



Municipality of  
**Dutton Dunwich**

**REQUEST FOR TENDER**

Supply and Delivery of a Pickup Truck

BIDS MUST BE RECEIVED BY THE CORPORATION OF THE MUNICIPALITY OF DUTTON DUNWICH IN A SEALED ENVELOPE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE RESPONDER, TITLE OF THE TENDER, ADDRESSED TO MURRAY WICKERSON, MANAGER OF ROADS AND FACILITIES, C/O THE CORPORATION OF THE MUNICIPALITY OF DUTTON DUNWICH, 199 CURRIE RD, DUTTON, ONTARIO N0L 1J0. FAILURE TO SUBMIT THE BID AS REQUESTED MAY RESULT IN IT BEING DISQUALIFIED.

**CLOSING LOCATION:** Municipality of Dutton Dunwich, 199 Currie Rd, Dutton, ON N0L 1J0

**CLOSING DATE & TIME:** April 27,2023 at 11:00 a.m.

## **PART I: GENERAL TERMS AND CONDITIONS**

### **GENERAL**

This tender, including these terms and conditions, forms the entire contract between the parties, and no variations thereof irrespective of the wording of the seller's acceptance will be effective unless specifically agreed to in writing by the Corporation of the Municipality of Dutton Dunwich. The winner of this tender will provide the Municipality with the vehicle in-line specs before delivery of the vehicle.

### **SUB-CONTRACTS**

The seller shall not, without the written consent of the Corporation of the Municipality of Dutton Dunwich, make any assignment of sub-contract for the provision of any goods hereby quoted on.

### **SHIPMENT**

Time shall be the essence of the contract. Goods must be delivered within the time promised, failing which, the Corporation of the Municipality of Dutton Dunwich reserves the right to cancel the order without penalty or prejudice.

### **QUALITY**

Goods are subject to the Corporation of the Municipality of Dutton Dunwich inspections and approval at a reasonable time after delivery. If specifications are not met, goods may be returned at the seller's expense.' All materials used for the manufacture or construction of any supplies, materials or equipment covered by this request for bids shall be new. The items must be new, the latest model, of the best quality and highest grade workmanship.

### **WARRANTY**

In supplement of, and not by the way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the Corporation of the Municipality of Dutton Dunwich, the seller will at any time within 3 months of the **in service date**, and at his expense replace any goods which are of become defective as a result of faulty or inefficient manufacture, materials, or workmanship.

### **LAWS**

It is agreed that the goods supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.

### **VARIATIONS TO SPECIFICATIONS**

For the purposes of evaluation, bidders **MUST** indicate any variances from our specifications, terms and/or conditions, no matter how slight. If the variations are not stated or referenced in the Form of Tender, it will be assumed the goods fully complies with our specification, terms and conditions.

## **GENERAL TERMS AND CONDITIONS**

### **BRAND NAMES**

If and wherever in the specifications a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the Municipality does not wish to rule out other competition and equal brands or makes, APPROVED EQUALS will be considered. If a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the Municipality that said product is equal to or exceeds the specifications and to submit brochures, samples and/or specifications in detail on item/s bid. The Municipality shall be the sole judge concerning the merits of bids submitted.

### **WARRANTIES FOR USAGE**

Whenever requests for bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the Municipality as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information ONLY and will be used for tabulation and presentation of bid prices and the Municipality reserves the right to increase or decrease quantities as required.

### **SAMPLES AND DEMONSTRATIONS**

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of request for bids opening, only upon request of the Municipality, unless otherwise stated in the document. If samples are requested, samples must be received by the Municipality no later than seven (7) days after formal request is made. When required, the Municipality may request full demonstrations of any unit/s bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the Municipality and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Bidder's expense. Samples are not to be mailed with bid submission, but must be mailed under separate cover, addressed to Treasury, 199 Currie Rd. Dutton, ON N0L 1J0.

### **ACCEPTANCE OF MATERIAL**

The material delivered under this request for bids shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the Municipality and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the Municipality is found to be defective or does not conform to specifications, the Municipality reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

### **DEFAULT PROVISION**

In cases of default by the Successful Bidder, the Municipality may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Bidder responsible for any excess costs occasioned or incurred thereby.

