirety or in part, to one or more Bidders, in accordance with the Quotation.

The Township has the right to waive strict compliance with the terms of the Quotation if, in the opinion of the Township, the non-compliance does not affect the Bid in any material way, wherein such materiality shall be determined in the sole discretion of the Township.

The Township reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- a) accept a Bid other than the lowest Bid or reject the lowest Bid;
- b) cancel this Quotation at any time, either before or after the Bid Submission Deadline;
- c) accept or reject any and all Bids, whether in whole or in part;
- d) accept the Bid deemed most favourable to the interest of the Township or that may provide the greatest value and benefit to the Township based upon and not limited to:
  - i) price
  - ii) ability
  - iii) quality of work
  - iv) service
  - v) past experience
  - vi) past performance
  - vii) qualification
- e) with the exception of clause 11 "Mandatory Bid Requirements", waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Bid Form or Bid Submission.

The Township may consider the total Bid price, inclusive of the prices tendered for any provisional or optional items, or only the price stipulated for the base contract work, or any combination thereof, in determining which Bid best meets its needs and interests.

The Township reserves the right to seek clarification of the contents of any Bid, or to require a Bidder to submit further documentation.

In its evaluation of the Bids, the Township may consider the following:



- a) information provided in response to inquiries of credit, experience and industry references set out in the Bid;
- b) information received in response to inquiries made by the Township of third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder;
- c) the experience and qualification of the Bidder's senior management, and project management.
- d) The compliance of the Bidder with the Township 's requirements and specifications; or
- e) Bidders with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Township reserves the right to verify any information from third parties and receive additional information regarding any Bidder, its directors, officers, shareholders or owners, and any other party associated with the Bid, as the Township may require.

The Township has the right to reject any Bidder who is involved in litigation with the Township. Under the following circumstances:

- a) If only one Bid is received, the Township has the right to elect to:
  - i) open the Bid;
  - ii) open the Bid and cancel the RFQ;
  - iii) open the Bid and the Township may enter into negotiations with the Bidder if it is a compliant Bid; or
  - iv) not open the Bid and cancel the RFQ.
- a) If only one compliant Bid is received, the Township has the right to elect to:
  - i) enter into negotiations with the Bidder; or
  - ii) cancel the RFQ; or
  - iii) cancel the RFQ and reissue the Bid document at a later date.
- b) If no Bids or no compliant Bids are received, the Township has the right to elect to:
  - i) cancel the RFQ
  - ii) cancel the RFQ and reissue the Bid Document at a later date;
  - iii) cancel the RFQ and to single source the works to any one person or entity at its sole discretion.

The Bidders acknowledge that the Work, or portions thereof, are subject to the procurement and issuance of certain permits, authorizations, licenses, easements and other approvals (the Approvals) as may be required from third parties, including applicable government agencies, under applicable laws, statutes and regulations in order to commence and perform the Work.

In the event, and to the extent, any such Approvals are not issued in order to permit commencement or performance of the Work, the Township reserves the right to either:

- a) not award the Contract and cancel the Call for Bid; or
- b) award the Contract in whole or in part, subject to the right of the Township to cancel all or part of the Contract at any time after award in the event any required Approvals cannot be obtained; or
- c) delay the consideration of the award of the Contract until such time as the required Approvals have been obtained.

By submitting a Bid, the Bidder acknowledges the Township's rights under this Section and absolutely waives any right, or cause of action against the Township, by reason of the Township's failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in contract, negligence or otherwise.

**14. EXECUTION OF CONTRACT UPON AWARD**

The Successful Bidder, if any, shall submit the required documents to the Township's Corporate Services Department within ten (10) business days of written notification of award. Should the awarded Bidder either; attempt to withdraw their Bid, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, The following are the required documents:

- a) Agreement\*;
- b) Current Insurance Certificate; and
- c) Current copy of the Workplace Safety and Insurance Board Certificate of Clearance.

The Agreement\* may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail or other electronic delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**15. STATEMENT OF UNDERSTANDING**

Each Bidder shall be deemed to have carefully examined the Call for Bid document prior to submitting its Bid for the Work, and if it should discover any omissions, errors, discrepancies, ambiguities or other anomalies or have any questions or doubts as to the meaning of any portion thereof, it shall, before submitting its Bid, communicate the same in writing to the Township through [procurement@tay.ca](mailto:procurement@tay.ca) . At the Township's sole discretion, some or all of the corrections, questions and answers may be incorporated into an Addendum.

Each Bidder warrants and represents that it has substantial and significant experience in undertaking work of a nature and scope similar to that contemplated herein, and that it possesses the competence, skills, experience and expertise required to successfully carry out the Work and that in preparing its Bid, it has satisfied itself that it has secured all necessary information required by a competent, experienced contractor to prepare a responsible and complete Bid.

Bidders are solely responsible for their own expenses in preparing their Submission. If the Township elects to reject any or all Submissions, the Township will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing their Submission, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

**16. PRICE COMPONENTS**

All prices will be quoted in Canadian Funds.  
Prices must be expressed in accordance with the unit of measure specified in the document.  
Prices documented shall be net prices including transportation and delivery charges fully prepaid by the Bidder to any specified destination within the limits of the Township of Tay , unless a breakdown is requested on the Pricing Schedule.

Taxes

- a) The Township is subject to payment of Provincial and Federal taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services and construction to be purchased or provided during the term of the Contract, the Successful Bidder and the Township mutually agree to allow the appropriate increase or decrease in the prices as of the

date they become effective. The onus is on the Successful Bidder to bring to the Township's attention any such changes.

- b) The Successful Bidder shall allow in their prices for all Sales Taxes that they may be required to pay on materials and equipment to be utilized or expended in their performance of the Work. Except where the Successful Bidder is in the position to claim for Sales Tax Rebate on the materials used.

It is the Successful Bidder's responsibility to obtain up-to-date directives.

Transportation and Delivery Charges

Prices documented shall be net prices including transportation and delivery charges fully prepaid by the Successful Bidder to any specified destination within the corporate limits of the Township, unless a breakdown is requested on the Bid Form.

Firm Prices

Prices tendered are to be in Canadian Funds and are to remain firm for acceptance for a period of ninety business (90) days after the Bid Submission Deadline unless otherwise stated herein.

**17. SCHEDULE OF PRICES**

The Bidder understands and accepts that the quantities shown in the RFQ Document are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required at the discretion of the Township.

**18. PROVISIONAL ITEMS AND QUANTITIES**

Items listed in the Bid Form as "Provisional Items" may or may not be required for completion of the Work called for under the Contract. The Township shall determine the necessity and/or actual quantities of these items as the Work progresses. Should any of these items be required, the Bidder shall be compensated on the basis of the unit prices(s) quoted. In the event that any or all of these items are found not to be required, the Bidder may not claim extra payment for loss of anticipated profits.

**19. ALTERNATIVE DISPUTE RESOLUTION (ADR)**

Bidders may request to participate in an Alternative Dispute Resolution Process (ADR) to understand the bid process that occurred and to assist them in improving future bids to the Township. A written request for a debrief must be received by the Township within ten (10) calendar days of the published award decision. The complete Township's ADR Process can be found on the Township's website at: [www.Tay.ca](http://www.Tay.ca)

**20. FREEDOM OF INFORMATION**

All submissions to the Township become the property of the Township and as such are subject to the "*Municipal Freedom of Information and Protection of Privacy Act.*"

Bidders may identify any part of their Quotation as confidential except for the total Contract price and the Bidder's name. The Township will use its best efforts not to disclose any information so marked but shall not be liable to a Bidder where information is disclosed by virtue of an order of the Information and Privacy Commissioner or otherwise as required by law.

Upon award the Township will publish the Company name, the name of the contact person and phone number unless the Township is notified otherwise in writing in which case the Township will only publish the name and phone number of the Successful Bidder.

**21. ACCESS TO RECORDS**

The Township reserves the right to request, at any time during the duration of the contract, access to all logs and/or records held by the Successful Bidder pertaining to the works detailed herein.

The Successful Bidder shall provide the requested documents to the Township within seven (7) business days of the initial date of request.

It is the responsibility of the Successful Bidder to adhere to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) with respect to protecting any personal information collected on behalf of the Township during the duration of the contract.

## **22. ANTI-LOBBYING**

Any attempt on the part of a Bidder, or its employees, agents, contractors, sub-contractors or representatives, to contact an employee of the Township, Elected Official or Appointed Officer, other than the designated Procurement Department contact person as outlined in this document, to influence the outcome of the purchasing process or subsequent award in any manner, including but not limited to collusion, bribery, gratuity, or fraud, shall result in the disqualification of the Bidder from the bidding process.

At the discretion of the Township, any Bidder who violates the provisions of this clause may be prohibited from submitting a future bid to the Township for up to four (4) years or in some cases, indefinitely.

## **23. BLACKOUT PERIOD**

The Township prohibits communications with respect to this bid opportunity initiated by a Bidder to any Township official, consultant or employee for the period of time from the date of issuance of the Bid on Bidding up to and including the date that the contract has been formally awarded. This is called the "Blackout Period" of a competitive bid process.

Any communication between a Bidder and the Township during the Blackout Period will be initiated by a representative from the Township's Procurement division for reasons as outlined in the Reservation of Rights and Privilege clause in this document. Any communication initiated by a Bidder during the Blackout Period in contradiction to this clause, may be grounds for disqualifying the Bidder from consideration for the Contract Award.

**PART II STANDARD CONDITIONS OF CONTRACT**

**24. PURCHASING PREFERENCE**

No preference will be given to any business for goods and/or services provided to the Township.

**25. PURCHASE ORDER**

The Work shall not commence until all of the required documents have been delivered to the Corporate Services Department and the Contract has been executed by the Successful Bidder and the appropriate Township authorities.

A Purchase Order shall be generated and issued to the Successful Bidder for payment purposes. The Successful Bidder must reference the Purchase Order number on every invoice submitted to the Township.

**26. DAMAGE CLAIMS**

The Contractor shall be responsible for all damages caused by it, its employees, agents, any workers or persons employed by it, or under its control, or arising from the execution of the Work, or by reason of the existence, location, or condition of Work, or of any materials, plant or machinery used thereon or therein, or goods supplied in execution of the Contract, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract.

**27. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES**

The Bidder shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11* and the Regulations, as amended, with regard to provision of the goods and/or services contemplated herein. The Bidder, when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Bidder acknowledges that the Corporation of the Township of Tay , in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

**28. APPLICABLE LAW**

This contract will be construed in accordance with and governed by the laws of Ontario.

