



The Corporation of the County of Prince Edward

**2018-EDW-04
Two New 4x6 Tandem Trucks with Winter Implements**

USE BLUE OR BLACK INK TO COMPLETE

Name of Firm

Address

Postal Code

Telephone Number

Fax Number

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person

Company Web site

CLOSING DATE FEBRUARY 1ST, 2018 AT 2:00 P.M.

TABLE OF CONTENTS

		<u>Page No.</u>
	Definitions and Interpretations	3-4
Part "A"	Instructions to BIDDERS	5-8
Part "B"	Standard Terms and Conditions	9-15
Part "C"	Terms of Reference – Specifications	16-32
Part "D"	<u>Form of Tender</u>	
	Agreement to Contract and Schedule of Prices	33-34
	References	35
	Notice of No Bid	36
	Questions for Clarifications	37
	Submission Label	38

All bidders must register with the Purchasing Clerk by fax 613-476-7622 or e-mail pwhite@pecounty.on.ca or they will be rejected.

1. Definitions

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

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

2. Interpretation the following rules of interpretation apply

- a) The term 'best value' means the most cost efficient and effective manner of supplying the EQUIPMENT or SERVICES in the sole and unfettered opinion of the MUNICIPALITY.
- b) Where any mention is made to the masculine gender in any part of this TENDER or the CONTRACT, it shall be interpreted as, and deemed to mean, the masculine or feminine gender. Words in the singular can be interpreted in the plural, and vice versa, as the context allows.
- c) Each reference to Provincial legislation in this TENDER, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- d) The words "shall", "will", and "must" used in this TENDER denote imperative.
- e) The word "may" used in this TENDER denotes permissive.
- f) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

PART A - INSTRUCTIONS TO BIDDERS

1) CONTRACT/ INTENT

The intent of this TENDER is to secure a qualified SUPPLIER to undertake the supply and delivery of the vehicle(s) contained within this document for The Corporation of the County of Prince Edward Engineering Development and Works Department in accordance with the terms, conditions, and terms of reference contained within this TENDER document. The MUNICIPALITY may or may not enter into a CONTRACT as a result of the issuance of this TENDER.

2) TENDER DELIVERY & OPENING

- a) TENDERS made on the forms provided must be submitted in a sealed package, clearly marked **and** must be submitted to the following address to the attention of the following individual **prior to 2:00:00 p.m. Local Time, February 1st, 2018** (the “deadline for submission”). TENDERS must be time-stamped at the above location to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

Clerk's Department
THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
332 Main Street, 2nd Floor
Picton, ON K0K 2T0

- b) **BIDDERS shall submit one document marked “original” and one (1) additional copy.**
- c) Any TENDERS received after the deadline for submission will be considered as non-compliant and will be returned unopened. In the event that the TENDER is too large for an envelope, the TENDER shall be **sealed** in a carton clearly marked with the CONTRACT number and description.
- d) The use of the mail or courier services for delivery of a TENDER will be at the risk of the BIDDER. The TENDER must come into the possession of the above-mentioned representative of the MUNICIPALITY before the deadline for submission or the TENDER will be returned to the BIDDER unopened.

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

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

- e) **Note: Since TENDERS must be submitted in a sealed envelope, submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.**
- f) The onus unequivocally remains with the BIDDER to ensure that TENDERS are delivered to the Clerk's Department, 2nd Floor, by the deadline for submission, in accordance with the submission instructions. Misdirected TENDERS received after the deadline for submission will not be accepted and will be returned unopened. Requests for adjustments to submitted TENDERS by telephone, fax or electronically will not be considered.
- g) The MUNICIPALITY shall not be liable for any cost of preparation or presentation of TENDERS, and all TENDERS and accompanying documents submitted by the BIDDER become the property of the MUNICIPALITY and will not be returned. There will be no payment to BIDDERS for work related to

and materials supplied in the preparation, presentation and evaluation of any TENDER, nor for the CONTRACT negotiations whether they are successful or unsuccessful.

- h) TENDERS will be opened at a public Tender opening meeting 15 minutes following the deadline for submission in the Committee Room, The Corporation of the County of Prince Edward, 332 Main Street, 2nd Floor, Picton, ON and BIDDERS are invited to attend. The names of the BIDDERS and the amount of each bid will be read out at the opening.
- i) The MUNICIPALITY, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any BIDDER, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any TENDER, or by reason of any delay in the acceptance of any TENDER.

3) TENDER SUBMISSION

- a) Submission of a TENDER will constitute acceptance of all provisions contained in this TENDER on the part of all BIDDERS.
- b) When submitting a TENDER, BIDDERS must ensure that all areas of this TENDER that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Prices. Failure to do so may result in the incomplete TENDER being rejected.
- c) If a TENDER does not conform in every detail with the Terms of Reference – Specifications attached to this TENDER as Part C, the BIDDER is required to explain the deviation in the TENDER.
- d) All TENDERS must be made upon the Form of Tender/Agreement to Contract attached to this TENDER as Part D.
- e) The TENDER must bear an original signature of an authorized signing officer of the BIDDER or the TENDER may be rejected. If a joint TENDER is submitted it must be signed by signing officers of each of the joint BIDDERS.
- f) TENDERS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. TENDERS must be legible, written in ink, or by typewriter. TENDERS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.
- g) None of the conditions contained on the Bidder's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.
- h) Any erasures or corrections to a TENDER must be initialled or noted by the BIDDER or the TENDER may be deemed as IMPROPER and may not be considered.
- i) If after reading the TENDER, your organization does not wish to submit a TENDER, **do not forward the material to another organization. Discard the material and return a completed "Notice of No Tender" and/or return all materials immediately to the MUNICIPALITY.**
- j) Failure to submit a TENDER or to return the "Notice of No Bid" on invitation will result in the removal of the BIDDER'S name from the Municipality's BIDDERS' LIST.

4) INQUIRY

- a) All inquiries regarding this TENDER shall be directed, in writing, to the attention of Patti White Purchasing Clerk, via fax at. (613)476-7622, or by email to pwhite@pecounty.on.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the BIDDER'S convenience.
- b) Any inquiries will be responded to in writing. Any clarification shall not alter the TENDER. Oral arrangements or discussions cannot be relied upon.

Should a Bidder have any questions or need further clarification, he/she should contact the County representative named in this document. Questions will only be received until 4:00 p.m. on January 25th, 2018, to enable the County to prepare an addendum (if any). Questions received after January 25th, 2018 may not be acknowledged nor answered.

- c) If during the period prior to submission of TENDERS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the TENDER requires formal amendment or clarification, written addenda to this TENDER will be produced and distributed to all known BIDDERS. In that case, the TENDERS shall identify the addenda and indicate how they respond to them.
- d) BIDDERS attempting to contact MUNICIPALITY staff or elected officials other than the contact indicated in this TENDER in subsection a) above, for whatever reason, during the TENDER or evaluation process are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-Tender meeting of all BIDDERS and MUNICIPALITY staff will be arranged at a location of the MUNICIPALITY'S choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- e) No officer, agent or employee of the MUNICIPALITY is authorized to verbally alter any portion of this TENDER. During the period prior to submission of TENDERS, any clarification will be issued in the form of written addenda. The BIDDER shall list and attach any addenda that were considered when the TENDER was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the TENDER being deemed as IMPROPER.
- f) Although The Corporation of the County of Prince Edward Public Works Department will make every reasonable effort to ensure a BIDDER receives all addenda issued, it is the BIDDER'S ultimate responsibility to ensure all addenda have been received.

5) TENDER CONTENT

TENDERS will be deemed complete if they include:

- a) A completed and executed Form of Tender - Agreement to Contract and Schedule of Prices, attached to this TENDER as Part D.
- b) Reference list, attached to this TENDER as Part D. BIDDERS must provide three appropriate references, listing completed projects of a similar size and nature, including contact names and telephone numbers.
- c) Part C – Terms of Reference/Specifications, all items requesting Bidders to Specify detailed information this TENDER.

