

**CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS  
TENDER FOR ONE (1) 4 x 4 – 1.5 ton Crew Cab Truck  
FORM OF TENDER  
TENDER NO. 23-07**

Tenders must be completed on this form for the vehicles listed below and returned in a sealed envelope, clearly marked: Attention: CAO, Municipality of Mississippi Mills, 3131 Old Perth Road, PO Box 400, Almonte, ON K0A 1A0, Tender No. 23-07 “4 X 4 1.5 ton Crew Cab truck” and dated.

ITEM	DESCRIPTION		TOTAL PRICE
1	Supply One (1) 2022-2023 4 x 4 Crew Cab trucks as per attached specifications		\$
		<b>Sub-Total</b>	\$
		<b>13%HST</b>	\$
		<b>TOTAL</b>	\$

Consideration will not be given to the Tender if received later than 12:00 p.m. local time on Wednesday, March 8, 2023.

The Corporation of the Municipality of Mississippi Mills reserves the right to accept or reject any or all tenders or accept all or any part thereof.

I/We the undersigned agree to supply one 4 x 4 truck complete in working condition in accordance with the attached tender specifications:

TRUCK MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

YEAR: \_\_\_\_\_

The specified 4 x 4 truck will be delivered to the Almonte Fire Hall, 478 Almonte Street, Almonte ON by

\_\_\_\_\_ (please indicate delivery date).

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**DECLARATION BY TENDERER**

The Tenderer has carefully examined the Tender Document and understands and accepts the conditions set out therein.

The Tenderer acknowledges that Addendum/Addenda No. \_\_\_\_ inclusive has/have been received and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

The Tenderer declares that no person, partnership, or corporation other than the Tenderer has any interest in this tender or in the proposed contract for which this tender is made.

The Tenderer further declares that this tender is made without any connection, comparison of figures or arrangement with or knowledge of any other person, partnership or corporation making a tender for the same work and is in all respects made without collusion or fraud.

The Tenderer by the Tender offers to furnish all labour, equipment, and material for the performance of the Work for the Unit prices set forth in the Tender, all in accordance with the Tender Documents.

This offer shall be irrevocable for a period of forty-five days following the date the Tender Closing.

DATED AT: \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

## SPECIFICATIONS AND CONFIRMATION FOR TRUCK AND TRADE IN

### 1. GENERAL:

The specifications detailed below relate to one (1) 4 x 4, 2022-2023 Crew Cab truck.

Vehicle must be supplied with suitable components to comply with the following specification in all aspects.

ITEM #	SPECIFICATIONS
<b>1.1</b>	<b>Certifications</b>
	<p>The Vehicle supplied shall meet or exceed the requirements of the following standards and requirements:</p> <p>Ministry of Ontario standards as set out in the “Highway Traffic Act and Regulations”;</p> <p>The latest applicable S.A.E. (Society of Automotive Engineers) standards and regulations</p> <p>The specified vehicles must comply with all requirements of the Canada Motor Vehicle Safety Act and its regulations</p>
<b>1.2</b>	<b>Contact Information for Service Facility</b>
	<p>The service facility identified and supplied must be within 125kms radius from 478 Almonte St., Almonte ON, unless otherwise agreed to by the Corporation of Mississippi Mills.</p> <p>If the bidder’s service facility is located more than 125kms from 478 Almonte St., Almonte ON, then the bidder will indicate a local Prime Service Provider for warranty repairs within a 125 km radius.</p> <p>Please provide the Company Name, address, contact number, service contact and warranty contact.</p> <p>For the purpose of warranty repairs, the facilities or portions thereof, as identified, shall be dedicated to the service and maintenance of the type of Vehicles being offered.</p> <p>The bidder or bidder’s subcontractor must be able to perform all OEM warranty repairs and/or service work to the vehicles at its service facilities.</p>
<b>1.3</b>	<b>Preventative Maintenance Program</b>
	The bidder shall provide full details of the Preventative Maintenance

	Program specific to the units being offered. This shall include service intervals of all components, part numbers on regular maintenance items including belts, filters, oil/fluid types and including capacities of engine, transmission, axle, etc.
<b>1.4</b>	<b>Warranty</b>
	<p>Minimum two (2) years/unlimited hours on complete unit including accessories, structural elements, and components.</p> <p>The entire vehicle frame shall have a three (3) years parts and labour warranty against defects and workmanship.</p> <p>Manufacturer's warranty literature should be included with the bid submission.</p> <p>Where applicable, if the manufacturer provides a longer warranty period or a warranty that is more extensive in its nature, then the provisions of such manufacturer's warranty shall apply.</p>
<b>1.5</b>	<b>Overview</b>
	<p>Bidder shall supply one (1) new truck in a complete cab/chassis form outfitted as per the specifications herein</p> <p>Applicable Commercial vehicle inspection sticker and certificates shall be provided and made out in full to the Corporation of Mississippi Mills. The validation date shall be within thirty (30) days of delivery of units.</p>
<b>1.6</b>	<b>Chassis</b>
1.6.1	Shall have a minimum Gross Vehicle Weight Rating (G.V.W.R.) of 19,500 lbs.
1.6.2	Payload rating shall be a minimum of 10,000 lbs.
1.6.3	Chassis shall be a crew cab configuration, capable of seating five (5) passengers.
1.6.4	Wheelbase shall be of sufficient length to allow for the proper weight distribution of the maximum requested payload (see item 1.6.2) on the front and rear axles.
1.6.5	<p>Shall be diesel or gas powered. Bidder shall specify which powertrain and details.</p> <p>Bidder shall provide number of cylinders, displacement, HP, Model, emission tier</p>
1.6.6	<p>Shall have an OEM heavy duty towing package.</p> <p>Shall have an OEM trailer brake controller.</p>