## **GENERAL TERMS AND CONDITIONS**

### **COPYRIGHTS OR PATENT RIGHTS**

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

### **SAFETY STANDARDS**

The Bidder warrants that the product supplied to the Municipality conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

### **MANUFACTURER'S CERTIFICATION**

The Municipality reserves the right to request from the Bidder separate manufacturer's certification of all statements made in the bid document.

### **SIGNED BID TO BE CONSIDERED AN OFFER**

The submission of an originally signed bid document to the Municipality shall be deemed to constitute an "Offer" which may be accepted, at the option of the Municipality by:

- a) written acknowledgement of acceptance, OR
- b) the issuance of a "purchase order"

And upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the Municipality and the Bidder.

Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

### **ORAL INSTRUCTIONS OR SUGGESTIONS**

The Municipality will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the Treasurer.

### **DISCREPANCIES AND OMISSIONS**

Should the Bidder find discrepancies in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall notify the Treasurer who may, if necessary, post Addenda to the Municipality's website.

**SPECIFICATIONS**

No Successful Bidder is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

## **GENERAL TERMS AND CONDITIONS**

### **RESERVATIONS FOR REJECTION AND AWARD**

The Municipality reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities and to request rebids on the required material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination as shall best serve the interests of the Municipality in the opinion of the Treasurer and the applicable Department, unless otherwise stated.

The Municipality also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the applicable Department personnel).

### **BID ATTACHMENTS**

A response to a request for bids which has attached a condition of sale or any other attachment which alters the specifications, conditions or terms, or makes it subordinate, may be cause for rejection.

### **ADDITIONAL GENERAL CONDITIONS**

Instructions to Bidders and Information for Bidders dealing with the specific requirements of this request for bids are included in the attached request for bid documents.

## PART II: INFORMATION FOR BIDDERS

1. Tenders received by the Corporation of the Municipality of Dutton Dunwich later than the specified closing time will be returned unopened to the bidder.
2. A bidder who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that bidder as it applies to this tender.
3. A bidder may withdraw a submitted tender at any time up to the official closing time. Withdrawal requests received after the tender closing time will not be permitted.
4. Any and all changes to the terms, conditions or specifications required before the tender closing will be issued by the Treasurer in the form of a written Addendum. If Addenda are issued, their receipt must be acknowledged by the bidders in the appropriate section of the Form of Tender.
5. In the event that only one tender is received at time of closing, the Treasurer or designate will either open the tender or delay opening of the tender for consultation with the respective Municipal Manager as to whether to open or reject the tender. A rejected tender will be returned unopened to the bidder. A decision to re-tender will be made respectively by the Treasurer and the respective Municipal Manager.
6. The Corporation of the Municipality of Dutton Dunwich reserves the right to accept or reject any and all tenders. The Municipality further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the Municipality in the opinion of the Treasurer and the applicable Municipal Manager, unless otherwise stated.
7. The acceptance and award of the tender and execution of an agreement, contract or purchase order is subject to approval by Municipality Council.
8. Tenders are to remain in firm for the acceptance for a period of sixty (60) days from the date of tender closing.
9. All prices must be stated in Canadian funds. Prices must be also inclusive of customs, duty and freight.
10. It should be understood and acknowledged by persons submitting a tender that while this tender includes specific requirements and specifications, a complete and operational vehicle is required. Minor items or details not herein specified, but obviously required for the vehicle shall be provided as specified in conformance with modern practices and workmanship. Any omission or errors or misinterpretation of these requirements and specifications shall not relieve the successful bidder of the responsibility of providing the goods noted in this tender.

### **PART III: REQUIREMENTS AT TIME OF CLOSING**

Bidders are required to submit the following with their tender. FAILURE TO DO SO SHALL RESULT IN THE TENDER BEING REJECTED.

1. Form of Tender
2. Specifications
3. Accessibility Regulations for Contracted Services Form

#### **FORM OF TENDER**

The Form of Tender must be completed in ink, in full, signed and returned in a sealed envelope clearly marked with the name and address of the Bidder, Contract Number, addressed to Murray Wickerson Manager of Roads and Facilities, C/O the Corporation of the Municipality of Dutton Dunwich 199 Currie Rd, Dutton, Ontario N0L 1J0. Failure to submit the bid as requested may result in the tender being disqualified. Facsimiles are not acceptable unless specified.

#### **SPECIFICATIONS**

The specifications incorporated as part of this tender require that certain information must be completed in full, signed and returned with your tender.