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

6) TENDER EVALUATION

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

TENDERS will be evaluated based on the information supplied in accordance with Part C – “Terms of Reference/Specifications”, and will be scored in accordance with:

- a) TENDER quality: including organization, clarity, completeness, content and presentation;
- b) BIDDERS experience with similar supply contracts.
- c) Responses shall include information requested in Part C.
- d) Total cost.

7) ACCEPTANCE OF TERMS

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

The Corporation of the County of Prince Edward has the right to accept a Tender and waive what it considers to be minor deviances from the mandatory requirements and acceptable format.

PART B – STANDARD TERMS AND CONDITIONS

1) INTENT

The intent of this TENDER is to secure a SUPPLIER(s) in order to supply **TWO NEW 4 x 6 TANDEM TRUCKS WITH WINTER IMPLEMENTS.**

- a) The intent of the CONTRACT is that the SUPPLIER shall supply the above vehicle complete and suitable for the MUNICIPALITY'S intended use.

2) ACCEPTANCE

- a) As soon as practicable after opening the TENDERS, the MUNICIPALITY will endeavour to act upon them. The acceptance of a TENDER will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a TENDER. Acceptance of a TENDER by the MUNICIPALITY shall bind the SUPPLIER to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
 - i) The PURCHASE ORDER CONTRACT;
 - ii) the TENDER;
 - iii) and the SUPPLIER'S TENDER.
- c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the MUNICIPALITIES Purchase Order Contract and a term in the chosen TENDER, the term in the Purchase Order Contract prevail to the extent of the discrepancy.
- d) The MUNICIPALITY may accept a TENDER in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all TENDERS. There shall be no requirement of this TENDER, implied or otherwise, that the TENDER representing the lowest TOTAL ACQUISITION COST will be selected or preferred.
- e) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the TENDER, and to award CONTRACTS to one or more BIDDERS; to accept or reject any TENDER in whole or in part; to waive irregularities and omissions in the MUNICIPALITIES sole and unfettered discretion, if in so doing, the best interests of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.
- f) Should the MUNICIPALITY receive only one (1) TENDER on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition.
- g) All TENDERS shall be irrevocable for one hundred and twenty (120) days following the deadline for submission to allow sufficient time for evaluation of the TENDERS and for the investigation of the BIDDERS.
- h) Upon acceptance of a TENDER, (or any part of it), by the MUNICIPALITY, the successful BIDDER shall, if requested by the MUNICIPALITY so to do, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the Purchase Order Contract resulting from the acceptance of a TENDER (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful BIDDER, the MUNICIPALITY reserves the right to

enter into negotiations and finalize a CONTRACT with an alternative BIDDER or revise and reissue this TENDER or cancel this TENDER. If the MUNICIPALITY exercises such right, the successful BIDDER has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.

- i) Any notice that the MUNICIPALITY may be required or desire to give to the BIDDER shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail or courier and addressed to the BIDDER at the address shown for the BIDDER on its TENDER. It shall be presumed to have been received by the BIDDER on the third day following the registration or the day following registration with the courier.
- j) No TENDER shall be accepted from any person or BIDDER who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this TENDER.
- k) The Owner reserves the right to reject all Tenders or to select a Tender other than the Tender having the lowest price. In making a decision as to which Tenders to accept, the County reserves the right to consider, some or all of the following factors:
 - (1) the general reputation of the SUPPLIER;
 - (2) any prior experience the County has had with the SUPPLIER;
 - (3) the financial status and strength of the SUPPLIER;
 - (4) the previous experience of the SUPPLIER in this area;
 - (5) any previous experience between the SUPPLIER and other municipalities;
 - (6) the proposed schedule of the SUPPLIER;
 - (7) the Owner's determination of the ability of the SUPPLIER to deliver the work to quality and standards required and within the time frames and in the quantities;
 - (8) any other factors that the Owner believes reasonably impact on the contract and the ability to complete the contract to the full satisfaction of the Owner.
- l) The Owner reserves the right to consider each of the factors, and to assign different weights to each of the factors based on the information received by it from each and every SUPPLIER, from its own staff, and from outside sources, as these factors may impact on the benefit the Owner receives from this contract.

3) PURCHASING BY-LAW

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

<http://www.pecounty.on.ca/purchasing.html>

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

3) BIDDER ELIGIBILITY

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

- i. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
 - ii. adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT;
- b) The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any BIDDER prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any BIDDER OR TENDER based on the information obtained.
- c) This TENDER is made by the BIDDER without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a TENDER for the same supply, and is in all respects fair and without collusion or fraud.

5) ASSIGNMENT

- a) The SUPPLIER shall not assign the CONTRACT (or any portion of it) without the prior written consent of the MUNICIPALITY.
- b) It is understood and agreed that the BIDDER will be an independent SUPPLIER and that all goods will be supplied by the employees or agents of the SUPPLIER. Sub-contracting agreements made by the SUPPLIER will not release the SUPPLIER from any obligation to the MUNICIPALITY with respect to the performance of the Purchase Order Contract. Joint or consortium TENDERS must have one prime SUPPLIER who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the SUPPLIER'S partners, sub-contractors or suppliers in the event the prime SUPPLIER defaults on its responsibilities. The prime SUPPLIER must communicate such to its partners, sub-contractors and suppliers. The prime SUPPLIER must also provide the MUNICIPALITY with a written statement outlining function components that the sub-contractor(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all sub-contractors.

6) INDEMNIFICATION

- a) The SUPPLIER agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the SUPPLIER also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the SUPPLIER'S failure to exercise reasonable care, skill or diligence in their performance or rendering of any EQUIPMENT or SERVICES to be performed or rendered by the SUPPLIER, pursuant to the CONTRACT.
- b) The SUPPLIER shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the EQUIPMENT (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

7) ERRORS AND OMISSIONS OF THE SUPPLIER

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

8) QUANTITIES

- a) Unless otherwise specified in this TENDER, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY.
- b) Unless otherwise stated, payment will be by the unit complete at the TENDER price on the actual quantities deemed acceptable by the MUNICIPALITY.

9) TERMS OF PAYMENT

- a) Unless alternate payment terms are specified in the Terms of Reference attached to this TENDER as Part C, the MUNICIPALITY will accept billing for 100 percent of the actual value of each element of the EQUIPMENT provided.
- b) Payments made by the MUNICIPALITY, including final payment, shall not relieve the SUPPLIER from its obligations or liabilities under the CONTRACT.
- c) Acceptance by the SUPPLIER of the final payment shall constitute a waiver of claims by the SUPPLIER against the MUNICIPALITY, except those previously made in writing in accordance with the CONTRACT and still unsettled.
- d) The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the SUPPLIER any amount sufficient to remedy any defect or deficiency in the EQUIPMENT, pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the SUPPLIER resulting from a previous CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

10) UNPAID ACCOUNTS

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

11) CHANGES IN THE EQUIPMENT OR SERVICES

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

12) NON-PERFORMANCE

- a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion, non-performance of the CONTRACT, including the level of quality of EQUIPMENT or SERVICES provided and further reserves the right to cancel any or all of the CONTRACT if the SUPPLIER fails to correct deficiencies upon thirty (30) days written notice. The MUNICIPALITY'S evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- b) In the event that the SUPPLIER fails or neglects to comply with any condition set out in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

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

13) PRICING (TERM OF AGREEMENT)

- a) Prices proposed must include all incidental costs and the BIDDER must be satisfied as to the full requirements of the TENDER. No claims for extra work or EQUIPMENT, PARTS or SERVICES will be entertained and any additional EQUIPMENT or SERVICES must be authorized in writing prior to commencement. Should the BIDDER require more information or clarification on any point, it must be obtained prior to the submission of the TENDER.
- b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any EQUIPMENT or SERVICES, prior to delivery or completion of the EQUIPMENT or SERVICES, the appropriate increase or decrease in the price of the EQUIPMENT or SERVICES, shall be made to compensate for the change as of the effective date.
- c) The SUPPLIER shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.
- d) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the EQUIPMENT or SERVICES save and except the Harmonized Sales Tax which are extra where applicable. All applicable HST is to be included in the total price and detailed where requested.
- e) The unit price prevails in cases of discrepancies between unit prices and extensions. The MUNICIPALITY will make all necessary corrections to any TENDER that is in error through addition or extension; the corrected value prevailing, and all BIDDERS shall be bound by such corrections.