**29. LAWS AND REGULATIONS**

The Contractor shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Contract, and all rules and requirements of the Police and Fire departments, or other governmental authorities, and all C.S.A. approvals, if required. The Contractor shall obtain and pay for all necessary permits and licenses, and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements. If the attention of the Contractor is called to any such violation on his/her part, or of any person employed or engaged by the Contractor, he/she shall immediately desist from and/or correct such violation.

**30. NON-WAIVER**

No act or omission by the Township shall be construed by the Contractor as a renunciation or waiver of any rights or recourses for any breach by the Contractor of its obligations set out in this Tender and in the Contract, unless the Township provided the Contractor with an express

waiver in writing. Any Work completed by the Township required by this agreement to be done by the Contractor shall not relieve the Contractor of his/her obligations to do that Work.

**31. NON-ASSIGNMENT**

The Contractor may not assign this Contract in whole or in part or any work performed in accordance with the Contract without the prior written consent of the Township. Such written consent, however, shall not relieve the Contractor of his/her liabilities and obligations under any circumstances and shall be within the sole and unfettered discretion of the Township.

**32. DISPUTES**

Contract disputes between the Successful Bidder and the Township will be handled in accordance with the Township's Alternative Dispute Resolution Process. The complete Township's ADR Process can be found on the Township's website at: [www.Tay.ca](http://www.Tay.ca)

**33. GOVERNING LAW**

This Request for Quotation process shall be governed by and construed in accordance with the laws of the Province of Ontario.

**34. INSPECTION AND TESTING**

The inspection of the Work shall be carried out by the Township or the Township's consultant to determine whether or not it meets the requirements of the Tender. Any material or workmanship that fails in any way to meet the terms of the Quotation is subject to rejection or to be purchased on an adjusted price basis. The decision of the Township shall be final.

All cost associated with the inspection or testing of any service/material that does not meet the Township's specification, shall be charged to the Contractor.

The Contractor shall give 24 hours' notice of any operation that shall require either inspection or measurements by the Township.

**35. EMERGENCY TELEPHONE NUMBER**

If applicable, prior to commencing, the Work, the Contractor shall provide the Township with the name(s) and telephone number(s) of his/her representative(s) who can be contacted on a 24-hour basis in case of an emergency during the term of the Contract.

**36. MEETINGS**

If applicable, the Contractor's representative(s), as requested by the Township, shall attend all meetings required prior to and or during the project at their own expense.

The Contractor's representative(s) attending meetings shall be experienced, skilled and qualified and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

**37. ALTERATIONS AND AMENDMENTS**

The Township shall have the right at any time to order changes in the Work in accordance with the Conditions of Contract. Any such change shall be made pursuant to a Township of Tay's Contract Change Order Form executed by the Contractor and the Township prior to the Contractor undertaking Work pursuant to this Change Order.

Except as stated in the Contract Change Order, the Work shall remain unaltered and the rights and obligations of the Parties shall remain unaltered and in full force and effect. Each Contract Change Order shall set out the change in Work, the cost of such change, including costs to the Contractor and where required and change to the Work schedule. Each Contract Change

Order, unless otherwise specified, shall be deemed to incorporate the terms and conditions of the Contract and shall be deemed to be part thereof.

Any changes in price and/or schedule agreed upon by both the Township and Contractor will be considered to be a fair and equitable adjustment for the Contractor's direct and indirect costs. The modification provides full compensation for the changed work, including both Contract costs and Contract time. The contract price adjustment agreed upon by both the Township and Contractor will be acknowledged as inclusive of full and final compensation for any cumulative impact of the current and all prior changes. The Contractor hereby releases the Township from any and all liability under the Contract for further equitable adjustment attributable to the Modification.

The Township and Contractor shall have the right to change, amend or modify the form or content of a Contract document in regard to matters, which do not affect the nature of Work, by Contract amendment, which shall be executed by the Township and Contractor. Contract documents, except to the extent stated in the Contract amendment, shall remain unaltered and in full force and effect.

### **38. DEFECTIVE OR UNSUITABLE**

Items purchased in this document which are later found to be defective or unsuitable for their intended use shall be returned to the Contractor forthwith, whether the material(s) are on the job site or held in inventory. Such products shall be subject to replacement or 100% refund of purchase price, at the Township's discretion, and shall not be subject to any re-stocking charges.

### **39. REJECTED COMMODITIES**

Upon rejection of commodity(s) the same shall be removed by the Contractor from the premises of the Township within five (5) business days after notification unless public health and safety require immediate destruction or other disposal or such rejected commodities in which case the Township may take such actions, as it deems necessary. Rejected items left longer than five (5) business days shall be considered as abandoned and the Township shall have the right to dispose of them as its own property.

### **40. DELIVERY SCHEDULE**

The Township expects that the Successful Bidder will deliver the vehicle(s) on time as specified in the document/bid submission/contract. If the delivery of any or all of the vehicles is delayed beyond the firm delivery date stipulated in the bid submission and/or contract, the Successful Bidder is required to provide written notice to the Township as soon as the delay becomes known to them but at a minimum no later than 5 business days prior to the stipulated firm proposed delivery date, such notice shall include the new expected delivery date ("Extended Delivery Dates") for the vehicle(s). The Successful Bidder is required to provide the same notification for all subsequent Extended Delivery Dates. In the event that the vehicle(s) cannot be delivered on the stipulated firm proposed delivery date or any subsequent Extended Delivery Date thereof, the Township, at any time and at its sole discretion may opt for one of the following remedies:

- a) That the Bidder loan a vehicle ("Loaner Vehicle") to the Township for use until the Township vehicle is received by the Township. The number of loaner vehicles required will be equal to the number of vehicles which have an Extended Delivery Date and must be of comparable equivalent specifications to those vehicle(s); or
- b) Terminate the purchase order for the vehicle(s) which have an Extended Delivery Date without penalty to the Township.

### **41. F.O.B. POINT, DELIVERY AND FORCE MAJEURE**

The F.O.B. point shall be the destination.

Where materials are specified in the Tender, the Bidder shall not ship materials without approval by the Township. Once the Contract is awarded, the Township shall provide a release schedule to the Contractor, advising when materials are required.

The Township requires delivery of the specified items from the Contractor at the earliest opportunity. Quotation price(s) shall be **F.O.B, freight prepaid**, Tay Township, 450 Park Street Victoria Harbour, Ontario L0K 2A0, (or as indicated herein or on the Purchase Order) and indicate delivery lead time details as provided for on the Schedule of Items & Prices.

The "firm" delivery date will be applicable to the completed items and shall be confirmed with the Contractor at such time an award decision is made by the Township. This date will become the benchmark for application of any Delivery Date Penalties that may apply. Failure to meet the mutually agreed upon **firm** delivery schedule may cause the Township additional expense, the cost of which may be deducted from the Contractor's invoice for the completed order.

If the Contractor is delayed in completion of the work by labour disputes, strikes, lock-outs, fire, or by any cause of any kind whatsoever beyond the Contractor's control, then the time of delivery shall be extended for a period of time equal to the time lost due to such delays, at no cost penalty to the Township.

No such delivery time extension shall be made for delays unless **written notice of the same is given to the Township within seven (7) calendar days** of its commencement, other than in the case of a continuing cause of delay only one claim shall be necessary.

#### **42. TIME IS OF THE ESSENCE**

The Township shall have the right to cancel at any time any contract or any part of any contract resulting from this Tender in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto. **"Time is of the essence"**.

#### **43. PERSONAL PROPERTY SECURITY ACT**

The Contractor warrants that the goods/inventory/equipment being supplied to the Township, are free and clear of all liens, charges, encumbrances, mortgages, hypothecations, copyrights, patents or any third party statutory claims.

#### **44. TOWNSHIP NOT EMPLOYER**

The Contractor agrees that the Township is not to be understood as the employer to any Contractor nor to such Contractor's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Tender document. The Contractor herewith agrees to be the "Constructor" as defined in the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

#### **45. INDEMNIFICATION**

The Contractor shall indemnify and save harmless the Township from and against all claims, actions, losses, costs, damages, or other proceedings by whomsoever made, including substantial indemnity legal costs, which the Township, its employees, officers or agents may suffer as a result of or in any way caused by negligent acts or omissions by the Contractor or any of its officers, directors, employees, or agents, in connection with the Services performed.

#### **46. LIMITATION OF LIABILITY**

The Contractor waives and releases the Township and its officers, employees and agents from and against any and all claims, actions, suits, proceedings or demands, however arising, whether in Contract (including fundamental breach or breach of a fundamental term), tort



(including negligence) or otherwise, for loss of profits, overhead expenses, liabilities, costs, expenses or other losses or damages of any kind, direct or indirect, arising out of or resulting from the acceptance or non-acceptance by the Township or Agency of any Proposal, any delay in the acceptance of a Proposal, or any other matters connected to this Request for Quotation or any subsequent negotiation process.

#### **47. DEFAULT**

The Township reserves the right to restrict any Bidder and/or Successful Bidder that is in breach of its obligations from future eligibility to submit bids to the Township for up to two (2) years.

In the event the Successful Bidder fails to comply with the specifications, scope, terms and conditions of this document properly, fully and promptly, at any time throughout the duration of the Contract, the Township reserves the right to:

- a) order the Successful Bidder, on written notice, to discontinue all work under the Contract;
- b) advertise for new Bids; or,
- c) carry out the Work(s) in any way at its sole discretion that deems to be in the best interest of the Township.

The Successful Bidder further agrees to save and hold harmless the Township, and/or its officers, agents, or servant from all loss, damage, liability, cost, charge or expense whatsoever which it, they or any of them may suffer, incur or be put to be reason of such default or failure.

#### **48. TERMINATION**

In the event that the Contractor fails to comply with any provision of the Contract or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the Township, the Township may give notice in writing to the Contractor of such failure. In the event that the Contractor has not remedied its failure within ten (10) days of the said notice, the Township shall be entitled to exercise any one or more of the following remedies:

- a) the Township may terminate the Contract without further notice and exercise its rights to the performance security provided by the Contractor;
- b) the Township may withhold any payment due to the Contractor hereunder until the Contractor has remedied its failure;
- c) the Township may engage the services of others to remedy the Contractor's failure, and obtain reimbursement therefore from the Contractor. Such reimbursement may be obtained either through deduction from any amount owing to the Contractor or through any other legal means available to the Township;
- d) the Township may assert any other remedy available to it in law or equity; and/or
- e) The Township reserves the right to terminate the contract at any time without cause and without liability upon thirty (30) days written notice.