#### **TERMS AND CONDITIONS**

The purpose of this tender is to obtain bids for the supply & delivery of one new truck

#### **CONTACT PERSON**

Additional information or clarification or any of the instructions or information contained herein must be obtained from Murray Wickerson, Manager of Roads and Facilities at 519-860-1543.

#### **DELIVERY**

1. All deliveries to be F.O.B. Delivery of the vehicle will be to the Municipality of Dutton Dunwich Public Works Department located at 136 Currie Road. Dutton, Ontario.
2. The Corporation would like to reserve the right to choose the vehicle that will be purchased; A decision will be based on operating cost over a ten year replacement schedule and budget allowances for new equipment. All dealers wishing to submit a bid must provide estimated operating cost based on fuel economy, maintenance cost and depreciated value of **all submitted vehicles**. The purchase order will be issued after Council has approved the purchase of the new vehicle.
3. The tender will be awarded for the purchase of one new Truck.
4. Delivery to the Municipality will be within 30 - 60 days of the contract being awarded. Consideration will be given at the time of award for expedited delivery dates.



**SAFETY STANDARDS**

The vehicle supplied shall be in conformity with any and all applicable federal and provincial motor vehicle safety standards.

**BIDDER INFORMATION:**

QUOTATION SUBMITTED BY: \_\_\_\_\_

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

CITY: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

NAME (Please Print or Type): \_\_\_\_\_

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

FAX NUMBER: \_\_\_\_\_

HST REGISTRATION # \_\_\_\_\_

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

DATE OF QUOTATION: \_\_\_\_\_

**PART IV: SPECIFICATION AND CONFIRMATION**

**Truck:** 2023 Crew CAB 4X4 Pick Up Truck  
Work Truck Package.

	<i>Options</i>
1	<b>5.0 V8 Engine or equivalent</b>
2	<b>Minimum electronic 6 Speed Automatic</b>
3	<b>Equipment Group including Air Conditioning, Power Windows, Power Doors</b>
4	<b>Electronic Locking W/3.55 Axle Ratio (or equivalent as required with towing)</b>
5	<b>P265/70R17 Owl A/T (5) (or manufacturer equivalent size)</b>
6	<b>5ft 8 Foot Box minimum</b>
7	<b>Remote Electric Start</b>
8	<b>Wheel Well Liner</b>
9	<b>Running Boards</b>
10	<b>Fog Lamps</b>
11	<b>Carpet Delete</b>
12	<b>Included Sync System (Bluetooth enabled) or equivalent</b>
13	<b>Black Metallic Exterior Paint or equivalent</b>
14	<b>Heated seats</b>
15	<b>Heated Mirrors</b>
16	<b>Trailer Towing Package</b>
17	<b>Air bag suspension assist on rear- auto adjust to maintain minimum psi</b>
18	<b>Include 5 switches in the cab in a row for body upfitter</b>

**WARRANTY :( SPECIFY)**

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**PART V: FORM OF TENDER**

NOTE: All bidders are to utilize only the blanks provided.

I/We the undersigned agree to supply one (1) new truck complete as per the attached tender specifications to the Municipality of Dutton Dunwich’s Public Works Department at 136 Currie Road Dutton, ON. Please note that extra lighting and a back rack will be installed after delivery by the Municipality.

Truck as specified	= _____	A
Net Price	= _____	B
H.S.T (0.13 x B)	= _____	C
NET TENDER PRICE	= _____	E
	(B+C)=E	

State Delivery date F.O.B. \_\_\_\_\_

**Closing Date: 11:00 A.M. April 27, 2023**

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

COMPANY: \_\_\_\_\_

1. Lowest or any bid not necessarily accepted.
2. Price noted is inclusive of all applicable taxes (including but not limited to Tire and Air Conditioning Tax.)
3. Price noted is inclusive of all transport, float charges, etc.
4. Price noted is inclusive of all **licensing and transfer charges**
5. R.I.N number and insurance information will be supplied to the successful bidder. Dependent on delivery date Vehicle will be licensed until December 31, 2023.