14) UNIT PRICES

Bid prices shall be F.O.B. Picton delivered. Unit prices shall be firm and shall include all federal excise tax, duty, freight and shall be subject to Harmonized Sales Tax where applicable. Applicable taxes shall be shown separately in the spaces provided on the Tender form.

15) DISCLOSURE

- a) Submissions of TENDERS as a result of this TENDER are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.
- b) Release of information contained in the TENDER may be requested by anyone under the *MFIPPA* unless they contain either a trade secret or information that if disclosed would result in harm to the BIDDER. This would include scientific, technical, financial or labour relations information.
- c) All requests for information must be made in writing and submitted to the MUNICIPALITY'S Clerk.
- d) To prevent the release of information the BIDDER must state that the TENDER is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

16) WITHDRAWAL OR QUALIFYING OF TENDERS

- a) If, after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that TENDER, the BIDDER shall sign the addenda and deliver it to the CLERK'S DEPARTMENT. The addenda shall be in a sealed envelope, which clearly identifies the contents of it.
- b) The envelope shall include the following information: BIDDER'S name (or company name under which the original TENDER was submitted), the appropriate competition document reference and the addenda number.
- c) If after submission of a TENDER, a BIDDER receives an addenda issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the BIDDER, the BIDDER shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- d) A BIDDER who has already submitted a TENDER may submit a further TENDER at any time up to the deadline for submission. The last TENDER received shall supersede and invalidate all TENDERS previously submitted by that BIDDER for this TENDER.
- e) A BIDDER who has submitted a TENDER may request that its TENDER be withdrawn. (Adjustments or corrections to a TENDER submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITY'S CLERK'S DEPARTMENT by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITY'S Purchasing By-law.

17) CONTRACT CANCELLATION

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the EQUIPMENT or SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the SUPPLIER shall negotiate a settlement.
- b) The MUNICIPALITY shall not be liable to the SUPPLIER for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the SUPPLIER fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

18) LAWS AND REGULATIONS

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

19) DEFAULT BY SUPPLIER

- a) If the SUPPLIER: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the SUPPLIER makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice, terminate the CONTRACT.
- b) If the SUPPLIER: fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the EQUIPMENT or SERVICES; or fails to prosecute the EQUIPMENT or SERVICES with skill and diligence; or purports to assign or sublet the CONTRACT

or a portion of it without the MUNICIPALITIES written consent; or refuses to correct defective EQUIPMENT or SERVICES; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the CONTRACT; then, in any such case, the MUNICIPALITY may, upon expiration of ten days from the date of written notice to the SUPPLIER, terminate the CONTRACT.

- c) Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- d) If the MUNICIPALITY terminates the CONTRACT, it is entitled to:
 - i) withhold any further payment to the SUPPLIER until the completion of the EQUIPMENT or SERVICES and the expiry of all obligations under the CONTRACT; and
 - ii) recover from the SUPPLIER any loss, damage and expense incurred by the MUNICIPALITY by reason of the SUPPLIER'S default (which may be deducted from any monies due or becoming due to the SUPPLIER).

20) DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this TENDER, has any interest in this TENDER or in the CONTRACT.
- b) I/We further declare that this TENDER is made without any connection, knowledge, comparison of figures or arrangement with any other SUPPLIER, firm or person making a similar TENDER and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the CONTRACT or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the TENDER are in all respects true.
- e) I/We further declare that I/We have examined all the terms of reference relating to this TENDER, and I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the TENDER, and to accept in full payment for it the sums calculated in accordance with the actual quantities and unit prices attached to this TENDER.
- f) I/We agree that this TENDER is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this TENDER of a notice of award, which shall constitute formation of the CONTRACT, until budget approval June 30, 2013. The MUNICIPALITY may at any time within that period, and without notice, accept this TENDER whether any other TENDER had been previously accepted or not.

21) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

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

PART C – TERMS OF REFERENCE -SPECIFICATIONS AND CONFIRMATION

The Corporation of the County of Prince Edward is seeking the purchase of a two (2) new 4 X 6 wheel drive sander / plow / dump trucks.

The complete unit in working order will be delivered to 115 Lake Street Picton Ontario by November 1, 2018.

Any specifics or equivalent replacements are to be listed.

No wiring is to be cut or spliced without written approval from the OEM or the Corporation of the County of Prince Edward.

No frame or structure is to be cut, welded or drilled without written approval of the OEM and the Corporation of the County of Prince Edward.

All wiring to be spliced must be soldered & covered with shrink tube.

Wiring must be neatly secured. Wiring that has the potential to rub must be covered with lume.

After-market electrical circuits will have their own source from batteries and their own cab mounted fuse panel. Inline fuses and quick connects will not be accepted.

All aftermarket installation, service, & operators' manuals as well as warranty certificates must be forwarded to the Corporation of the County of Prince Edward Public Works Department upon delivery.

Complete copy of the parts, service, shop, operators' manuals and CD's (including complete wiring diagrams), will be forwarded to the Corporation of the County of Prince Edward Public Works Department upon delivery. Manuals and CD's will not be included in the tender pricing, but sent as a separate invoice.

Transmission diagnostic software shall be supplied upon delivery. Software will not be included in the tender pricing, but sent as a separate invoice.

Warranty certificates, including the vehicle line ticket must be forwarded to the Corporation of the County of Prince Edward Public Works Department upon delivery.

A complete list of all oils & filters must be forward to the Corporation of the County of Prince Edward Public Works Department upon delivery.

Bidder shall provide written confirmation from authorized distributor as to body compatibility to purposed chassis.

Dealer will license the vehicles (Registered Gross Weight shall be 40,000kg) until Oct 31st 2018. Licencing will not be included in the tender pricing, but sent as a separate invoice.

Units will be delivered as a complete working unit, MTO certified to 115 Lake Street Picton Ontario no later than November 1st, 2018. It will be the successful bidder's responsibility to repair, replace or modify any deficiencies that do not meet this tenders specifications upon delivery. Costing and logistics required to address short comings will be the responsibility of the successful bidder.

Liquidated damages of \$100.00 per day will be assessed for each calendar day between the specified delivery date and the actual date of delivery of the vehicle. No Exceptions.

A purchase order will be delivered to the successful bidder by March 15, 2018.

Warranty & in service date will start the day the unit is delivered, to 115 Lake Street Picton Ontario.

The successful bidder shall provide operator training on the day of delivery. Training shall cover all operations of the unit.

The specifications list only the major details of a unit; therefore, it is the suppliers' responsibility to deliver a fully equipped vehicle with compatible components to provide dependable efficient service.

The vehicle and equipment supplied must comply with MTO, Canada Motor Vehicle Safety Standards, the Highway Traffic Act, and the Society of Automotive Engineers.

Vehicle fully assembled and ready for use shall comply with current Ontario Reg. Vehicle Weights and Dimensions, SPIF for straight trucks.

Vendor shall provide weight distribution drawings for equipment being supplied.

Complete unit and all attachments shall be covered by a minimum one year "bumper to bumper" warranty.