#### **49. EVALUATION OF PERFORMANCE**

Upon completion of the Contract, the Township may complete an evaluation of the Contractors' performance. The evaluation shall be placed on file and a copy of this evaluation may be given to the Contractor. This information may be made available to persons requesting Township references for the Contractor and also may be reviewed and may form part of the criteria when awarding future bids by the Township. In the event of documented poor performance, non-performance or conflict of interest, the Township may put the Contractor on a no-bid list and will not accept bids from the Contractor for up to two (2) years.

The Contractor hereby authorizes the maintenance and release of this information.

**50. TOWNSHIP OF TAY PROCUREMENT BY-LAW NO. 2014-67**

The terms and requirements of the Township of Tay Procurement By-law 2014-67 constitute an integral part of this RFT and are incorporated by reference into this RFT. It is the responsibility of all Bidders to become familiar and comply with the requirements of the Township of Tay Procurement By-Law, which is available on the Township's website: [www.Tay.ca](http://www.Tay.ca)

**51. WORKING LANGUAGE**

The working language of the Township of Tay is English and all responses to this Tender must be English.

**52. TOWNSHIP OF TAY PAYMENT TERMS & METHODS**

- 52.1 The Township's standard payment terms are NET 30 days from the date of receipt of a proper invoice, as defined in Section 52.3.
- 52.2 All payments will be processed using a Township Purchasing Card or electronic funds transfer (EFT). If any deviation from the accepted method of payment is necessary such deviation shall be mutually agreed upon and confirmed in writing by both the vendor and the Township.

New or existing vendors will be provided with the Township's Electronic Funds Transfer Form at the time of award of the contract.

Remittance advices indicating the invoice number, account number, amount being deposited and the date of deposit are sent via email to the email address provided on Electronic Funds Transfer Form provided by the vendor.

The Contractor must notify the Township's Accounts Payable representative, in writing via email to [SRobillard@tay.ca](mailto:SRobillard@tay.ca), of any changes to company name, address, email, contact, remittance or banking information, etc.

Inquiries regarding payment status shall be directed to [SRobillard@tay.ca](mailto:SRobillard@tay.ca).

- 52.3 For the purposes of this Contract, an invoice will be deemed as a Proper Invoice where it is compliant with all of the following requirements:
  - a) Includes all of the following information as required of a proper invoice as defined in the *Construction Act, R.S.O. 1990, c. C.30*:
    - 1. The contractor's name and address.
    - 2. The date of the proper invoice and the period during which the services or materials were supplied.
    - 3. Information identifying the authority, whether in the contract or otherwise, under which the services or materials were supplied.
    - 4. A description, including quantity where appropriate, of the services or materials that were supplied.
    - 5. The amount payable for the services or materials that were supplied, and the payment terms.
    - 6. The name, title, telephone number and mailing address of the person to whom payment is to be sent.
    - 7. Any other information that may be prescribed.
  - b) Includes the Purchase Order number, where applicable
  - c) Includes the contract title and number
  - d) Includes a current copy of WSIB Certificate of Clearance
  - e) Is submitted to and received by the Township's Accounts Payable representative via email to [SRobillard@tay.ca](mailto:SRobillard@tay.ca), the Township's assigned Project Manager and Contract Administrator (if applicable).

**53. PAYMENT HOLDBACK FOR UNSATISFACTORY PERFORMANCE**

The Township shall not pay the final invoice to the successful Bidder for the work, services, products or materials stated in these documents until the Township is fully satisfied that all terms and conditions in these documents and all work, service performed, products or materials delivered shall be deemed to have been completed, installed or delivered to the complete satisfaction of the Township.

**PART III SPECIAL CONDITIONS OF CONTRACT**

**54. INTRODUCTION**

The Township is calling for the complete quotations from qualified Contractors to supply and deliver Two (2) Plough Trucks as detailed herein.

**55. MANUFACTURER'S SPECIFICATIONS**

Bidders, upon request, must submit the manufacturers' specifications and literature, which fully describe the item(s) being offered, including any optional equipment.

**56. WARRANTY**

The Quotation will include all warranties and guarantees covering materials and workmanship. The Successful Bidder at no additional cost to the Township will carry out any repairs, services or adjustments during the warranty period for this product at The Township of Tay Township Hall 450 Park Street, PO Box 100, Victoria Harbour, Ontario L0K 2A0. If the product needs to be returned to Contractor for warranty work, it will be at the full cost to the Successful Bidder.

**57. PRE-DELIVERY INSPECTION/SET-UP**

The Successful Bidder may be required to perform a pre-delivery inspection and complete set-up/adjustment for the product and respective attachments bid. Any such costs for this requirement are to be included as part of the quoted cost.

**58. TRAINING**

The Successful Bidder will provide training at Tay Township's Municipal Yard: 450 Park Street, Victoria Harbour, ON L0K 2A0 for up to 06 (Six) Township Staff members including both theory and practical components and records of training.

**59. DEMONSTRATION**

Bidders may be required to provide an onsite (**Tay, Ontario**) demonstration of product(s) being offered for consideration.

**60. SCHEDULE OF PRICES**

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all Work which is set out or called for in this Bid, at the unit prices, and/or lump sum prices indicated in the Schedule of Prices. The Bid amount shall include all costs incurred, including but not limited to supply, delivery, labour and material, excluding HST.

**PREVIEW OF CONTRACT FORM OF AGREEMENT**

Please find following a **preview only** of the contract form of Agreement that the successful Proponent will be required to complete and submit as part of the execution of contract upon award process.

**The Proponent acknowledges that the preview below is provided as a courtesy only and that its form and/or contents are subject to change if necessary.**

**PART IV AGREEMENT**

**THIS AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**BETWEEN**

The Corporation of the Township of Tay hereinafter called the "Township",

**AND**

\_\_\_\_\_  
[Company Name of Successful Contractor once awarded]

Herein after called the "Contractor"

**WHEREAS** the Township has awarded to the Contractor the Contract for;

**RFQ# XXX**  
**TITLE OF PROJECT**

According to the terms and conditions herein referred to, the Contractor having put in a Bid therefore, a copy of which is hereto annexed, which bid was accepted by the "Township" on the;

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE** Contractor covenants and agrees with the Township to provide, as more specifically set out in the Bid Documents and provide such goods, proper and sufficient materials, equipment and labour of all kinds whatsoever as may be necessary for Supplying the said goods and services or work, as hereinafter specified and in accordance with the conditions and requirements prepared therefore and attached hereto and which are expressly acknowledged and made part of this Contract.

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail or other electronic delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed on its behalf, on the day above written

**CONTRACTOR**

**THE TOWNSHIP OF TAY**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
XXX  
Mayor

\_\_\_\_\_  
Title:  
(I have the authority to bind the Company)

\_\_\_\_\_  
XXX  
Township Clerk

Seal:

We have authority to bind the Corporation.

\_\_\_\_\_  
Witness Signature (if not under seal)

\_\_\_\_\_  
Title:

**APPENDIX A - SUBMISSION FORM**

**1. Proponent Information**

**Proponents must complete this form and include it with the Bid Submission**

1.	Full Legal Name of Proponent	
2.	Any Other Relevant Name under which Proponent Carries on Business:	
3.	Street Address	
4.	City, Province/State:	
5.	Phone Number:	
6.	Fax Number:	
7.	Website	
8.	HST Account #	
9.	Proponent Contact Name and Title:	
10.	Proponent Contact Phone:	
11.	Proponent Contact Email:	

**2. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addenda**

<b>ADDENDUM #</b>	<b>DATE RECEIVED</b>
# _____	_____
# _____	_____
# _____	_____

**Check here if NO Addendum received.**

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Date

## APPENDIX B – SPECIFICATIONS

Line Item	Specifications	Compliance
1	Vehicle is built in accordance with the Canadian Motor Vehicle Standards Act and all other applicable laws and standards	<input type="radio"/> Yes <input type="radio"/> No
2	Registered under the Motor Vehicle Dealers Act and on the Ontario Motor Vehicle Industry Council (OMVIC) registry at the closing time of this Quote	<input type="radio"/> Yes <input type="radio"/> No
3	Deliver vehicle plated	<input type="radio"/> Yes <input type="radio"/> No
4	Register/license Vehicle	<input type="radio"/> Yes <input type="radio"/> No
5	Provide vehicle over 4500kg with Ministry of Transportation Safety Sticker and paperwork	<input type="radio"/> Yes <input type="radio"/> No

## Vehicle Information

Respondents shall provide the following Vehicle Information

Description	Year	Make	Model
New 2022 Tandem Axle Automatic Dump Spreader Plough Truck			

## Specifications for New 2022 Tandem Axle Automatic Dump Spreader Plough Truck

The vehicle(s) to be provided under this proposal will be composed of suitable individual components that compare to or exceed the specifications stipulated in the Bid Form, under Specifications. The vehicles specifications list only the major details of a unit; therefore, it is the respondent's responsibility to deliver fully equipped vehicles with compatible components to provide dependable, efficient, services. All standard and necessary components are considered included whether or not specifically noted. Where minimums are called for, the vehicle/equipment should meet or exceed the capacity, size, or performance specified. Respondent's shall indicate their conformance to the specification and describe any deviations in the Bidding System, under Specifications.

Alternative components may be considered for approval and should be clarified prior to questions deadline through the Bidding System using the "Submit a Question" link associated with this bid



opportunity; however, the Township at its sole discretion, reserves the right to consider variations from its specification with due regards to their importance.

**The specifications listed in this bid document are derived from manufacturer websites and product information and in no way are meant to be prescriptive as to eliminate other manufacturers or vendors from submitting quotations.**

When evaluating compliance with the specifications, The Township, at its sole discretion, reserves the right to waive minor non-conformance to the specifications provided it does not compromise the intended use of the vehicle.