Note: License fee and transfer cost shall be provided on a separate invoice and will not be incorporated into the bid price

## **PART VI: STANDARD TERMS AND CONDITIONS**

### **Rights of the Municipality**

- a) The Corporation of the Municipality of Dutton Dunwich is not liable for any costs incurred by the Proponent in the preparation of their response to the Request for Tender or selection interviews, if required. Furthermore, the Corporation of the Municipality of Dutton Dunwich shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Corporation of the Municipality of Dutton Dunwich of any bid or by reason of any delay in the award of the contract.
- b) The lowest submission will not necessarily be accepted and the Municipality reserves the right to accept/reject any or all responses and/or reissue the Request for Tender in its original or revised form.
- c) The Corporation of the Municipality of Dutton Dunwich reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the Request for Tender.
- d) The Corporation of the Municipality of Dutton Dunwich is seeking firm prices.
- e) The Corporation of the Municipality of Dutton Dunwich reserves the right to substitute components where the Municipality considers that an alternative may be more suitable.
- f) The Municipality of Dutton Dunwich reserves the right to modify any and all requirements stated in the Request for Tender at any time prior to the possible awarding of the contract.
- g) The Corporation of the Municipality of Dutton Dunwich reserves the right to cancel this Request for Tender at any time, without penalty or cost to the Corporation of the Municipality of Dutton Dunwich. This Request for Tender should not be considered a commitment by the Corporation of the Municipality of Dutton Dunwich to enter into any contract.
- h) The Corporation of the Municipality of Dutton Dunwich reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the Corporation of the Municipality of Dutton Dunwich reserves the right to begin negotiations with the next selected Proponent.
- i) Tenders shall remain open and subject to acceptance for a period of sixty days (60) days from closing date.
- j) In the event of any disagreement between the Corporation of the Municipality of Dutton Dunwich and the Proponent regarding the interpretation of the provisions of the Request for Tender, the Chief Administrative Officer or an individual acting in that capacity, shall make the final determination as to interpretation.

## STANDARD TERMS AND CONDITIONS

### General Notes to Proponent

- a) The Proponent is not to act on verbal instruction from the Municipality on work they consider to be extra to their contract scope. Extra work can only be authorized by the Municipality and in a written format only. The written form must also include that this work is an extra to the contract scope and the method by which extra costs will be tabulated.
- b) This Tender is made by the Proponent without any connection, knowledge, and comparison of figures or arrangement with any other person or persons submitting a Tender for the same services and is in all respects fair and without collusion or fraud.

### Conflict of Interest

- a) Each Proponent shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g. employed by the Municipality of Dutton Dunwich) and, if so, the nature of that conflict. The Municipality reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proponent. The Municipality's determination regarding any questions of conflict of interest shall be final.

### Character and Employment of Workers

- a) The successful Proponent shall employ only orderly, competent and skillful employees to ensure that the services are carried out in a respectful manner.
- b) In the event that any person employed by the successful Proponent in connection with the service arising out of this Tender gives, in the opinion of the Municipality of Dutton Dunwich just cause for complaint, the successful Proponent upon notification by the Municipality in writing, shall not permit such person to continue in any future service arising out of this Tender.

### Termination of Contract

- a) Either party may terminate this agreement at any time upon giving notice in writing at least thirty days prior to the date of termination without penalty or recourse. In the event of such termination, the Proponent shall be paid for services up to and including the date of termination.

### Sub-Contracts

- a) No subcontracts or collateral agreements shall be permitted with respect to the work of this Tender, except with the Corporation's express written consent and, in advance of commencement of subcontractor activities.
- b) Failure to obtain this consent may result in cancellation of the contract with the successful Proponent.

## STANDARD TERMS AND CONDITIONS

### Insurance and Indemnification

- a) The successful Proponent shall at its own expense obtain and maintain until the termination of the contract and provide the Corporation of the Municipality of Dutton Dunwich with evidence of:
- Professional Liability Insurance on an occurrence basis for an amount not less than Two Million, (\$2,000,000.00) dollars, AND Professional Errors and Omissions on an occurrence basis for an amount not less than Two Million (\$2,000,000.00) dollars and shall **include the Corporation of the Municipality of Dutton Dunwich as an additional insured** with respect to the Proponent's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and proponents' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
  - Automobile Liability on all vehicles owned, operated or licensed in the name of the Proponent in the amount of not less than One Million (\$1,000,000.00) dollars on an occurrence basis.
  - The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Corporation of the Municipality of Dutton Dunwich in writing at least thirty (30) days prior to the effective date of cancellation or expiry.
  - The Successful Respondent shall indemnify and hold harmless the Municipality, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Municipality and against all loss, liability, judgments, claims, suits, demands or expenses which the Municipality may sustain, suffer or be put to resulting from or arising out of the Successful Respondent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Successful Respondent, its agents, officials and employees.
- b) The Corporation of the Municipality of Dutton Dunwich reserves the right to request such higher limits of insurance or other types of policies appropriate to the work, as the Corporation of the Municipality of Dutton Dunwich may reasonably require.
- c) The successful Proponent shall not commence work until such time as the required evidence of insurance has been filed with and approved by the Corporation of the Municipality of Dutton Dunwich. The successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