List any specifics:

Make: _____

Model: _____

Year: _____

Engine

Road speed shall be governed to allow a maximum road speed of 105 km an hour Yes___ No___

Magnetic drain plug Yes___ No___

Engine shall be Cummins diesel. Minimum 8.9 litre displacement Yes___ No___

Specify: _____

Horse Power shall be a minimum 345 horse power Yes___ No___

Specify: _____

Torque shall be minimum 1000ft-lbs Yes___ No___

Specify: _____

Block heater Yes___ No___

Engine cold start (Pre-heater / glow plugs): Yes___ No___

Engine will be equipped with low coolant, high coolant temp, & low oil pressure alarms Yes___ No___

Engine to have long life coolant

Specify: _____

Service intervals: _____

Engine will shut down after 10 minutes of idling Yes___ No___

Single exhaust Yes___ No___

Diesel particulate regeneration inhibit switch Yes___ No___

Engine equipped to run a front mounted PTO Yes ___ No ___

Shall be equipped with a high idle switch (1000 rpm or body builders recommendation) Yes ___ No ___
Engine Warranty – Two year minimum Yes ___ No ___

Transmission

Magnetic drain plug Yes ___ No ___

Transmission shall be Allison Automatic Transmission matched to Chassis, Engine, Differential and Body Builders specification and/or recommendations. An Allison “SCANN” shall be provided with the completed bid.

Model: _____

Warranty: _____

Oil change interval: _____

Drive shaft shall contain non-serviceable u-joints (no grease fittings) Yes ___ No ___

Transmission warranty – Three year minimum Yes ___ No ___

Axles

Front axle shall be a set forward approx. 10000kg

Specify: _____

Model: _____

Dual power steering boxes Yes ___ No ___

Rear axles shall be approx. 18000kg

Specify: _____

Rear drive model: _____

Front drive model (equipped with lube pump): _____

Drive axles must be equipped with driver controlled axle & differential lock (Rockwell full locking rear ends)

Specify: _____

Differential gear ratio (preferred 5.5)

Specify (Ratio): _____

Model: _____

Warranty: _____

Differentials shall be lubed with synthetic oil

Specify: _____

Oil change interval: _____

Wheel hubs shall be steel Yes ___ No ___

Differentials to have magnetic drain plugs Yes ___ No ___

Differentials shall be matched to engine torque Yes ___ No ___

Brakes

Dust shields on front & rear Yes ___ No ___

Air brakes front & rear Yes___ No___

Long stroke with breather tube/sealed design brake pots front and rear (3 year warranty)

Model: _____

Preferred slack adjusters: Meritor (locking "pawl" design) automatic slack adjusters:

Model: _____

6 Wheel S-cam / drum brakes Yes___ No___

Air Dryer shall be a Meritor R955205 with heating element Yes___ No___

Pull cords on all air tank drains Yes___ No___

Automatic moisture removal drain valve on the wet tank Yes___ No___

6 brake stroke travel indicators Yes___ No___

Must be plumbed for a trailer with air brakes. Glad hands installed on the upper, outer edge of the frame rails Yes___ No___

Must have a spike for trailer brakes Yes___ No___

Shall be equipped with full trailer connections air & electrical to end of frame Yes___ No___

Air lines shall be correctly colour coded Yes___ No___

QR valves on all axles Yes___ No___

Air tanks shall be painted aluminum Yes___ No___

Frame

To extend out the front to mount plow harness Yes___ No___

Shall be **Single Frame** construction only Yes___ No___

Resisting Bending Moment (section modulus x yield strength) shall be 2,500,000 lbs.-in. minimum.
Specify: _____

Section modulus shall be 21.5 in³ minimum. Specify: _____

Frame Yield strength shall exceed body builders recommendations minimum 120,000 psi
Specify: _____

Mounting of Snow plow check plates shall be possible Yes___ No___

Front bumper shall be made to mount around plow harness Yes___ No___

The front license plate shall mount in the left portion of the bumper Yes___ No___

Fuel tank to be approximately 380 liters, aluminum under cab Yes___ No___

Minimum 3 900CCA amp batteries – easily accessible Yes___ No___

Wheel base to body builder's request (515cm approx.) Yes___ No___

Frame to be painted Imron black. Paint code N0001EF Yes___ No___

An air pintle hook to be installed at a height of 74cm above ground level (MGTW of 36280kg) at the rear of the frame Yes___ No___

Safety chain eyelets shall be installed with rating to match pintle hook Yes___ No___

Mounting plate for the pintle and eyelets shall be primed and painted Imron black Yes___ No___

Suspension

Steer axle shall have heavy duty shock absorbers Yes___ No___

Cab air ride Yes___ No___

Hendrickson HMX Suspension Yes___ No___

137cm axle spread Yes___ No___

20865kg rear suspension capacity Yes___ No___

The right front spring shall be assembled with a rubber helper (Timbren) Yes___ No___

Wheels & Tires

Steer tires shall be Bridgestone 425 65 R 22.5 M844 M&S Yes___ No___

8 Drive tires shall be Michelin 11R 22.5 XDS2 16P Yes___ No___

Rims shall be aluminum; hub piloted (out board drums) Yes___ No___

Engine compartment

Splash guards shall protect engine compartment Yes___ No___

Hood shall have butterfly hatches to access oil level stick etc. Yes___ No___

Alternator shall be 185 amp minimum

Specify: _____

Fuel water separator with heating element shall be supplied Yes___ No___

Spin on water filter shall be supplied Yes___ No___

Service intervals:

Engine hood shall be equipped with upright lock or shocks Yes___ No___

Cab

Plow controls and stand will be assembled so not to interfere with the removal of the dog house Yes___ No___

Plow control stand shall be rigid and not shake/vibrate during operations. Base of the stand shall be fixed to the floor using factory fasteners/locations. All efforts will be made not to drill new holes in the floor Yes___ No___

The Dicky John Flex Four controller head shall mount on the "control stand" Yes___ No___

All efforts shall be made to use factory supplied access holes in the cab, when plumbing aftermarket airlines and wiring. Any access hole shall have a rubber ring around the outside diameter, to prevent premature wear. A rubber boot shall be installed to reseal access hole after wiring and air lines have been plumbed Yes___ No___

Body builder package Yes___ No___

Trailer Package Yes___ No___

OEM on/off switches to be installed in dash for all body builder electrical requirements. Efforts shall be made to use body builder switches where ever possible Yes___ No___

Shall be supplied with three ignition keys Yes___ No___

Windshield to be electric heated Yes___ No___

A factory installed, dash mounted fan shall be installed to help defrost the windshield Yes___ No___

Coat hook Yes___ No___

Hard hat holder Yes___ No___

Clipboard holder to be mounted in cab, easily accessible to the driver Yes___ No___

Cup holders Yes___ No___

Dome & reading lights Yes___ No___

All fuses to be breakers (unless interfering with warranty) Yes___ No___

Tilting, telescopic steering Yes___ No___

Shall be equipped with A/C Yes___ No___

Driver's seat shall be a high back, cloth, equipped with air ride & arm rests ("National Premium Series") Yes___ No___

Shall have a passenger seat Yes___ No___

Shall have slotted sun visors able to store pens, paper, etc. Yes___ No___

Shall have multi-stage intermittent wipers (minimum of five intermittent speeds) Yes___ No___

Shall have an air cleaner dual element with integral snow valve with in cab control Yes___ No___

Passenger window shall be electrically powered Yes___ No___

Vinyl floor Yes___ No___

Outside thermometer Yes___ No___

Tachometer Yes___ No___

Hour meter Yes___ No___

Removable floor mats Yes___ No___

Supplementary cab insulation (trim package to cover all steel) to suppress engine noise Yes___ No___

AM/FM Radio with clock. Radio shall be "Blue Tooth" compatible, for cellular hands free function Yes___ No___