Respondents may be subject to disqualification if they fail to meet or exceed the required specifications,

<b>Manufacturer:</b>	
<b>Model:</b>	
<b>Trim:</b>	
<b>Model Year:</b>	

Specific	Description	Yes or No	Specify
<b><u>DETAILED SPECIFICATIONS</u></b>			
Aluminum cab or steel (Conventional white with full front tilt hood)			
Service hood hatches on each side are required to check all fluid levels when the hood is unable to be lifted during winter operations. Cowl tray to be included to prevent the build-up of snow			
Tandem drive axles – 51”- spacing			
Diesel Engine			
Wheel base to suit cab/axle			
142’ cab/axle (approximately) to be confirmed by body builder			
60,000 lb Manufacturer’s G.V.W.R min.			
15,000 lb. Chassis weight min			
<b><u>ENGINE</u></b>			
Wet Sleeve			
Shall be a minimum of 500 h.p. 1850/ft/lb torque			
Must have 1350 adapter flange for front P.T.O. provision			

Must be equipped with a C Brake or exhaust engine retarder			
Must be 2010 E.P.A. Compliant			
<b>Note: REQUIRED ENGINE RATINGS MUST BE SET AT TIME OF ENGINE MANUFACTURE. ENGINES WITH LOCALLY ALTERED RATINGS ARE NOT ACCEPTABLE</b>			
<b><u>TRANSMISSION</u></b>			
Standard type Model FRO-14210C Eaton Fuller 10 speed or similar alternative Transmission oil to be 100% synthetic			
<b><u>DRIVESHAFT</u></b>			
Shall be 160 HD 180' wall-tubing min			
<b><u>AXLES</u></b>			
<b><u>Front Axle -</u></b>			
Front axle shall be 20,000 lb. rating minimum			
Springs shall be flat leaf type, 23,000 LBS min.			
Front shock absorbers			
Wheel bearing shall be oil bath type c/w see-through hub covers			
<b><u>Rear Axle-</u></b>			
Rear axle shall be 40,000 lb. rating min.			
Rear axle shall be tandem, dual drive, single speed with driver controlled inter-axle differential lock out and driver controlled traction aid on both axles corresponding with 40,000 lb. min. rating.			
Rear Shock absorbers on both axles			
<b><u>BRAKES</u></b>			
Service brakes – full air brakes			
Positive rear wheel spring loaded parking brake, air reservoir and instrument panel control switch			
Four parking brakes chambers			
Means shall be provided to release the parking brakes from the cab with no pressure remaining in either secondary reservoir			
Low air pressure indicator			
Front brakes shall be 16 ½ x 6" minimum			
Rear brakes shall be 16 ½ x 7" minimum			
Dust shields front and rear			
Non-asbestos front and rear brake lining			
<b><u>REAR END</u></b>			
Make: _____ Model: _____			
5 Year Warranty Included			
Road speed in top gear at maximum full load R. P. M. shall not exceed 65 M. P. H.			
Final Drive Ratio 5.29 to obtain desired road speed			
<b><u>SUSPENSION</u></b>			
Shall be HENDICKSON			
Haul max at 46,000			
Rating with shock absorbers on both axles			
Must be 51" spread			
Front RH aeon rubber helper spring required			
<b><u>WHEELS AND TIRES</u></b>			
Front wheels to be polish alum. disc type or Alternative			
Rear wheels to be polish alum. disc type or Alternative			

Dual rear wheels			
Tire size-			
Front 385/ 65 R 22.5 – 20 Ply			
Rear 11R-22.5 16/ply			
Front tires shall be Michelin XZY-3 on 9.0" wheel rims			
Rear tires shall be Michelin XDE M/S mts with extra grip treads on 8.25" wheel rims			
Rims must have a load capacity and pressure rating equal to or exceeding the ratings of the tire			
<b>FRAME</b>			
Resisting bending moment (section modulus x yield strength) shall be 3,217,200 RBM			
Section modulus shall be 31.0 minimum			
Frame yield strength 120,000 psi. min			
Front frame extensions shall be integral 24 inch			
Manual drain petcocks on all air tanks with pull cable			
<b>EQUIPMENT ACCESSORIES</b>			
Meritor Automatic slack adjusters on all brakes			
Maxi pot to have air brake adjustment gauge			
Power steering			
Minimum 160 amp – 36 S I			
Compressor to be minimum 19CFM			
Two, groups 31, 12 volt, 2775 CCA batteries minimum Batteries to be locate under passenger side seat			
HD Electric starters			
Modulating fan hubs with lightweight blades			
An in-block type heater, 1500-watt minimum			
Heavy duty dry tape air cleaner			
In-dash air restriction indicators			
A heavy duty fuel/water separator with sight glass Make: RACOR Model: 6901			
A spin on coolant filter			
Anti-freeze to -40 degrees F.			
A spin on disposable type oil and fuel filter			
Exhaust and DPF shall be mounted horizontal with no protrusion above frame rails No vertical exhaust stack acceptable			
Air dryer with spin on filter Mentor System Saver 1200			
Min. 90 gal fuel tanks shall not interfere with sander equipment mounting & aluminum tank ( <i>NOT BLACK</i> )			
DEF tank shall not interfere with sander equipment Engine hood shall be forward tilting type with hood hatches (butterfly type only)			
Steering wheel capable of tilting			
Exterior sun visor			
Front grill shall be stationary type			

Must be a National air suspended fully adjustable high back seat for driver			
Driver side seat must have right hand side arm rest if you are sitting in the seat for the operator to use the arm rest while operating joystick			
Premium interior package with upgrade to insulation package			
Both seats shall be fully padded and of heavy duty cloth upholstery construction with foam rubber seat cushions			
Seat belts – 2 lap and 2 should type			
Sun visors- dual			
Floor mats- rubber winter style			
<b><u>DASH</u></b>			
Dash to be wing style			
Windshield wiper- dual electric with heavy duty 2 speed motor, with intermittent feature			
Heated Windshield			
High output, fresh air heater and defroster			
Air conditioner shall be supplied			
AM/FM Radio w/ Bluetooth capability			
Minimum of six (6) – 20 amp switch, ignition relayed			
Rain gutters or drip moulding over each door			
Dual air horns on roof with covers shall be supplied			
Two sets of keys			
Interior dome light			
Two stainless steel outside 6” x 16” west coast type mirrors with built in heaters			
Right hand mirror shall be electrically adjustable from the drivers seat			
Two stainless steel 8” convex mirrors shall be supplied and fender mounted			
Both windows to be power and right hand			
<b><u>EQUIPMENT ACCESSORIES (Cont'd)</u></b>			
Windows should be operated from driver side			
Valance panels or cab skirts must be provided on cab exterior			
Electronic high idle switch shall be supplied			
Gauge type instrumentation shall be provided for: Vehicle speed Engine RPM Oil pressure Coolant temperatures Air pressure Fuel level Charging voltage Transmission temp			
Audio/visual engine overheat and low oil pressure warning device			
Automatic engine shutdown s/w over-ride switch			
All lights to be L.E.D lights			
High & low beam heated L.E.D lights shall be supplied and installed			
Aux plough light switch and harness, factory installed			

Two red rear mounted directional signal light			
Stop lights L.E.D			
Five cab marker lights – L.E.D.			
Four-way flashers- L.E.D.			
Back-up lights- L.E.D.			
Trailer package to include wiring and air brake trailer setup			
Back-up warning alarm			
Solid State circuits and fuses			
<b>CENTRAL LUBRICATION SYSTEM</b>			
Unit to be equipped with Groeneveld automatic central lubrication system for truck, plough and sander equipment			
Body builder Junction Box to be mounted on backwall inside cab			
Unit to be delivered to body builder of choice			

<b><u>EQUIPMENT ACCESSORIES (Cont'd)</u></b>			
Paint & Colours:			
Cab: White/ Dark Blue(Similar to Ex. Township Fleet)			
Frame: Black Interior: Dark			
Wing and Reversible Plough: Yellow			
<b><u>WARRANTY AND MANUALS</u></b>			
Signed manufacturer's factory warranty			
Line sheet shall be provided			
The successful bidder shall supply two (2) Operations Manuals, one (1) Parts manual and one (1) Service Manual specific to truck Vin number and analysis software for the type of unit supplied. These manuals shall be delivered when vehicle is supplied			
Must be supplied:			
<b><u>EXTENDED SERVICE COVERAGE</u></b>			
ENGINE: 5 years OR 200,000 miles-no deductible			
TRANSMISSION: 5 years unlimited mileage			
ALL AXLES: Front and rear 5 years unlimited mileage			
COOLING SYSTEM: 5 Years or 160,000 miles			
STARTER/ALTERNATOR: 5 years or 100,000 miles			
CLIMATE CONTROL SYSTEM: 5 years or 100,000 miles			

<p><b><u>DUMP SPREADER</u></b>                  Inspection ladder on both the exterior and interior of the box (please specify location) Covers for the conveyor system                  Make: _____ Model: _____  <b><u>Dimensions</u></b>                  Overall length: min 180"                  Inside length: min 168"                  Side height: min 40"                  Tailgate height: min 55"                  Water level capacity :</p>			
<p><b><u>CONFIGURATION AND SPREADING PATTERN</u></b>                  The body spreader shall be equipped with a longitudinal conveyor mounted in the left hand side of the body allowing discharge to the front left hand chute and side spinner</p>			
<p><b><u>CONSTRUCTION</u></b>                  - Steel Body construction with a minimum of 15 feet in length (please specify if alternative material will be used for construction)</p>			
<p><b><u>SIDE PANEL HORIZONTAL REINFORCEMENTS</u></b>                  - Rectangular tubing 6" x 4" x 3/16"                  A formed section top capping shall not be acceptable</p>			
<p><b><u>REAR POSTS</u></b>                  - One (1) rear post on each side, with a minimum section of 12" x 5" x 3/16"</p>			

<p><b><u>TAILGATE SHOULD BE REINFORCED BY</u></b>                  - Two (2) vertical posts 5" x 3"                  - Three (3) self-cleaning 7" x 3" 3/16" horizontal reinforcements                  - The tailgate shall be fully welded</p>			
<p><b><u>TAILGATE LATCHING SYSTEM</u></b>                  - Operated by (2) 2 1/2 " x 6" stroke double acting air cylinders                  - Cylinder shall be activated by an in-cab electric switch                  - Cylinder shall be mounted in such a way that the piston rod is in a retracted position when the latching is in locked position to assure a better cylinder rod protection against contamination.                  - Both left and right tailgate latches shall be individually adjustable to compensate for wear.                  - The air tailgate system shall include a pressure Protection valve to ensure air pressure priority for the truck air Brake system. This protection valve shall also protect all other pneumatic devices installed by the supplier.</p>			
<p><b><u>TAILGATE HINGES SPECIFICATION</u></b>                  - Made of steel plate with a minimum thickness of 3/4".                  - Reinforced at pivoting points to achieve a total thickness of 1"</p>			