## **STANDARD TERMS AND CONDITIONS**

- d) The successful Proponent shall indemnify and hold the Corporation of the Municipality of Dutton Dunwich harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Proponent, its agents, officers, employees or other persons for whom the Proponent is legally responsible.

### **Municipality Not Employer**

The Proponent agrees that the Corporation of the Municipality of Dutton Dunwich is not to be understood as the employer to any successful proponent nor to such proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this bid document. Also, in accordance with the Occupational Health and Safety Act, the successful Proponent herewith agrees to be the "constructor" as defined under this act.

### **Protection of Municipality**

- a) The successful Proponent shall at all times well and truly save, defend, keep harmless and fully Indemnify the Municipality of Dutton Dunwich and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Municipality, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied or the supplying thereof, or work or services performed, or the performing thereof, pursuant to this Tender or relating to inventions, copyrights, trademarks or patents, or rights thereto, used in supplying such goods, materials, articles, equipment, or in performing such work or services or arising out of the subsequent use or operation of such goods, materials, articles, equipment or work.
- b) If the Municipality receives a claim that any product or part thereof (herein called the "product") manufactured or supplied by the Proponent infringes a Canadian patent, it shall notify the Proponent promptly in writing and give the Proponent information, assistance and exclusive authority to evaluate, defend and settle such claim. The Proponent shall then at the Proponent's own expense and option (1) settle such claim or (2) procure for the Municipality the right to use such product as is (3) replace or modify it to avoid infringement, or (4) defend against such claims.

### **Invoicing**

- a) The normal payment terms offered by the Corporation of the Municipality of Dutton Dunwich are net 30 days. Payment terms shall only be modified at the sole discretion of the Municipality to take advantage of the discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the Municipality.

## **STANDARD TERMS AND CONDITIONS**

- b) The Proponent agrees that the Municipality shall be entitled to the discount stated herein if payment of invoices for the goods, materials, articles or equipment, work or services, specified or called for in or under this Tender, is made within the period specified herein after acceptance or satisfactory completion thereof, as the case may be, and the receipt by the Municipality of the invoice therefore.
- c) We are requesting firm pricing for the term of the contract. Price changes caused by Government Tax Legislation will be accepted, but these changes must be submitted in writing and accepted by the Municipality of Dutton Dunwich prior to being invoiced. No other price changes will be accepted. All prices quoted shall be in Canadian funds.

### **Standards and Legislation: Failure to Comply**

- a) The successful Proponent may be required to provide written documentation that all material proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the successful Proponent must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Governments or any governmental agency as they pertain to the work described herein. Failure by the successful Proponent to comply with these laws, legislation, regulations and provisions shall be just cause for the Municipality at its discretion to stop performance of this contract, until such times as the successful Proponent complies with these laws, etc. Also the Municipality may at its discretion award the contract to any other proponent or may re-issue the Tender. The Municipality may assess against the successful Proponent any damages whatsoever as a result of failure to comply.

### **Compliance with Laws, Notices, Permits and Fees**

- a) The successful Proponent shall comply with all Federal, Provincial and Municipal Laws, statutes, regulations and by-laws, relevant to this Tender.
- b) The successful Proponent shall obtain the necessary permits, licenses and certificates and pay the fees required for the performance of the work which are in force at the date of the Tender closing.
- c) The successful Proponent shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of the work.

### **Errors and Omissions**

The Corporation shall not be held liable for any errors or omissions in any part of this RFP. While the Corporation of the Municipality of Dutton Dunwich has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this Tender is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Corporation nor is it necessarily comprehensive or exhaustive. Nothing in the Tender is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request for Tender.