12 volt power point Yes___ No___

Passenger door to have sight window at bottom Yes___ No___

When the operator is positioned in the driver's seat (drivers eyes positioned 0.4m from the back wall and 1.2m from the floor), he/she shall be able to see the road surface 8.3 meters ahead of the unit Yes___ No___

Drivers door to house a storage pocket Yes___ No___

Gauges (Oil pressure, Oil temp, Coolant temp, Alt, Air pressure X2, Brake application, Differential temp X2, Tran temp, Fuel, Odometer, Speedometer, Tachometer, Air restriction) Yes___ No___

Low washer fluid, air, oil, & high coolant temp alarm Yes___ No___

Inner door panel lights Yes___ No___

Shall have a 2.25kg fire extinguisher mounted between the driver's door and seat Yes___ No___

A "1 to 5 person" first aid kit is to be fixed inside the cab. The kit shall be easily removed and mounting against the back wall is preferred Yes___ No___

Triangle set to mounted in the cab. The kit shall be easily removed. Mounted against the back wall is preferred Yes___ No___

Shall have a factory trailer lift axle switch mounted on the dash. The trailer lift axle switch shall control the trailer lift axle circuit using the "**black**" wire of the seven wire trailer harness Yes___ No___

Shall be equipped with a functioning hands-free "2 Way Radio". ICOM IC-F5020D (or otherwise approved by the County of Prince Edward model). The radio shall be programmed and mounted in factory supplied location. **No** part of the cab shall be drilled or modified to install the radio, cable or antenna. Factory installed coax cable and antenna preferred Yes___ No___

Exterior

Cab shall have grab handles to ensure safe entry and exiting of the cab Yes___ No___

Frame shall have front mounted tow hooks Yes___ No___

Frame shall have snow plow wing cross-member Yes___ No___

Hood shall be forward tilting Yes___ No___

Completely rust proofed with dated certificate (including aftermarket and body builder items) Yes___ No___

Steering column to have non-serviceable u-joints (no grease fittings) Yes___ No___

Shall have heavy duty wiper arms with winter blades Yes ___ No ___

Shall have exterior windshield visor Yes ___ No ___

Shall have front fender signal & amber lights Yes ___ No ___

Heated west coast & convex mirrors Yes ___ No ___

Right hand mirror to be power (moto) Yes ___ No ___

Shall have HID (High Intensity Diode) high visibility long life headlights Yes ___ No ___

Shall have cab clearance lights Yes ___ No ___

Shall be equipped with a reverse alarm. Decibel rating must be a minimum of 97db Yes ___ No ___

All rear tail, signal & brake lights to be mounted in the box Yes ___ No ___

Water tight wiring connectors (including body builder connections) Yes ___ No ___

The cab shall be painted a solid dark green, base coat clear coat (approved by the County of Prince Edward Public Works Department) Yes ___ No ___

Hood shall be equipped with front fender extensions Yes ___ No ___

Mud flaps to hang behind steer axle tires (no higher than 10cm from the ground). Mud flap shall be as wide as the steer tire Yes ___ No ___

A mud flap shall hang in-front of the spinner (i.e. back of fuel tank) to stop road debris building up on the spinner. No higher than 10cm from the ground. The mud flap shall not interfere with the spinner spray pattern Yes ___ No ___

A frame mounted tool box shall be installed between the right front drive tire mud flap and the rear wing tower or otherwise approved by the County of Prince Edward location. Model Jobox 757980 (or otherwise approved by the County of Prince Edward equivalent) Yes ___ No ___

Groeneveld (EP 0) auto greaser to be supplied installed & plumbed to all grease points on truck, box, plow & sander. Grease lines must run continuous from pump to manifold or manifold to grease point (no unions) Yes ___ No ___

HARNESSES

Viking-Cives plow harness to be painted Imron black. Paint code N0001EF Yes ___ No ___

Harness shall incorporate a mounting bracket for the front license plate Yes ___ No ___

30cm convex mirror mounted a top front wing tower Yes ___ No ___

Plow harness shall be full hydraulic (quick) disconnect & hydraulic tilting Yes ___ No ___

Plow harness must be able to stand on its own when not on unit Yes ___ No ___

Plow harness to be bolted at the front end of the frame & bolted to the cheek plate Yes ___ No ___

The lifting frame shall be bolted to the push plate and shall be braced to conform to MTO standards
Yes___ No___

The front plate will be 9.5mm thick. Must allow for radiator cooling Yes___ No___

Lift ram stroke will be 250mm Yes___ No___

Lifting ram shall be double acting Yes___ No___

Wiring must un-plug (weather proof connectors) when harness is to be stored. Disconnect plug shall be a seven wire round pin trailer plug Yes___ No___

Hydraulic lines must be "quick disconnect" for removal Yes___ No___

All structural steel used in the harness shall be 44W complying with CSA G40.21 Yes___ No___

Quick tack pockets & pins for easy removal of plow shall be supplied Yes___ No___

All hydraulic connections will be quick disconnecting with storage connections Yes___ No___

PLOW

The Viking-Cives plow shall be constructed to prevent the accumulation of water in any area
Yes___ No___

All ribs shall be one piece construction, 100% welded on both sides to the moldboard Yes___ No___

Moldboard shall pivot Yes___ No___

The moldboard brace rod shall be manually adjusted for plow angles of 45 degree, 50 degree, 55 degree
Yes___ No___

Male end of adjusting brace to be solid steel Yes___ No___

Shall be equipped with a sleeved safety check cable, to prevent plow roll-over Yes___ No___

The height of the moldboard shall be 66cm front & 137cm rear Yes___ No___

The length shall be 421cm Yes___ No___

The plow shall have two shoes Yes___ No___

The moldboard shall be continuously welded to the bottom rails Yes___ No___

Trip link safety mechanism shall be incorporated. The blade mechanism must return to the normal plowing position on its own Yes___ No___

The moldboard must have a smooth curve Yes___ No___

A quick tack swivel to be supplied Yes___ No___

Shall be equipped with a sectional three piece heat treated high wear 20cm plow blade (non-carbide)
Yes___ No___

Plow shall be equipped with a high wear heat treated nose piece Yes___ No___

Plow will be equipped with dual fluorescent flexible markers and flags Yes___ No___

Shall weigh between 840kg and 980kg Yes___ No___

Plow to be painted Imron black. Paint code N0001EF Yes___ No___

WING

The Viking-Cives wing to not block passenger window when wing is in the up (traveling) position Yes___ No___

The inside of the wing will be a minimum of 73cm; the outside will be a minimum of 99cm Yes___ No___

The wing shall be 365cm long Yes___ No___

The wing shall come with its own stand, to stand wing up when not on unit Yes___ No___

The wing shall be equipped with a one piece high wear heat treated blade (non-carbide) Yes___ No___

The wing shall be equipped with a high wear heat treated wing nose piece Yes___ No___

The wing shall be equipped with a high wear heat treated wrap around curb runner Yes___ No___

A 91cm flexible wing marker shall be mounted at the end of the wing with flag Yes___ No___

Bottom of wing tower shall be protected by shoe, and shall have a ground clearance of 35cm minimum, truck empty Yes___ No___

Approved size of ram controlling the front end of wing shall be 7.62cm diameter x 76.2cm stroke approx with a cable and sheave assembly Yes___ No___

Approved size of ram controlling the rear end of wing shall be 7.62cm diameter x 76.2cm stroke approx. cylinder, with a cable and sheave assembly Yes___ No___

Approved size of ram controlling wing brace slide shall be 7.62cm diameter x 91.4cm stroke approx. and shall be double acting Yes___ No___

The wing "skin" shall be 2.5mm thick minimum Yes___ No___

Wing to be painted Imron black. Paint code N0001EF Yes___ No___

BOX (DUMP/ SANDER)

Viking-Cives model Proline 1415LWHT or equivalent approved by the County of Prince Edward Public Works Department Yes___ No___