- Pivot diameter: 1¼” minimum			
<b><u>SIDE BOARD EXTENSION POCKETS</u></b>			
- Body sides shall be provided with side board pockets to allow insertion of 2” thick side boards.			
<b><u>AIR TAILGATE SYSTEM / SAFETY REQUIREMENT</u></b>			
- The air tailgate system shall include a pressure protection valve to insure air pressure priority for the truck air brake system. In the locked position, air pressure shall be applied on the air tailgate cylinder to further assist the over center locking mechanism built-in with the tailgate release system			
<b><u>THE BODY UNDER STRUCTURE CONSIST OF</u></b>			
- Two (2) long members made of ¼” thick , 50,000 psi steel, minimum height: 14”.			
- Four (4) 3” x 3” x 3/16” cross members			
- Rear bumper			
<b><u>TIRES FENDERS</u></b>			
- Steel fenders should be adapted to the body side panels with an opening of minimum 2” to allow easy cleaning of the body side panels and it’s under structure.			
- The rear body hinge construction specs are as follows:			
- Four (4) ¾” thick side plates			
- 2” diameter cast steel upper pivot hinge equipped with grease fittings			
- 6” x 4” x 5/8” supporting iron angle			
<b><u>FRONT MOUNT HYDRAULIC HOIST</u></b>			
- 3 section telescopic type			
- 30 ton capacity for 15 ft bodies			
- Providing a 45° minimum dump angle			
- Each section shall be ground and polished			
<b><u>LONGITUDINAL CONVEYOR</u></b>			
- The body under structure shall be built to include a longitudinal conveyor located at the left side, along the full length of the dump body			

<b><u>CONVEYOR CHAIN</u></b>			
- Extra heavy duty self-cleaning pintle type			
- Model:			
- Pitch:			
- Total breaking strength:			
- Width:			
- Flights: welded locations			
- Dimensions: 3/8” x 1¼”			
The ends shall be bent upwards to allow welding on both sides of the flight			
<b><u>SPROCKETS:</u></b>			
- Seven (7) teeth minimum			
- Provided with shoulders on each side to support the conveyor chain links in order to allow a longer chain and sprocket life			

<p><b><u>CONVEYOR SHAFTS:</u></b></p> <ul style="list-style-type: none"> <li>- Drive shaft: 1 3/4" diameter min., CRS steel.</li> <li>- Driven shaft: 1 3/16" diameter "STRESSPROOF" steel</li> </ul>			
<p><b><u>BEARINGS:</u></b></p> <ul style="list-style-type: none"> <li>- Drive and driven shafts mounted on self-aligning ball bearings equipped with grease fittings</li> </ul>			
<p><b><u>SPEED REDUCER:</u></b></p> <ul style="list-style-type: none"> <li>- 25 @ 1 ratio.</li> <li>- Worm gear type.</li> <li>- SAE adapter to direct mount the hydraulic motor</li> </ul>			
<p><b><u>CONVEYOR FLOOR:</u></b></p> <ul style="list-style-type: none"> <li>- made of Ultra High Strength 1/4" thick steel.</li> <li>- Conveyor provided with a removable wear plate under the chain to prevent contamination of truck components</li> </ul>			
<p><b><u>FLOW GATE:</u></b></p> <ul style="list-style-type: none"> <li>- Flow gate, indicate type and adjustment limitations</li> <li>- The gate shall be provided with scale calibrated in inches and centimeters.</li> <li>- Shall be located at the front</li> </ul>			
<p><b><u>HYDRAULIC HOSES AND FITTINGS:</u></b></p> <ul style="list-style-type: none"> <li>- Shall be of the pressed type or crimp type.</li> <li>- Shall have a minimum burst pressure capacity of 4 times the maximum working pressure of the hydraulic system</li> </ul>			
<p><b><u>ELECTRICAL SYSTEM:</u></b></p> <ul style="list-style-type: none"> <li>- Unit shall be delivered in compliance with FMVSS 108 regulations.</li> <li>- Wiring shall be of the flexible rubber jacketed type with choke seal and threaded fittings.</li> <li>- Fixtures shall be made of Valox and lenses from Lexan.</li> <li>- Unit must be provided with an Electric Brake Controller for the Trailer with an air brake option. 7-way RV wired plug-in for trailer.</li> <li>- Main Electrical Disconnect must be placed under dash which isolates the battery system</li> </ul>			
<p><b><u>SAFETY:</u></b></p> <ul style="list-style-type: none"> <li>- A safety prop shall be installed so it can support an empty body.</li> </ul>			
<p><b><u>SAFETY STICKERS:</u></b></p> <ul style="list-style-type: none"> <li>- Safety stickers for operation and maintenance shall be supplied with the Side dump body spreader unit</li> </ul>			
<p><b><u>FINISH AND PAINT:</u></b></p> <ul style="list-style-type: none"> <li>- Entire body shall be sandblasted.</li> <li>- Primer: Two (2) coats of 2-part epoxy primer.</li> <li>- Final paint coating: Urethane paint, colour Black (to match current fleet)</li> </ul>			



Truck shall be supplied & installed with 3/4" thick pintle hook plate 5" from end of frame rails Plate to be primed & painted black			
30 ton Pintle hook shall be supplied & installed Centre of Pintle Hook to be 25 inch from ground level			
Left & right turn signal, left & right brake signal & license plate light shall be installed on pintle hook plate and wiring supplied to upper turn, stop, brake, & tail lights on sander body			
Truck shall be supplied with the mounting brackets for the proximity Sensors to indicate positions for blade and wing			
Truck shall be supplied with quick release connections for both the Front blade and wing			
<p><b><u>PLOUGH CYLINDERS</u></b></p> <p>All plough cylinders (hitch, wing, plough) shall be manufactured with Chromed cylinders with induction hardened rod</p> <p><b><u>REAR SANDER LIGHTING IN REAR POSTS</u></b></p> <p>4 - 2" x 6" oval holes on each side of rear sander box Starting at the top</p> <p>2 – oval light shall be blue strobing L.E.D. - Star LDHEF-6-B</p> <p>2 – light shall be tail light turn signal – Model – Star 91735</p> <p>2 – light shall be tail light stop light - Model – 91735</p> <p>2 – oval light shall be amber strobing L.E.D</p> <p><b><u>CAB SHIELD MOUNTED:</u></b></p> <p>L.E.D. amber/blue strobing lights – model – Whelan L31HF 360LED</p>			

<p><b>SPREADING CONFIGURATION: LEFT HAND SIDE OF THE UNIT, AHEAD OF THE REAR WHEELS OF THE TRUCK.</b></p> <p><b>CONVEYOR SHAFTS</b></p> <ul style="list-style-type: none"> <li>- Drive shaft: 1-3/16" diameter, "STRESSPROOF" steel.</li> <li>- Driven shaft: 1-3/16" diameter, "STRESSPROOF" steel</li> <li>- (4) sprockets shall be supplied</li> <li>- Mounted on self-aligning ball bearings equipped with grease fittings</li> </ul> <p><b>CHAIN TENSION ADJUSTMENT</b></p> <ul style="list-style-type: none"> <li>- Chain tension adjustment by the means of grease actuated cylinders</li> <li>- with stainless steel piston rods.</li> </ul> <p><b>SPINNER AND CHUTE</b></p> <ul style="list-style-type: none"> <li>- The height adjustable Spinner shall be driven by a fixed displacement hydraulic motor</li> <li>- 17" diameter poly spinner disc</li> <li>- Easily removable chute made of high density polyethylene with steel reinforcements.</li> <li>- Spinner and chute mounted on the left hand side of the unit.</li> <li>- Spinner must be capable of communicating with the Dickey John System</li> </ul>			
<p><b><u>PRODUCT LIABILITY INSURANCE:</u></b> In order to protect the customer from any claims that might result from an accident due to the failure of the equipment, the bidder shall supply with his bid a product liability insurance certificate, showing insurance and expiration date, for a minimum amount of 3 million dollars. In the case of a claim the customer can call upon the equipment bidder/manufacturer to assume responsibility</p>			
<p><b><u>HEAVY DUTY BODY CONSTRUCTION:</u></b> Front panel, side panels, floor, tailgate and conveyor cover plate made of 1/4" thick steel, 180,000 psi.</p>			
<p><b><u>HYDRAULIC TIPPING FLOOR</u></b> Dump body is to be supplied with a hydraulic tipping floor to Angle material towards conveyor A tipping angle indicator is required for operator viewing</p>			



<p><b><u>FRONT POST</u></b></p> <p>The front post intended for the operation of the front wing slide shall be made of a 7 in. 'I' beam at 15.3 lbs/ft.</p> <p>The front post shall be provided with a properly gusseted adapter flange providing a minimum contact area of 120 sq. in. with six 5/8" dia. grade 5 bolts.</p> <p>The front post mounting must assure that under <u>NO</u> operating condition the right hand front tire shall come in contact with the levelling wing. The complete front post structure shall be bolted to the front plough harness for ease of seasonal removal and installation.</p> <p>Front post wing light shall be installed on top of front wing post with switch in cab. Light must be LED.</p>			
<p><b><u>OPERATION OF THE FRONT SLIDE</u></b></p> <p>The front wing slide shall be mounted on a 23" x 6" x 3/4" double bevel base plate. It shall further be provided with a combination of trip over/lock mechanism.</p>			
<p><b><u>TRIP BLOCK</u></b></p> <p>Trip over mechanism shall be torsional spring loaded using a 3/4" minimum wire size and shall assure the return of the wing to its normal working position after it has hit an obstacle. Trip block shall be connected to the front slide by an easy disconnect vertical shaft running across four (4) - 3/4" thick steel lugs.</p> <p><b>N.B.:</b> In no case shall a rubber compression spring be accepted.</p>			
<p>The operation of the front wing slide shall be performed by a 3" double acting hydraulic cylinder nested inside the front post and connected to the front wing slide through a cable and sheave system to:</p> <ul style="list-style-type: none"> <li>- protect the cylinder against shock loads,</li> <li>- eliminate protruding cylinder rod and front slide guide bar when plough is in the carry position,</li> <li>- ease front slide ground height adjustment.</li> </ul> <p><b>N.B.:</b> In no case shall a hydraulic cylinder directly connected to the front wing slide be accepted.</p>			
<p>The pullies that are part of the cable and sheave system shall have a minimum diameter of 6", a minimum hub thickness of 1' and shall run on bronze bushings. The pullies shall be mounted on 1-1/4" minimum diameter sheave pins equipped with grease fittings. All steel cables shall be a min. 1/2" dia.</p>			