## STANDARD TERMS AND CONDITIONS

### Freedom of Information

- a) All information obtained relative to this Request for Tender is the property of the Corporation of the Municipality of Dutton Dunwich. All written Tenders received by the Municipality of Dutton Dunwich become a public record. Once a Tender is accepted by the Corporation of the Municipality of Dutton Dunwich, and a contract is signed, all information contained in them is available to the public, including personal information.
- b) Submissions of Bids as a result of this Tender are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.
- c) 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 Proponent. This would include scientific, technical, financial or labor relations information.
- d) All requests for information must be made in writing and submitted to the Municipality of Dutton Dunwich's Chief Administrative Officer.
- e) In addition, certain contractual information must be disclosed to Council and accordingly may become part of the public record.
- f) Proponents may mark any part of their submission as confidential except the Total Contract Price and their name. A watermark or rubber stamp imprint is suitable for this purpose. The Municipality will use its best efforts not to disclose any information so marked but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

### Default by Proponent

- a) If the Proponent 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 Proponent makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice, terminate the Contract.
- b) Any termination of the Contract by the Municipality as aforesaid shall be without prejudice to any other rights or remedies the Municipality may have.

### Taxes - HST - Extra

All bidders shall provide their Harmonized Sales Tax (HST) registration number in their Tender Submission Form. Note: If the bidder is located outside of Canada and is not a HST Registrant, this may not apply.

## **STANDARD TERMS AND CONDITIONS**

### **OPERATIONAL EQUIPMENT**

- a) The equipment must be supplied with suitable components necessary to ensure satisfactory operation whether or not specified herein.
- b) Where minimums are called for, the units must meet or exceed the minimum stated.
- c) The equipment must be new and not demonstrators.

### **MANUALS**

The manuals identified in the specification must be provided at the time of delivery. Failure to provide the manuals will result in a payment holdback. The cost of the manuals is to be included in the tendered price.

### **IDENTIFICATION**

No dealer markings are to be placed on the vehicles.

### **ALTERNATE PRODUCTS**

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance equivalent of the commodity desired, but the commodity on which proposals are submitted must be of such character, quality and/or performance equivalent that it will serve the purpose for which it is to be used equally as well as that specified. Equivalent is described as a good or service equal to another in value or measure or force or effect or significance. The Municipality in its absolute sole discretion shall deem what is an approved equivalent. In submitting a proposal on a commodity other than as specified, the bidder must furnish complete data and identification with respect to the alternate commodity proposed. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Municipality. If the bidder does not indicate that the commodity they propose to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described in the quotation. However, descriptive literature may be included as long as its sole purpose is only to illustrate and simplify the bid.

### **SUCCESSFUL BIDDERS RESPONSIBILITIES**

The successful bidder shall be responsible for and give adequate attention to the performance and completion of the work in accordance with the terms of this tender and the specifications hereto. They shall be responsible for the supply of all labour, materials and equipment necessary to complete this project.

## STANDARD TERMS AND CONDITIONS

### COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of *Ontario Regulation 429/07* (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act, 2005*, as amended (the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Contractor shall submit to the Municipality, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The Municipality reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.



Municipality of  
**Dutton Dunwich**

Accessibility Regulations for Contracted Services

In accordance with the Ontario Regulation 429/07, Accessibility Standards for Customer Service and Ontario Regulation 191/11, the Integrated Accessibility Standards Regulation, the Municipality of Dutton Dunwich is required to train all third parties or persons who provide goods, services or facilities on behalf of the organization.

Contracted employees, third party employees, agents and others who deal with members of the public on behalf of the Municipality of Dutton Dunwich must meet requirements of Ontario Regulation 429/07 and Ontario Regulation 191/11 with regard to training.

Training for the aforementioned regulations can be accessed online at the following website addresses:

Serve-ability: Transforming Ontario's Customer Service

- <http://www.mcsc.gov.on.ca/en/serve-ability/index.aspx>

Access Forward: Training for an Accessible Ontario

- <http://www.accessforward.ca/>

Ontario Human Rights Code

- <http://www.ohrc.on.ca/en/learning/working-together-code-and-aoda>

Contracted services suppliers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. The suppliers are to ensure that this information is available to the Treasurer any time.

I acknowledge the aforementioned accessibility regulations:

Company Name:

Date

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Authorized Official: Signature

Title and Print Name

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