Dump body shall be epoxy primed with 3 mils of Dupont DTP primer Yes___ No___

Imron Elite finish. Finished paint to be green to match cab of truck and baked on Yes___ No___

Dump box shall remain stationary on the chassis frame while spreading. Rear discharge shall be front hoist tilt action as per conventional dump bodies Yes___ No___

The body will be oval shaped and smooth sided to permit gravity flow unloading. Brake-formed sides are not acceptable. The main conveyor will be centered and recessed along the length of the box. The chain cross conveyor will be chassis frame mounted with spreader discharge on the front left sides of dump box

Total weight of the complete body assembly in ready to work condition including hoist, tarp, tailgate, cross conveyor, main conveyor and all other required components not to exceed 6,900 lbs. Yes___ No___

Water level capacity will be 10.7 cu., yd. Yes___ No___

Water level capacity with 10 inch sideboards will be 13.8 cu., yd. Yes___ No___

Outside length 15 ft. Yes___ No___

Inside length 14 ft. Yes___ No___

Overall width outside 96 inches Yes___ No___

Overall width inside 86 inches Yes___ No___

Height of sides 45 inches from conveyor floor Yes___ No___

Height of front panel 60" Yes___ No___

Height of tailgate 53" from conveyor floor Yes___ No___

Body to be constructed from one piece head sheet and side panels. The front head of the body will be completely clean and clear of any type of recesses or protrusions into the body including hoist dog houses, bulkheads, etc. Yes___ No___

Body front panel will be sloped design sloping from the top rearward to the bottom Yes___ No___

The front panel slope will be continuous and uninterrupted for the full length from top to bottom Yes___ No___

Top rail of body will be 4 inch x 4 inch x 3/8 inch square tubing Yes___ No___

All body welds will be 100% continuous inside and outside Yes___ No___

Body front head 3/16 inch "Hardox 450" hi-tensile steel Yes___ No___

Body sides to be smooth oval 3/16 inch "Hardox 450" hi-tensile steel. "Break Formed" design of body sides is not acceptable Yes___ No___

Rear vertical corner posts will be 10 Ga .sheet steel, fabricated in such a way as to include provision for rear facing lighting requirements Yes___ No___

Rear vertical corner-posts to be tied to radius side panels and horizontal top rails and welded 100 percent. Rear vertical corner-posts to be connected to main conveyor via a rear horizontal 3" X 8" X 3/8" wall HSS tube spanning the full body width Yes___ No___

Body construction shall include integral side fenders fabricated from a minimum 10 GA Cor-ten A corrosion resistant material Yes___ No___

Fenders shall be full length from front to rear of body. One fender right side & one fender left side. Integral fenders will fully enclose and protect chassis frame mounted on-board liquid storage tanks Yes___ No___

Integral fenders to be sloped away from unit to prevent any excess material spilled during loading from building/piling up Yes___ No___

Mud flaps to hang in front of front drive tires, attached from dump box with support to keep them from rubbing tires Yes___ No___

Mud flaps mounted behind rear drive tires Yes___ No___

Dump box access ladder shall be 15 inches wide, two piece fold-up ladder located at the rear curb side of body. Access ladder will be manufactured from safety grip strut material Yes___ No___

Hoist shall be a Mailhot Nitrided top lift 3 stage telescopic hoist, "C" series. Model CS-130-5-3 Yes___ No___

Hoist lift cylinder to be forward mounted three- (3) stage top lift telescopic Yes___ No___

Hoist capacity shall be 30 ton @ 2,000 P.S.I. Yes___ No___

Hoist cylinder will be rod sealed. Rubber hoist cap to provide protection to hoist seals in spreader position Yes___ No___

Cylinder stroke shall be 130 inches Yes___ No___

Dump box dump angle shall be variable to 50 degrees from horizontal. There will be no hoist doghouse protruding into front head of body and hoist will be external mounted to provide flat body front head Yes___ No___

Hoist control valve shall be air operated from inside cab Yes___ No___

The body to be equipped with a positive locking support brace Yes___ No___

Rear hinge diameter shall be 2 ½" inches Yes___ No___

Tailgate shall be double acting. Tailgate height shall be 53 inches from conveyor floor Yes___ No___

Upper hinge plates to be offset design flame cut from 1" steel plate Yes___ No___

Tailgate shall be rectangle shaped to allow use of asphalt or stone chip spreaders Yes___ No___

Construction shall be of 3/16 inch "Hardox 450" hi-tensile steel with 3/16 inch formed cross bracing. Exterior vertical side support tubes to be 3 1/2" X 3 1/2" X 1/4 wall HSS tubing

Latch mechanism for the tailgate shall be air trip using two air pot chambers actuated from inside cab

Brake chambers directly coupled to ½ inch thick flame cut latches. Brake chambers one right side one left side enclosed and protected by integral body fenders Yes___ No___

Spreader chains and brackets shall be supplied on tailgate and rear apron. Chains shall be grade 70-coil proof 5/16" minimum Yes___ No___

Asphalt door in tailgate with 14" X 25" dimensions. Cantilever handle offset to curb side to operate the sliding door Yes___ No___

The main conveyor shall be centered and recessed along the length of dump box floor. Conveyor shall be three-piece formed construction and a minimum 25 inches wide Yes___ No___

Conveyor floor ¼ inch "Hardox 450" hi-tensile steel Yes___ No___

Permanent non-removable built in protective main conveyor chain link covers. The protective covers will run from the front to the rear of the body right and left side of the main conveyor Yes___ No___

The protective non removable main conveyor link covers will cover and protect the main conveyor chain links from damage by impact at all times in all operation modes. In addition to the permanent non-removable main conveyor chain link covers a removable conveyor chain cover will be supplied Yes___ No___

The removable cover will protect the main conveyor floor and conveyor chain cross flights from damage by impact when installed Yes___ No___

The removable main conveyor cover will be manufactured from 3/8" 2 ply high temperature rubber. The main conveyor shall be centered and recessed along the length of dump box floor Yes___ No___

Automated chain tensioning system to be centrally located between main conveyor drive and idler shafts Yes___ No___

Self-feeding will be achieved by simply attaching the conveyor cover to a main conveyor chain cross flight at the tailgate (idler end), starting the main conveyor will pull the cover into place under the permanent non removable protective steel chain link covers Yes___ No___

Installation and removal of the rubber main conveyor cover into or out of the spreader body will be a one man operation Yes___ No___

Conveyor chain to be self-cleaning D667 pintle type with a minimum tensile strength of 21,700 PSI, spaced apart 21 inches on center 1/2" X 1 1/2" cross flights welded to every 2nd link (approx. 4.5" spacing) Yes___ No___

All conveyor flights shall be 100% fully welded to the chain links Yes___ No___

Drive and idler shafts to be two (2) inch diameter Yes___ No___

Drive and idler sprockets to be minimum eight-tooth cast steel. All drive and idler sprockets to be minimum C1030 cast steel Yes___ No___

Planetary drive for main conveyor (NO SUBSTITUTES) Yes___ No___

Main conveyor drive shall be a single 25:1 high efficiency planetary drive with high torque low speed motor Yes___ No___

The planetary drive shall deliver 50,000 IN/LB torque intermittent with 34,960 IN/LB constant. Specify make and model of planetary _____

Connection of the planetary drive shaft to the main conveyor shaft shall be accomplished via a split two piece rectangular shaped coupler assembly Yes___ No___

The upper and lower half of the coupler assembly will be bolted together by (4) 5/8" x 4 1/2" N.C. Grade 8 Hex Head bolts Yes___ No___

Removal of the (4) coupling bolts to allow simple disassembly of the planetary drive shaft from the main conveyor shaft for ease of maintenance Yes___ No___

Conveyor chain tension to be regulated via an automatic chain tensioning system. This tensioning system will provide appropriate chain tension for the main conveyor chain at all times and under all normal operating conditions Yes___ No___