<p><b><u>REAR TOWER AND MODULAR FLANGE CONNECTED POST ASSEMBLY</u></b></p> <p>The rear tower and post ass'y shall include the following components:</p> <ul style="list-style-type: none"> <li>A) A modular post intended to support the mounting of the rear wing slide, it's D.A. adjustment cylinder and the two (2) point wing push arm attachment.</li> <li>B) A hydraulic cylinder operated cable and sheave system to adjust the levelling wing height and bring it to the carry position parallel to truck.</li> <li>C) A modular hydraulic oil reservoir and support structure with integral valve cabinet</li> </ul>			
<p><b><u>MODULAR REAR POST STRUCTURE</u></b></p> <p>The structure of the rear post shall consist of an 8" 'I' beam @ 18.4 lbs/foot, reinforced in such a way to produce an 8" x 8" 'H' beam @ 28.6 lbs/foot. The rear post shall be flanged connected to the rear tower structure with eight (8) evenly spaced 5/8" dia. bolts.</p> <p>Maximum height projection when mounted in operating condition on a standard 42" high truck chassis, the rear wing post <u>shall not project more than 64"</u>.</p> <p>The rear wing slide shall be mounted on a 22" x 7" x 3/4" double bevel base plate. The attachment plates shall be made of 1/2" thick steel.</p> <p>In addition, the bottom of the rear post shall be further supported by a trough bolted connection along the oil reservoir structure and a 2-1/2" diameter tubular brace bolted along the truck frame rail.</p>			
<p><b><u>REAR TOWER OPERATION</u></b></p> <p>The hydraulic cylinder required for the height adjustment of the rear wing slide shall be a 2 1/2" dia.; double acting type.</p> <p>The hydraulic cylinder operating the cable and sheave system for raising and lowering the levelling wing shall be a 3" dia., double acting type.</p> <p><b><u>REAR TOWER OPERATION (cont'd)</u></b></p> <p>The pullies that are part of the cable and sheave system shall have a minimum diameter of 6", a minimum hub thickness of 1" and shall run on bronze bushings. The pullies shall be mounted on 1-1/4" minimum diameter sheave pins equipped with grease fittings. All steel cables shall have 1/2" dia.</p>			

<p><b><u>REAR TOWER</u></b>                  The rear tower shall allow sturdy mounting of the rear post to the truck chassis and assure an even load distribution on both truck chassis rails.</p> <p>The right hand rail of the truck chassis shall be reinforced by a 1/4" x 11" x 36" plate.</p> <p>The main rear tower structure assuring the even load distribution between both truck frame rails shall include:</p> <ul style="list-style-type: none"> <li>A) A lower cross beam made of 8" x 3" x 1/4" thick rectangular tubing running over each of the truck frame.</li> <li>B) An upper hydraulic oil reservoir with enclosed valve cabinet, structural part of the assembly and made of a combination of 1/4" and 3/16" HSLA plate.</li> </ul> <p>The rear tower shall be bolted to the left hand truck chassis rail by means of an 8" x 12" support plate.</p> <p>The modular oil reservoir structure shall be flanged connected to allow the seasonal removal of the rear wing post assembly.</p>			
<p><b><u>HYDRAULIC SYSTEM</u></b></p>			
<p><b><u>HYDRAULIC RESERVOIR:</u></b>                  Shall be of a minimum capacity of 40 U.S. gallons, shall be part of the rear tower and made of a combination of 3/16" and 1/4" thick steel so as to further brace the modular rear post mounting through an auxiliary bolted connection located near the top of the reservoir. It shall further be designed to host the plow equipment control valve assembly.</p> <p>The top of the reservoir shall be slanted. The reservoir shall be provided with a rear mount 12" dia. inspection cover, an oil level sight gauge, a breather cap with a filler strainer.</p> <p>All the cylinders of the hydraulic system shall be of the double acting type and provided with S.A.E. straight thread "O" ring connectors.</p>			

<p><b><u>TELESCOPIC PUSH ARMS</u></b></p> <p>The upper push arm shall be adjustable in length: 72-7/8", 82-7/8", 92-7/8" and equipped with a compression spring shock absorbing mechanism.</p> <p><b>N.B.:</b> In no case shall an extension spring mechanism be accepted.</p> <p>The lower push arm shall be adjustable in length: 69", 79", 89" and be equipped with a shear pin.</p> <p>Rear attachment to be pin type instead of bolts.</p>			
<p><b><u>PUSH ARM END COUPLERS</u></b></p> <p>Shall be made of cast steel and designed so that the plowing forces transmitted to the push arms are supported by the bearing shoulders of the male and female adapter and not by the coupling bolt.</p>			
<p><b><u>MULTI-POSITION PUSH ARM ADAPTER</u></b></p> <p>A bolted adapter allowing a minimum of four (4) longitudinal positions shall be supplied with the wing moldboard.</p>			
<p><b><u>ADDITIONAL EQUIPMENT REQUIRED</u></b></p>			

<p><b><u>WING TRAVEL POSITIONER</u></b>                  Intended to improve operator's vision to the right, through the R.H. window. This device allows the wing plow moldboard to be dropped down, through a D.A. hydraulic cylinder; when the wing is in the carry position</p> <p>Hydraulic wing arm line.                  Shall have quick coupler on hydraulic line for removal of wing.</p> <p><b>AUXILIARY WING LIGHT</b>                  4" dia., weather proof, LED type c/w wiring and in cab switch.</p> <p>To be placed at top of wing tower not on fuel tank step.                  Switch in cab</p> <p><b>Wing to be painted same colour as Reversible Front Plough</b></p> <p><b>Wing arms to be black</b></p>			
<p><b><u>FRONT PLOW QUICK HITCH WITH INTEGRATED TILTING FRONT WING POST SYSTEM</u></b></p>			
<p>Make:    Model:</p> <p><b><u>MAJOR COMPENENTS</u></b>                  The quick hitch with integrated tilting front wing post system shall include the following elements:</p> <ul style="list-style-type: none"> <li>A) Cheek plates and push plates adapted to the truck frame</li> <li>B) Stationary female coupler adapter connected to the push plates</li> <li>C) Hinged male adapter framework</li> <li>D) Quick coupler system, male section, including a double acting and lock up hydraulic cylinders</li> <li>E) Inverted "J" coupler self centering device</li> <li>F) Must have a Pneumatic bag suspension, on passenger side ride</li> <li>G) Assistance installed by body builder with automatic adjustment in cab</li> </ul>			
<p><b><u>CHEEK PLATES AND PUSH PLATES</u></b>                  The cheek plates shall be made of 6" x 4" x 5/8" steel angles adapted and bolted to the truck frame rails.</p> <p>The push plates shall be 5/8" thick min. welded and gusseted to the cheek plates. The length of these plates shall be a minimum of 30"</p>			
<p><b><u>STATIONARY FEMALE-MALE CONNECTING ADPATER SUPPORT STR AND MOUNTING TO PUSH PLATES SHALL CONSIST OF:</u></b></p> <p>b) <u>SUPPORT STRUCTURE TO PUSH PLATE</u>                  A stationary front support structure shall be made of 1/2" thick material and be welded to the cheek plates to form an integral assembly and to be used as a female adapter for the tilting section of the front hitch</p>			



<p><u>Alternatively:</u> the front bumper shall be mounted to this structure during the summer months The above stationary front structure shall provide (2) lower pivot points and two (2) upper removable locking pins.</p> <p>This female mounting shall be of the double shear clevis type.</p> <p>Each of the (4) points of this female connecting adapter shall be provided with eight (8) 2 1/2 " dia. X 1/2" wall x 1 1/4 " deep steel bushings. The minimum distance between the lower pivot points and the upper locking pins shall be 18" min</p> <p>c) <b><u>MALE CONNECTED ADAPTER FOR TILTING FRONT POST</u></b> The male connecting adapter shall consist of a hinged frame work made out of two (2) – 5/8" thick vertical stiffeners each complete with (2) adapter couplings points to fit the stationary female 4- point adapter along with; - a 5" x 5" x 7/16" bottom tubular section (lower front post support) A) a 4" x 4" x 1/4" upper tubular section (upper front post support)</p> <p><b><u>MALE CONNECTING ADAPTER POINTS</u></b> The (4) adapter points shall be reinforced by four (4) 2 1/4" O.D. x 3/8" wall thickness steel bushings welded to the 5/8" thick vertical stiffeners of the make connecting adapter</p>			
<p><b><u>LOCKING PIN AND PIVOT POINTS</u></b> The two (2) lower pivot points along with the two (2) upper locking pins shall be at least 1 – 1/2" diameter C1020 cold rolled steel</p>			
<p><b><u>FRONT PLOW QUICK COUPLER SYSTEM (MALE SECTION)</u></b> The vertical components of the quick coupler shall be made of 4" x 3/4" flat bar and shall perform two functions: B) Raise / lower the front plough C) Couple/uncouple the front plough assembly when releasing the lock up cylinder</p>			
<p><b><u>QUICK COUPLE TILTING ADAPTER FRAME</u></b> The tilting adapter frame shall be provided with two rollers of 3-3/4" dia. By 1/2" wall thickness and shall be greaseble so as to eliminate premature wear between the tilting adapter frame (male) seat and the inverted "J" quick couple plough adapter</p> <p>The main hinge pins connecting the upper tilting adapter frame to its station bottom section shall be 1-1/2" dia. Minimum and each shall be lubricated by two (2) grease fittings</p> <p>Quick couplers to be butterfly threaded dripless type</p>			

<p><b><u>INVERTED “J” SHAPED QUICK COUPLER PLOUGH ADAPTER FRAME (FEMALE SECTION)</u></b></p> <p>The female section of the quick coupler plough adapter frame shall be made of two (2) inverted “J” shaped steel plates and shall adapt any plough model designed for a standard drive ear spacing of 30 ½” center to center and shall be mounted to the snow plough drive frame</p> <p>It shall enable the operator to disconnect the snow plough assembly without leaving the truck cab</p> <p>The adapter frame shall be flame cut from 1” steel plate</p> <p>The coupling ears shall be 1” thick minimum</p> <p>It shall be provided with grab links for an easy adjustment of the snow plough lifting chains</p> <p>The female quick coupler plough adapter frame shall be equipped with 1-1/4” dia. coupling pins</p>			
<p><b><u>PROTECTIVE URETHANE BUMPERS:</u></b></p> <p>Protective urethane bumpers shall be mounted on both sides of the female adapter in order to ease the coupling action and prevent damages to either female quick coupler adapter and/or snow plough drive frame.</p>			
<p><b><u>HYDRAULICS</u></b></p> <p>The cylinder and valve ports shall be o’ring type S.A.E. connected to 37 degrees flare J.I.C. adapters.</p> <p>The lift cylinder shall be of the double acting type and meet the following requirements:</p> <ul style="list-style-type: none"> <li>- Minimum effective stroke: 11"</li> <li>- Bore: 4"</li> <li>- Piston rod diameter: 2" minimum</li> </ul> <p>The lock up cylinder shall be of the double acting type:</p> <ul style="list-style-type: none"> <li>- Minimum effective stroke : 6"</li> <li>- Bore : 1 1/2"</li> <li>- Lock up pin diameter: 1 1/2" minimum</li> </ul> <p>Front hitch must be compatible with existing inventory of plough equipment</p>			