1.6.7	A heavy duty electronically controlled minimum six (6) speed, automatic transmission shall be installed.  Bidder shall provide the model and number of speeds.
1.6.8	Tires and rims shall meet or exceed all load requirements and axle specifications.
1.6.9	Vehicle shall be four-wheel drive.  Bidder shall specify if front hubs are manual locking or automatic.
1.6.10	Vehicle shall be equipped with a limited slip rear differential.
1.6.11	Vehicle shall come with a Heavy Service Suspension Package with front and rear stabilizer suspension bars installed.
<b>1.7</b>	<b>Vehicle Interior and Construction</b>
1.7.1	OEM standard and optional equipment shall include, but not limited to the following:  Limited slip differential OEM standard tinted windows Tinted safety glass on all side and rear windows Dual interior sun visors Front driver and passenger air bags Interior reading lights AM/FM/Bluetooth radio Auxiliary 12-volt outlet OEM auxiliary engine cooler OEM auxiliary transmission cooler OEM air conditioning OEM rubber flooring in the front and rear interior Power windows and door locks
1.7.2	Power steering system shall be installed
1.7.3	Cab shall be painted by the chassis manufacturer, OEM White or Black or Red. Other colour options as agreed and approved by the municipality.
1.7.4	Shall be configured with two (2) front bucket seats covered in a leather or vinyl type material with head restraints.
1.7.5	Rear seat shall be vinyl or leather type material covered bench seat with head restraints.
1.7.6	The largest single configuration OEM fuel tank shall be installed.

1.7.7	Shall be provisions made to install a front license plate.
1.7.8	Each vehicle shall be supplied with four (4) sets of keys for the ignition, doors and any compartments. A minimum of 2 remotes per vehicle shall be supplied.
1.7.9	Any and all OEM skid plates available to protect the engine and/or transmission and/or transfer case and/or fuel tank shall be installed. Bidder shall specify which skid plates will be included.
1.7.10	Vehicle shall be fitted with an OEM upfitter interface module or equivalent as specified by bidder to facilitate future emergency lighting, radios, and other electrical upfittings.

## GENERAL CONDITIONS AND INFORMATION FOR TENDERERS

### 1. PROJECT DESCRIPTION

For the supply and delivery of one (1) 2022-2023 4 x 4, Crew Cab truck.

### 2. DEFINITION OF TERMS

Wherever the word "Corporation" is used, it shall be deemed to mean "The Corporation of the Municipality of Mississippi Mills".

Wherever the words "Bidder" or "Tenderer" are used, it shall be deemed to mean those individuals, firms or companies submitted price bids on specified material or services required and tendered by the "Corporation of the Municipality of Mississippi Mills".

"Tender Document" includes the Form of Tender, General Conditions of Contract, Information for Tenderers, any other documents listed in the Tender and any addenda thereto issued by the Corporation.

### 3. GENERAL

Kindly read the tender document carefully because under no circumstances will any change be permitted in the tender once it is submitted. Should more information be needed, please contact Deputy Fire Chief Justin Hemsley, 613-256-2064 ext. 702

### 4. BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements shall be disqualified:

- i.) Tender must be legible in ink by hand, by typewriter or by printer.
- ii.) Tender must be in possession of the municipality by the closing date and time.
- iii.) Tender must be on form provided.
- iv.) Tender must be signed and sealed by an authorized official of the bidding organization.  
A joint tender must be signed and sealed by each company.
- v.) All items must be bid.
- vi.) Tender must not be restricted or modified in any way.

### 5. EVALUATION OF TENDERS

The Tenders will be evaluated based on the proposed equipment and the tendered price. Such points as the availability of local parts and service will be considered where appropriate. Lowest tender need not be accepted.

### 6. REFERENCE

A bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in this tender.

7. BID ACCEPTANCE

Unless otherwise specified in these tender documents, tenderers agree that this tender constitutes a irrevocable offer to provide the goods and/or services described herein for a period of forty-five (45) calendar days from the closing date for the receipt of tenders. Acceptance by the Corporation is effective upon approval by its awarding authority without communication or notice to the Tenderer, although such notice will, of course, be given as expeditiously as possible.