The fully automated chain tensioners will eliminate the requirement for any manual chain tension adjusting mechanisms such as conventional threaded rod and nut tensioners or hydraulic grease ram tensioners
Yes___ No___

Access to automated conveyor chain tensioning system shall be from the side(s) of the body. A remote grease manifold shall be provided to lubricate all grease points for the chain tensioning system without removal of the inspection panels Yes___ No___

The flow control gate between main and cross conveyor shall be screw adjustable by hand crank from driver's side of dump body Yes___ No___

The main conveyor flow control gate, will be flush and even with the front of the body, without any type of recess Yes___ No___

Underside of main conveyor to be complete with full length poly guard to prevent material spillage on to chassis components and frame rails Yes___ No___

Supply removable steel plates with eyelets to cover and protect conveyor chain Yes___ No___

The cross conveyor shall be hydraulic direct drive Yes___ No___

A cross conveyor assembly shall be used to discharge material from main conveyor to the unit sides. Cross conveyor unit shall be removable design to reduce added weight in non-spreading applications
Yes___ No___

Cross conveyor chain to be fabricated from (2) strands of D662 pintle chain spaced apart 10". Cross flights 100% welded to chain links Yes___ No___

The cross conveyor chain shall be a pintle chain 3/16" X 1" crossers every 4" with a minimum tensile strength of 17,000 lbs. Yes___ No___

Cross conveyor assembly to include replaceable polymer guards to prevent material from entering between chain links Yes___ No___

Sander Spinner

Spinner assembly will be installed the left hand side (driver side) and will be mounted to the cross conveyor assembly to spread ahead of rear wheels Yes___ No___

The spinner assembly will be removable from the cross conveyor for summer storage. The cross conveyor will also be removable from the chassis frame rail Yes___ No___

The spinner assembly will also be "flip up style" providing the ability to carry in a stored position horizontal to the chassis frame rail Yes___ No___

Spinner disc shall be manufactured from polyurethane 18" diameter. Spinner shaft will be on flange bearing equipped with grease fittings. Spinner drive will be direct via hydraulic orbit motor Yes___ No___

Spinner chute to be adjustable, right side and left side, to guide material to the spinner disc. Spinner and chute to be urethane Yes___ No___

Hydraulic hoses to the spinner motor are to be complete with quick disconnect automatic sealing breakaway couplers and are to be assembled so that the male end may plug into the female end on the spinner motor and the hoist frame when the spinner assembly is disconnected Yes___ No___

A 3.0 cubic inch hydraulic motor shall drive the spinner assembly Yes___ No___

The spinner height shall be adjustable from 20 to 28 inches below the mounting surface of the body. The spinner shall be capable of spreading evenly up to a 20 FT radius with a main operating range of 0 to 15 FT radius Yes___ No___

Spinner assembly capable of discharge rate from 100 lbs./lane mile to 2500 lbs./lane mile Yes___ No___

Spinner position adjustable fore and aft horizontal along chassis frame rail Yes___ No___

Spinner assembly will be flip up style allowing the spinner to be carried in an on board stored raised position Yes___ No___

Spinner disc will be hydraulic direct drive and will include a clean-off "Anti-Coning" device Yes___ No___

A poly lined MTO style combination sand/salt chute to be supplied Yes___ No___

Hydraulics

The hydraulic pump shall be adequate to insure proper pressure & flow to all hydraulic components (Dowty 2PL158/220) Yes___ No___

The pump shall be front mounted, driveshaft driven from the crankshaft Yes___ No___

Hydraulic hoses shall be secured Yes___ No___

Hydraulic hoses are to be covered in a protective urethane wrap Yes___ No___

All hoses shall be equipped with swivels on both ends Yes___ No___

A low hydraulic oil buzzer / light shall be installed on dash Yes___ No___

A combination level/temperature gauge shall be installed in the hydraulic reservoir. Gauge must be easily viewed from the side of the unit Yes___ No___

A common high pressure hydraulic filter housing equipped with a service life indicator shall be installed. Replacement filters must be available within 24 hours and shipped to 115 Lake Street Picton Ontario Yes___ No___

A common breather /vent cap with replaceable spin on filter element assembly shall be installed on the hydraulic tank in replace of the filler cap. Replacement filters must be available within 24 hours and shipped to 115 Lake Street, Picton Ontario Yes___ No___

Hydraulic system shall be filtered to meet all system specifications. A filter shall be installed as close to the storage tank as possible, on the return to tank line, in an accessible area Yes___ No___

Hydraulic Controls

Shall have main box cylinder and side discharge controls/valves Yes___ No___

An air dryer/lubricator and protection valve will be installed in control system Yes___ No___

Valves to be feather able, joystick control air operated, with function label mounted on fully adjustable pedestal, located between driver and passenger seat (driver accessible) Yes___ No___

The controls from left to right, when viewed from the operator's seat, shall operate the following:

1. Plow lift Yes___ No___

- 2. Front end of wing Yes___ No___
- 3. Rear end of wing Yes___ No___
- 4. Wing slide Yes___ No___
- 5. Tilt front harness Yes___ No___

The control box shall be painted black Yes___ No___

The sander controls shall be Dicky John Flex Four with Reverse camera and two section Vickers valve
Yes___ No___

A storage box shall be installed to contain any excess wiring from the Dicky John Controller. Incorporated into the dump box or plow control stand preferred Yes___ No___

The Application rate sensor on the Dicky John Control Point shall be Model 46436-0171S1 Yes___ No___

Lighting and Reflectors

Top mounted beacon lights “Star 200A” (one blue & one amber) shall be supplied & installed on a chassis mounted pedestal between the cab and dump box. Lights shall be elevated above the cab and dump box
Yes___ No___

The dump box shall be equipped with two rear facing removable “light sticks mounted a top of the rear of the box. The lights within the “Light sticks” must be three inches in diameter and heated (to remove snow) LED Yes___ No___

The right light stick shall contain a flashing amber light. As well as a running light / brake light combo, and a running light / signal light combo (or otherwise approved by the County of Prince Edward Public Works Department replacement) Yes___ No___

The left light stick shall contain a flashing blue light. As well as a running light / brake light combo, and a running light / signal light combo (or otherwise approved by the County of Prince Edward Works Department replacement) Yes___ No___

The rear of the dump box shall be equipped with six inch oval LED lights mounted on each side of the tailgate Yes___ No___

The lights on the right side shall mirror the left Yes___ No___

The bottom lights shall be running / signal combo lights Yes___ No___

The second from the bottom shall be running / brake combo lights Yes___ No___

The third from the bottom shall be flashing amber lights Yes___ No___

The top lights shall be flashing blue lights Yes___ No___

A red LED light trio shall be installed at the rear of the unit between the dump box and the pintle hook
Yes___ No___

The license plate and light shall be LED and installed above the left rear mud flap Yes___ No___

All flashing amber lights are to be controlled by one factory installed switch Yes___ No___

All flashing blue lights are to be controlled by one factory installed switch Yes___ No___

Lights shall be installed to illuminate the spinner. This light shall be controlled by a factory installed switch
Yes ___ No ___

High visibility spot light to be mounted on the rear wing tower. The light shall shine ahead of wing when in the down position. The light shall be controlled by a factory installed switch. Light shall be positioned in such a manner to not cause a distraction in the passenger mirror Yes ___ No ___

Reverse lights shall be 7.5cm clear flood lights, will need to be installed at the rear of the frame (or otherwise approved area). Lights shall not interfere with material falling from the box when unloading
Yes ___ No ___

Auxiliary lights shall plug directly OEM supply connections Yes ___ No ___

5cm red and silver reflective tape (Grote 40650 tape or otherwise approved by the County of Prince Edward Public Works Department replacement) shall be installed across the bottom of the tailgate as well as along the bottom of the right and left sides of the box (front to back) Yes ___ No ___