<p>The front and rear wing attachment shall be equipped with 1/2" size safety chains, an adjustable grab link to protect against a fall or an accidental triggering of the side wing.</p>			
<p><b>WING LAZER LIGHT</b> Wing plough to be installed to allow "high wing" snow plough capabilities</p>			
<p><b>Reversing Camera and Camera Wash c/w Air Blow-off Specification</b> <b>Part #RDV/CWB-A</b></p> <p>This unit will be equipped with a reversing colour camera system mounted in a secure, safe, functional area on the unit. The monitor will be mounted in an environmentally appropriate area for maximum reversing viewing for the operator.</p> <p>Where available, the equipment's reverse circuit will activate the camera's reverse signal. Where not available the reversing camera system will be installed in such a way that it operates when the ignition is on.</p> <p>The following color camera and accessories shall be supplied or an equivalent:</p> <p>Veilig Reversing Camera kit, model number RDV-0007S, 7"LCD color monitor, 130dgr camera with 18 low-lighting LEDS, 20m video harness and all standard mounting hardware.</p> <p><b>LCD Monitor</b></p> <ul style="list-style-type: none"> <li>➤ 7" pure color ultra thin LCD screen</li> <li>➤ Three camera inputs / Video input signal: 1Vp p/75-ohm</li> <li>➤ Angle of view: Left and right: 55degrees, Down: 35degrees, Top: 15 degrees</li> <li>➤ Audio output: 0.3W / Earphone jack</li> <li>➤ Power supply: 10-32VDC / power: ≤10W</li> <li>➤ Maximum resolution: 1440(H) x 234(V)</li> <li>➤ Brightness: 300cd/sqm / Contrast: 150:1 / Dot Pitch: 0.107 (H) x 0.372 (V)</li> <li>➤ LCD mode: TFT active matrix</li> <li>➤ Working temperature: -20/~+60 centigrade</li> <li>➤ Sunvisor and automatic panel LED activation at night</li> <li>➤ Distance grid indicator</li> </ul> <p><b>CAMERA Model RDC-002</b></p> <ul style="list-style-type: none"> <li>➤ High definition / low power consumption / 130dgr wide angle</li> <li>➤ IR (infrared) 18x LEDS</li> <li>➤ Audio and video output signal</li> <li>➤ 4 pin socket water resistant grade IP67 of IEC529 connections</li> <li>➤ Voltage input 8V – 24VDC</li> <li>➤ Video output 1V (p-p) composite / 75ohm</li> <li>➤ Power 1W</li> <li>➤ Electronic shutter</li> </ul>			

- Shockproof 8G
- Working temperature: -25/ ~+50 centigrade / Humidity max 95%

For further clarification, contact DiCAN Inc. Have available the make and model of all the equipment being supplied.

Camera units will be equipped with a manually operated camera lens washing system complete with a manually operated air blow-off system. The wash nozzle is secured to the right side of the camera mounting bracket by means of a stainless steel U-bracket.

The air blow-off nozzle is attached to the same washer nozzle mounting bracket through a mounting hole in the center. The air blow-off nozzle will include a stainless steel adjustable deflector plate to accurately direct the air stream onto the face of the camera lens for maximum drying efficiency. The air connection on the nozzle will be the standard 1/4" air tube with a quick release fitting.

The air blow switch and the camera wash switch will be mounted in the dash in a strategic position for easy operator function. Both switches will be clearly marked with laminated labels indicating their function. The wash switch c/w electric camera wash harness will be a 2 position (off - "momentary on") 12VDC rocker switch with a lighted camera wash symbol and the air switch will be a "maintained" 2-way air toggle switch.

The washer reservoir c/w "high-pressure pump" will be a 4 liter washer fluid capacity c/w reservoir support brackets and will be mounted outside the cab in an area that is practical for re-filling by the operator. The reservoir will be clearly labeled as "camera wash fluid only". All wash tubing and 1/4" air tubing will be loomed and secured to the cab, chassis and frame as required.

All electrical power requirements will be made in the "Ignition-On" state and electrical devices will be protected by a "one-time" fuse rated for 10Amps at 12VDC.

Note: Where required, a stainless steel camera housing complete with dual function wash spray/air blow-off nozzle and 2-axis adjustable mounting will be supplied. This is not included in price provided.



<p><b><u>Moldboard (cont'd)</u></b></p> <ul style="list-style-type: none"> <li>- Cutting edge shall be Valley Blade KT448-8</li> <li>- It shall not be less than 1/2" thick x 8" wide.</li> <li>- Cutting edge shall be bolted with 5/8" x 2 1/2" gr. 5 bolts and lock nuts.</li> <li>- Two cast iron replaceable moldboard wear shoes with a Brinell hardness of 180 to 220 min. shall be provided.</li> <li>- Each moldboard shoe shall have a contact area of at least 35 square inches.</li> </ul> <p><b><u>Moldboard protection mechanism</u></b></p> <ul style="list-style-type: none"> <li>- The plough shall be protected during the ploughing operation by a blade tripping mechanism.</li> <li>- The blade tripping mechanism shall consists of:</li> <li>- Cutting edge bolted to a 5" x 3-1/2" x 1/2" min. tripping blade support angle working in conjunction with a 6" x 4" x 5/8" trip spring support angle running the full length of the moldboard.</li> <li>- The design of the trip edge mechanism shall incorporate a minimum of six (6) compression springs having the following characteristics:             <ul style="list-style-type: none"> <li>- 5/8" wire diameter</li> <li>- 4-1/2" outside diameter</li> <li>- 10-1/2" length</li> </ul> </li> <li>- The recoil force of each spring device shall be individually adjustable using a threaded rods and bolts system to compensate for wear and cope with various ploughing conditions.</li> <li>- Such adjustment is mandatory and must be performed using regular tools.</li> <li>- Adjusting trip system requiring special tools provided by the plough manufacturer is not acceptable.</li> </ul> <p><b><u>Moldboard attack angle adjustment</u></b></p> <ul style="list-style-type: none"> <li>- Two (2) attack angle blocking arms shall serve the purpose of allowing adjustment of the moldboard attack angle.</li> <li>- Attack angle blocking arms shall be made with:             <ul style="list-style-type: none"> <li>- Two (2) 2" x 22" x 1/2" flat bars</li> <li>- One (1) 2-1/2" x 21" x 3/4"</li> </ul> </li> <li>- Each blocking arm assembly shall be connected to the moldboard on 3/4" thick steel bracket reinforced by a 3/16" thick steel plate welded to the 3" x 3" x 1/4" iron angle</li> <li>- These brackets shall allow the following adjustments: 70°, 75° and 80°.</li> </ul> <p><b><u>Drive frame</u></b></p> <ul style="list-style-type: none"> <li>- The drive frame assembly shall consist of an "A" frame &amp; a semi-circle</li> </ul>			
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<p><u>“A” Frame</u></p> <ul style="list-style-type: none"> <li>- The “A” frame shall be made with 4” x 2-½” x ½” steel ship channel at 13.8 lbs/ft.</li> <li>- The channels and oscillator plate shall be reinforced by a 5/8” thick x 22” long steel plate.</li> <li>- A 1” x 6” x 31-½” steel oscillator bar support shall be provided.</li> <li>- The hydraulic cylinder pins shall be 1-1/4” min. diameter.</li> <li>- The “A” frame pin shall attach the “A” frame to the semi-circle and serve as a pivoting point for the angling action.</li> </ul>			
<p><u>“A” Frame (cont’d)</u></p> <ul style="list-style-type: none"> <li>- The “A” frame pin shall be machined from a 2” dia. solid shaft and be equipped with a grease fitting threaded in the head.</li> <li>- A welded cap on this pin will not be accepted.</li> <li>- The “A” frame pin pivoting point bearing surface shall be 15/16” thick.</li> </ul> <p><u>Semi-circle</u></p> <ul style="list-style-type: none"> <li>- Shall be made of 4” x 3” x ½” steel angle @ 11.1lbs/ft. welded and gusseted to a 4” x 4” x ½” @ 21.63lbs/ft. structural tubing connected to the moldboard with a minimum of eight (8) connecting points made of ½” thick steel plates.</li> <li>- The 4” x 3” x ½” steel angle shall be further reinforced with Two (2) - 6” x 4” x 5/8” steel angles.</li> <li>- Each of the four (4) moldboard connecting pins shall be 1-¼” diameter.</li> <li>- Two (2) - 3/8” thick plates shall be welded to the 4” x 4” x ½” structural tubing to allow an easy retrofit of skid shoes or caster wheel assemblies.</li> <li>- An adjustable parking stand shall be provided.</li> </ul> <p><u>Oscillator</u></p> <ul style="list-style-type: none"> <li>- The drive frame shall be built to allow the moldboard to oscillate plus or minus 10 degrees on each side of its drive points to follow the road contour.</li> <li>- The oscillating device construction shall consist of a stationary section fully welded to the drive frame and coupled to the oscillator plate with a 1-¼” grade 5 pivoting bolt complete with a lock nut.</li> <li>- Both the stationary and oscillator plate shall be made of 1” thick steel.</li> <li>- The oscillator plate shall be equipped with two (2) drive lugs welded and braced to it.</li> <li>- These drive lugs shall be made of 1” thick steel and drilled to adapt 1-¼” coupling pins.</li> <li>- Drive lugs shall be mounted at 30-½” centres.</li> <li>- The drive frame shall be set for a pinning height of 19” plus or minus ½” above ground level.</li> </ul>			



<p><u>Plough Angling cylinders</u></p> <ul style="list-style-type: none"> <li>- The plough can be reversed using two (2) double acting hydraulic cylinders:</li> <li>- Cylinder specifications:             <ul style="list-style-type: none"> <li>- 9" stroke</li> <li>- 3" inside diameter</li> <li>- 1-½" diameter piston rod</li> <li>- Piston rod to be nitrated and corrosion resistant</li> <li>- Cylinder ports shall be two (2) - 90° port adapters SAE 'O' ring 08</li> <li>- Rod end of cylinders connected to the 4" x 4" x ½" structural tubing to be bushing mounted with grease fittings.</li> <li>- Cylinder base connected to the A-frame to be 1" thick plate mounted</li> </ul> </li> <li>- A cushion valve set to relieve at 2000 psi shall be installed on the plough semi-circle to provide protection to the hydraulic components and plough.</li> <li>- Cushion valve to be mounted with quick disconnects for power angling applications.</li> <li>- Reversing angle shall be allowed up to 37° left and right.</li> <li>-</li> </ul> <p><u>Lifting device</u></p> <ul style="list-style-type: none"> <li>- The plough shall be provided with two (2) - ½" exact chain strands.</li> <li>- These chains are to be provided with shackles.</li> <li>- The two (2) chains shall be mounted on four (4) connecting points structural tube that allow the correct attachment of the chains to the plough hitch.</li> </ul> <p><u>Optional equipment</u></p> <ul style="list-style-type: none"> <li>1- High glide ceramic coating</li> <li>2- Rubber snow deflector 12" wide, ½" thick reinforced rubber deflector bolted to top of moldboard.</li> <li>3-Quantity Two (2) Flexstake markers mounted on each end of the moldboard and easily replaceable.</li> </ul>			
<p><b><u>Hydraulic System and Electronic Spreader Controller</u></b>  <b><u>Dickey John Control Point - No Exceptions</u></b></p> <p><b>Hydraulic oil reservoir and in- line return oil filter:</b>          Capacity: 37 U.S. gallons min.          Suction of pump with 100 mesh filler strainer.          Sight level and temperature gauge.          Parker in line return filter with 25 microns a 60 GPM capacity equipped with a bypass relief valve sets at 15 psi.          Hi-Pressure Parker filter between pump outlet and valve inlet with condition indicator, model 30P</p>			