8. DISCOUNT

A discount may be offered by the Bidder for prompt payment of invoices, but such discount may not be taken into consideration in determining low bidder, unless, such discount is passed onto payment of invoice of not less than thirty (30) days after satisfactory delivery of goods and services, or receipt of satisfactory invoice, whichever is later.

9. TAX

Except as otherwise provided the price(s) bid shall include all duty, customs clearance and all other charges now or hereafter imposed or in force. Harmonized Sales Tax, where applicable, shall be included in the price(s) quoted on this tender at the rate in effect at time of bidding. Should changes occur in the Harmonized Sales Tax during the term of this contract a new price schedule is to be submitted at once, reflecting any additions, costs or credits resulting from the change. All prices must be quoted F.O.B. the delivery point in the Mississippi Mills area set out in the purchase order.

10. PURCHASE ORDERS

Purchase Orders upon the Corporation's regular form will be issued by the Treasurer for all materials or services required and no payment will be made unless the Contractor has received and can produce such order.

11. CONTRACT

Each proposal will be received with the understanding that the acceptance in writing by the Corporation of the offer to furnish all or any part of the commodities or services described therein, and the subsequent issue of an official purchase order shall constitute a contract between the Bidder and the Corporation. This purchase order will bind the Bidder on his part to furnish and deliver the commodities or services at the prices given and in accordance with the conditions as stipulated in the tender documents.

No alterations or variations of the terms of the contract shall be valid or binding upon the Corporation unless authorized in writing.

It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to



execute such contract, to any other person, firm, company or corporation without the previous written consent of the Corporation.

12. COMMENCEMENT OF WORK

The work shall not commence until a Purchase Order is issued.

13. TIME OF COMPLETION

Please indicate date of delivery \_\_\_\_\_ If the unit is not received on or before the date indicated above, the Corporation reserves the right to cancel the purchase order issued for this purchase.

14. DELIVERY

The Tenderer, if awarded this contract, agrees to furnish materials or services as directed after receipt of official Purchase Order from time to time. At least four hours notice of delivery is to be given in the case of heavy material for which unloading assistance is required.

15. INVOICES

All accounts for monies due on the contract shall be delivered at the office of the accounts payable section of the Municipality issuing the Purchase Order at the address shown on each order. Invoice shall be prepared after the truck is delivered.

16. WORKMEN'S RIGHTS

The Contractor will abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Department of Labour or other appropriate legislations of the Province of Ontario or the Government of Canada.

17. NON-FULFILLMENT

If the Contractor fails, neglects, or refuses at any time to supply any materials or services embraced within this tender, then the Treasurer shall be and is hereby empowered to forthwith procure such material or services elsewhere and to charge all costs thereby incurred to the Contractor is liquidated damages and to deduct the same from any monies due, or to become due to the Contractor on this or any other contract.

18. INFERIOR MATERIAL

Should the Contractor at any time offer for acceptance any material which is of inferior quality in the opinion of the Treasurer and the Department Head concerned, or any person appointed by them, such material shall not be accepted, but shall be at once be removed by the Contractor at his/her own expense. Should the Contractor refuse to remove any material so condemned, the Treasurer may take action to remove such material and the Contractor shall be in non-fulfillment of the Contract as per paragraph 17.

19. CONTRACTOR'S LIABILITY

In the event that the tender is accepted within the time stated in paragraph 7, and the Tenderer fails to enter into any required agreement implementing the terms of the tender, or in the event of any purported withdrawal of the tender within the time limit set out in paragraph 7, the damages sustained by the Corporation shall be assessed as the difference between the amount of the tender and the estimated cost to the Corporation of obtaining the material or services elsewhere.

20. FRAUD OR BRIBERY

Should the Contractor or any of his agents give or offer any gratuity to or attempt to bribe any member of the awarding body, officer, or servant of the Corporation, or to commit fraud against the Corporation, the Corporation shall be at liberty to cancel the contract forthwith or to direct the Treasurer to take the whole or any part of the Contract out of the hand of the Contractor.

21. DEFAULT

In the event of default or failure on the part of the Contractor to complete the Contract to the satisfaction of the Department Head concerned and the Treasurer, the Corporation shall be at liberty to accept the next lowest, or any tender, or call for new tenders holding the Contractor and any surety provided liable for any increase in cost to the Corporation.

22. SAVING CLAUSE

It is understood and agreed that the Contractor shall not be held liable for any losses resulting in the fulfillment of the terms of contract should a delay be caused by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent. Should the performance of any contract be delayed or prevented as herein set forth, the Contractor agrees to give immediate notice and explanation of the cause and probable duration of any such delay.

23. LIQUIDATED DAMAGES

Liquidated damages shall be paid by the contractor if the work called for in the Tender is not completed within the time set out in the Tender, or by an amended date allowed by an approved extension of time. The Contractor agrees to pay the Municipality liquidated damages at a sum of 10% of the total tender price per calendar day, for each day's delay in finishing the work.