5cm red and silver reflective tape (Grote 40650 tape or otherwise approved by the County of Prince Edward Public Works Department replacement) shall be installed across the rear facing wing arms as well as the heel of the wing (top to bottom) Yes ___ No ___

Provisional Pre-wet System

Four (4) poly tanks, 200 liters each. Tanks shall be installed on custom fabricated support and bolted onto truck chassis, above rear truck wheels Yes ___ No ___

Tanks must remain stationary of truck chassis when body is raised Yes ___ No ___

Gear type liquid or brine pump directly powered by a hydraulic motor Yes ___ No ___

Relief valve in case of nozzle clogging Yes ___ No ___

Flexible hoses ¾” and 1½” diameter, with clamps, fittings, shut off valves, etc. Yes ___ No ___

Pump enclosure and reservoir brackets Yes ___ No ___

Over pressure protection system Yes ___ No ___

All necessary hoses, fittings, valves, nozzles, filters & hardware shall be included Yes ___ No ___

Provide cost for supply and installation of pre-wet system per truck:

First Truck
\$ _____

Second Truck
\$ _____

BRAND NAME FOR PART “C” ONLY

Any manufacturer’s names, trade names, brand names or catalogue numbers mentioned are for the purpose of establishing and describing general performance and quality levels, unless specifies otherwise. Such references are not intended to be restrictive and bids are invited on approved generic no-name equals and comparable equipment of any manufacturer. However, if a product other than the one specified is bid, it is the bidder’s responsibility to name such product and prove to the County that said product is equal to the specifications, and to submit brochures, samples upon request and/or specifications in detail on the item(s) bid. The County shall be the sole judge concerning the merits of bids submitted.

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

CONTRACT NUMBER: TENDER 2018-EDW-04
 CONTRACT TITLE: Two New 4 x 6 Tandem Axle Trucks with Winter Implements
 SUBMITTED TO: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

I/We, _____
(Company Name)

Of _____
(Business Address)

having examined the TENDER including all information to BIDDERS, general terms and conditions, appendices and terms of reference as issued by THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and including Addenda number ____ to ____, hereby offer and agree to enter into a Contract to supply the EQUIPMENT Required by this TENDER at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete and supply the EQUIPMENT in accordance with the instructions to BIDDERS, terms, conditions, terms of reference, and appendices in the TENDER 2018-EDW-04 **TWO NEW 4x6 TANDEM AXLE TRUCKS WITH WINTER IMPLEMENTS** to The Corporation of The County of Prince Edward Public Works Department as described in this TENDER for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

I/We, hereby Tender and agree to supply to The Corporation of the County of Prince Edward, F.O.B. The Corporation of the County of Prince Edward Public Works Garage, in Picton, Ontario, all duty, exchange, freight, transportation or other charges fully paid including a current motor vehicle safety inspection sticker, the following vehicle with attachments in full conformity with the specifications and information to bidders attached hereto, for the prices shown hereunder.

Delivery Date if Awarded the Tender: _____

Schedule of Prices

Two (s) New 4x6 Wheel Drive Sander/Plow/Dump Trucks

Bid Price \$(CAN)	HST	TOTAL
\$ _____	\$ _____	\$ _____

Vehicle to be delivered no later than, November 1st, 2018 Yes _____ No _____

Liquidated damages of \$100.00 per day will be assessed for each calendar day between the specified delivery date and the actual date of delivery of the vehicle.

PART D - FORM OF TENDER
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES cont'd

The SUPPLIER hereby offers to supply the equipment specified in the Tender at the following prices, which have been included in the price; with Harmonized Sales Tax shown separately.

This TENDER is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of one hundred and twenty (120) calendar days after the date and time set for submission of the TENDER.

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

Company:

(Name)

(Street Address or Postal Box Number)

(MUNICIPALITY, Province, and Postal Code)

Signature: _____

(I have the authority to bind the Corporation)

Print Name and Title: _____

Dated at this _____ this _____ day of _____, 2018

The Corporation of the County of Prince Edward
332 Main Street,
K0K 2T0

Signature: _____

Robert L. Quaiff, Mayor
(I have the authority to bind the corporation)

Dated at _____ this _____ day of _____, 2018

Kim White, Clerk: _____

Dated at _____ this _____ day of _____, 2018

THE TOP PORTION OF THIS DOCUMENT MUST BE SIGNED BY THE BIDDER AND SUBMITTED TO BE A VALID OFFER OR THE TENDER WILL BE REJECTED.

PART D - REFERENCE INFORMATION

BIDDERS are required to provide three (3) references listing contracts similar to the project described in this TENDER and undertaken within the past three (3) years.

- 1) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract: _____
- 2) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract: _____
- 3) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract: _____

The MUNICIPALITY reserves the right to check additional references and sources to those supplied by the BIDDER.

Company/BIDDER

Authorized Signature

Date

NOTICE OF "NO-BID"

Purchasing Department, 280 Picton Main Street, 2nd Floor Picton, ON K0K 2T0	Tel: (613) 476-2148 Fax: (613)476-7622
REFERENCE NO. TENDER-2017-EDW-06	CLOSING DATE: FEBRUARY 1ST, 2018
DESCRIPTION: Two New 4x6 Tandem Axle Trucks with Winter Implements	

It is important to the MUNICIPALITY to receive a reply from all invited BIDDERS. There is no obligation to submit a TENDER; however should you choose not to submit a TENDER, completion of this form will assist the MUNICIPALITY in determining the type of goods or service you are interested in proposing/bidding on in the future. Failure to return the TENDER/Tender Form or Notice of No Tender will result in the removal of the BIDDER from the MUNICIPALITIES BIDDERS' LIST.

INSTRUCTIONS

If you are unable, or do not wish to submit a TENDER on this TENDER, please complete the following portions of this form. State your reason for not proposing by checking the applicable space(s) or by explaining briefly in the space provided. It is not necessary to return any other TENDER documents. Just return the completed form in the enclosed return envelope or by fax prior to the official closing date.

- 1. We do not manufacture/supply this commodity. _____
 - 2. We do not manufacture/supply to this specification. _____
 - 3. Unable to quote competitively. _____
 - 4. Cannot handle due to present plant loading. _____
 - 5. Quantity/job too large. _____
 - 6. Quantity/job too small. _____
 - 7. Cannot meet delivery/completion requirements. _____
 - 8. Licensing restrictions. _____
 - 9. Agreements with distributors/dealers do not permit _____
- Other reasons/additional comments:

Do you wish to propose/bid on these goods/services in the future **YES** **NO**

Firm Name:	
Signature of Signing Officer:	
Print Name:	
Title:	
Address:	
Telephone:	Fax:
Date:	

QUESTIONS FOR CLARIFICATION

To	Patti White, Purchasing Clerk	Fax #	(613)476-7622
	Purchasing Department Email: pwhite@pecounty.on.ca THE CORPORATION OF THE COUNTY OF PRINCE EDWARD 280 Picton Main Street Picton, ON K0K 2T0	Date # of pages (including this page)	
From		Telephone #	
		Fax #	
		Email	

Subject **Contract No. #2018-EDW-04 Two New 4x6 Tandem Axle Truck with Winter Implements**

Reference to Section _____ on page number _____ of this TENDER.

Question _____

(Glue or Tape to outside of Submission Envelope)

TO:
Clerk's Office
The Corporation of the County of Prince Edward
332 Main Street
Picton, ON K0K 2T0

<u>Submitted By</u> (Insert company Name)	<u>RFT 2018-EDW-04 Two New 4x6 Tandem Axle Truck with Winter Implements</u>	
<u>OFFICE USE ONLY</u>		
Received By: (Name of Staff)		
<u>Date & Time 2nd Floor</u> <u>Clerk's Office:</u>		
<u>IF LATE – NAME AND SIGNATURE OF PERSON DELIVERING</u>	(Print Name)	(Signature)