<p><b>Low oil level alarm:</b> Electric alarm with in-cab warning light</p>			
<p><b>Gate valves:</b> Two ( 2) shall be installed One (1) in the suction line, 2 inch and One (1) in the return line, 1 1/4" between the hydraulic reservoir and the filter, so as to allow the replacement of the cartridge with a minimum oil spillage.</p>			
<p><b>Inspection cover:</b> Large and easily accessible cover to ease the reservoir cleaning.</p> <p>Joystick Mode – Hoist, Plough Lift, Plough Angle, Wing plough system, wing stow</p> <p>LL Multi Axis Joystick</p> <p>The Joystick will communicate via a 2-wire CANbus. Proportional current control for:</p> <ul style="list-style-type: none"> <li>- Plough Lift</li> <li>- Plough Angle</li> <li>- Hoist with trigger for dual function operational safety</li> <li>- Optional Wing for proportional control via additional safety interlock features</li> </ul>			
<p><b>Wiring Harness:</b> Wiring harness to be designed in sections for ease of installation and service. In-cab section for master module to operator console, joystick and J1939. Cab to valve enclosure section for master module to valve drivers. Valve enclosure section for valve drivers to valve coils. Required cable sections for valve drivers to various sensors and switches. Deutsch connectors will be provided on the following harness legs.</p> <ul style="list-style-type: none"> <li>- System Pressure Transducer            - J1939 Chassis Communication</li> <li>- Low Oil Shut Down                        - Ground Speed if required</li> <li>- Filter Pressure Differential            - Body Proximity Switch</li> <li>- Granular Sensor                            - Gate Sensor</li> <li>- Liquid Sensor</li> <li>- Liquid Level</li> </ul> <p>Pump to be Parker Piston P1-075 or equivalent</p> <p>Valves to be Parker post-compensated valve for all functions, including plough functions, in a valve enclosure.</p> <p>Programming and training for hydraulic system to be included in tender price.</p>			

<p><b><u>Pump –PTO mounted</u></b></p> <ul style="list-style-type: none"> <li>- 75 Cubic Centimeters per revolution</li> <li>- 4600 psi Continuous, 5200 psi</li> <li>- Dual setting pistons for stable control</li> <li>- Pump designed for High RPM Mobile Applications &amp; Compact</li> <li>- Sculpted Profile for Tight Applications             <ul style="list-style-type: none"> <li>- Direct DIN PTO Mount</li> <li>- Integral-Adjustable Spool Style Pressure Compensator Assembly to control</li> <li>- Load sense control integrated on pump</li> <li>- Two Piece Cast Iron Housing for Low Noise Ratings (80 dB) &amp; Ease of Service</li> <li>- DIN mounting pilot with DIN shaft</li> <li>- 3 Year Manufactures Warranty when pump is protected by same Manufacture</li> <li>- Hydraulic Filter</li> </ul> </li> </ul> <p><b><u>PTO - Chelsea</u></b>  <b>Part number for 4000 series Allison – 278SDFJP-B3XY</b></p> <ul style="list-style-type: none"> <li>- DIN Flange for pump mounting</li> <li>- Hot shift capable via 12V electric over hydraulic shift option</li> <li>- SuperTorque™ Gears</li> <li>- Ratio to accommodate transmission series and pump output</li> </ul>			
<p><b><u>Hydraulic Load Sense Valve Assembly</u></b>  <b>VPL</b></p> <p>The intention of this specification is to describe a Hydraulic Load Sense Valve with Independent/Simultaneous Operation. The following will detail those specifications.</p> <p>The valve design will be Pre Compensated</p> <ul style="list-style-type: none"> <li>- Maximum pressure to 4000 psi and Tank pressures to 300 psi</li> <li>- Maximum flows to 45 gpm             <ul style="list-style-type: none"> <li>• All functions can be controlled via Proportional Solenoids with PWM at 75 Hertz or 12Vdc on/off</li> </ul> </li> <li>- Integral Relief Valve set 300 psi higher than pump compensator.</li> <li>- Integral Load Sense Relief set 300 psi lower than pump compensator.</li> <li>- Hoist Port Relief set as follows:             <ul style="list-style-type: none"> <li>• Cap End at 2000 psi</li> <li>• Rod End at 500 psi</li> </ul> </li> </ul>			
<p><b><u>Options:</u></b>          Extra Winter attachments – See Attached Specifications</p>			



APPENDIX C - PRICING SCHEDULE

Description	Quantity	Unit Cost	Total Cost
		\$	\$
		\$	\$
HST			\$
<b>TOTAL</b>			\$

**\*\* Price must include any applicable fees or surcharges. i.e. Environmental, Tire, Air Conditioning, Licensing etc.\*\***

Extended Warranty 1	Duration in Years	Kilometres (K/M)	Cost (\$)
Bumper to Bumper			\$
Drivetrain			
Extended Warranty 2	Duration in Years	Kilometres (K/M)	Cost (\$)
Bumper to Bumper			\$
Drivetrain			

**Notes:** Do not include any Extended Warranties in the price Quoted.

Licensing shall be done by the dealer.

The truck shall be delivered to the Township of Tay Municipal Office at 450 Park Street, PO Box 100 Victoria Harbour, Ontario L0K 2A0

Please Specify a Delivery Date for the Vehicle Quoted: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX D - DECLARTIONS**

In submitting a bid submission or prequalification (hereinafter "bid") to The Corporation of the Township of Tay , in response to the Call for Bid (hereinafter "call") made by The Corporation of the Township of Tay , the Company ("Bidder") has read, understands and agrees to be bound by the following Declarations:

1. THAT the person submitting this bid is authorized by the Bidder to acknowledge the Declarations and Addendums, and to submit the accompanying bid, on behalf of the Bidder;
2. THAT if applicable, each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Proponent;
3. THAT the Bidder has carefully examined the locality and site of the proposed Works, as well as the Call for Bid document and if any, the appendices and addendum/addenda, relating thereto, prepared, submitted and rendered available by the Township, by and on behalf of the Municipality and hereby acknowledges the same to be part and parcel of any Contract to be awarded for the Work therein described or defined;
4. THAT the Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail or other electronic delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof;
5. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud and have read, understand and acknowledge the contents of the Certificate of Independent Bid Determination;
6. THAT no member of the Council, and no officer or employee of the Township, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Contract, or in the supplies, Work or business in connection with the said Contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from;
7. THAT all the matters stated in the said Bid are in all respects true, accurate and complete;
8. THAT the Bidder does Bid and offer to enter into a Contract to supply and deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance and award of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein;
9. THAT additions or alterations to or deductions from the said Contract, if any, shall be made in accordance with the prices stated in the Price Schedule in strict conformity with the requirements of the Bid and in the unit measurements stated and if applicable, all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added;
10. THAT this Bid is irrevocable and open to acceptance until the formal Contract is executed by the awarded Bidder for the said Work or Ninety (90) Business days from the Submission Deadline, and prices for as long as stated elsewhere in the document, whichever event first occurs and that

the Township may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not;

11. THAT if the Bidder withdraws this Bid before the formal Contract is executed by the awarded Bidder for the said Work or Ninety (90) Business days from the Submission Deadline, whichever event first occurs, the amount of the Bid deposit (if applicable) accompanying this Bid shall be forfeited to the Township;

12. THAT the awarding of this Bid, by the Township is based on this submission, which shall be an acceptance of this Bid;

13. THAT if the Bid is accepted, the Bidder agrees to furnish all documentation, security and certifications as required by the Call for Bid Document and to execute the agreement within Ten (10) Business days after notification of award. If the Bidder fails to do so, the Township may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best and the Bidder also agrees to pay to the Township the difference between this Bid and any greater sum which the Township may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Bids, and shall indemnify and save harmless the Township and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on the Bidder's part. Township may also choose to blacklist the Bidder from bidding for up to two (2) years for solicitation opportunities from the Township;

14. THAT the Bidder agrees to save the Township, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee;

15. THAT the Bidder agrees to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Call for Bid document;

16. THAT the Bidder acknowledges that it shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. The Bidder has a written Occupational Health and Safety policy which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations;

17. THAT the Bidder hereby accepts and agrees that the Addendum/Addenda referred to in this Call for Bid document form part and parcel of the said Contract. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued by the Township of Tay on Bidding;

18. THAT the Bidder acknowledges that if requested in the Call for Bid document, the Bidder will honour the delivery date that they supply in their Bid; and

19. THAT the Bidder acknowledges that it is required to comply with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11 including but not limited to the Accessibility for Customer Service and the Integrated Accessibility Standard Regulation. The Bidder confirms that its employees, agents, volunteers and representatives who are required to receive training under the Act have completed the required training. The Bidder will provide to The Corporation of the Township of Tay any further documentation that confirms this training upon its request. The Bidder will indemnify the Corporation of The Township of Tay ("Township") from and against any costs, expenses, fines, penalties, damages or losses that may arise or may be incurred as a result of its failure to comply with these requirements.

The Bidder declares that it has read, understands and will meet all enacted accessibility standards as amended from time to time.

The Bidder further declares that if applicable, it will undertake to ensure any sub-contractors hired by for the completion of Work contracted for the Township will also comply with the above requirements.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest?

**Yes** (provide detail): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**No**

I/WE agree to be bound by the above declarations and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The undersigned affirms that he/she is duly authorized to execute this Proposal.

Proponent Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Seal:

Witness Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(If Corporate Seal is not available, documentation shall be witnessed)

Dated at The \_\_\_\_\_  
(City/The Township)

This \_\_\_\_\_ Day of \_\_\_\_\_, 2021