



Corporation of the Town of Lakeshore
INVITATION TO TENDER

4X4 Cab and Chassis Tender

Closing Location
419 Notre Dame Street
Belle River, ON
N0R 1A0

Attention: Purchasing Coordinator

Closing Date and Time
Complete copies of each proposal must be received by:
12:00 noon local time on

Friday, February 16, 2018

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1. DEFINITIONS

Award: the acceptance by the Town of Lakeshore of a submission to furnish specific goods and/or services.

Contract: an agreement and any attachments thereto approved by the Town of Lakeshore

May: used in this document denotes permissive

Respondent: a company/individual invited to submit a submission in response to this Invitation to Tender.

Invitation to Tender : the document issued by the Town of Lakeshore in response to which Respondents are invited to submit an offer, bid, quotation or proposal for specified goods or services within the terms and conditions of the tender document

Responsible Respondent: a Respondent who has the capability to perform the contract requirements and the integrity and reliability, which will assure good faith and performance.

Responsive Respondent: a Respondent that follows the requirements of the Invitation to Tender, includes all documentation, is of timely submission, and has the appropriate authorized signatures as required on each document.

Selected Respondent: the Respondent whose submission has been selected by the Town of Lakeshore for further consideration.

Shall and Will: used in this document denotes imperative.

Successful Respondent: The Respondent whose submission has been approved by the Town of Lakeshore and its respective authoritative bodies.

Town: Town of Lakeshore

2. INSTRUCTIONS TO RESPONDENTS

2.1 Costs Incurred by Respondents

All expenses involved with the preparation and submission to the Town of Lakeshore, or any work performed in connection therewith shall be borne by the respondent. No payment will be made for any submissions received, nor for any other effort required of or made by the respondent prior to commencement of work as defined by the document approved by the Town of Lakeshore.

2.2 Schedule of Events

The tender process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town of Lakeshore reserves the right to modify any or all dates at its sole discretion.

Release of Invitation to Tender: **February 3, 2018**

Submission Date: **February 16, 2018**

2.3 Respondent's Meeting

Not applicable

2.4 Acceptance of Terms

Each Respondent, by submitting a submission, represents that the Respondent has read, completely understands, and accepts the terms and conditions contained herein in full.

2.5 Clarification

It is the responsibility of the Respondent to seek clarification of any matter that they consider unclear before submitting a submission. The Town of Lakeshore is not responsible for any misunderstanding of the Invitation to Tender on the part of the Respondent.

In order to receive consideration queries shall be received three (3) calendar days prior to closing. After this date and time no response will be forthcoming.

The Town of Lakeshore reserves the right not to respond to questions and to distribute copies of any questions and responses to all registered parties. Only information provided in writing by the designated contact person will serve to change the requirements of the request. Oral clarification will not be interpreted to change the terms of the request.

No employee or agent of the Town of Lakeshore is authorized to amend or waive the requirements of the Invitation to Tender in any way unless the amendment or waiver is signed by the Town of Lakeshore's designate. Under no circumstances shall the Respondent rely upon any information or instructions from the Town of Lakeshore, its employees, or its agents unless the information or instructions are provided in writing in the form of Addenda issued by Ron Steinwender, Manager, Public Works Services Division. Neither the Town of Lakeshore, its employees, nor its agents shall be responsible for any information or instructions given to the Respondent, with the exception of information or instructions provided in writing by the Ron Steinwender, Manager, Public Works Services Division designate.

Any information or changes to the requirements of this submission will be sent to each Respondent in the form of an addendum by facsimile and/or courier and issued by Ron Steinwender, Manager, Public Works Services Division.

2.6 Amendments to Solicitations

In the event that this solicitation is amended via addendum, all terms and conditions, which are not modified, shall remain unchanged. Each Respondent shall acknowledge receipt of any addenda to this solicitation by signing and returning a copy of such addendum with its submission.

2.7 Submission Process

Each Respondent is asked to submit their submission in a sealed envelope, include name of respondent and clearly marked as to contents.

All submissions shall be received by the:

Purchasing Coordinator,
Town of Lakeshore
419 Notre Dame Street
Belle River, ON
N0R 1A0

on or before noon (local time) on February 16, 2018

Submissions will be opened at 12:05 p.m. local time, of the same day in Council Chambers. All submissions to be considered responsive and responsible must be legibly signed by an individual(s) who has the authority to bind the organization. Faxed or electronic submissions will not be accepted to the Invitation to Tender.

The onus unequivocally remains with the Respondent to ensure that submissions are delivered to the Purchasing Coordinator, by closing time, in accordance with the submission process. Misdirected submissions, submissions received after the closing date and/or time will not be accepted and will be returned unopened. Requests for extensions of closing date or time will NOT be granted and adjustments to submissions by telephone, fax or electronically will not be considered.

Respondents will be permitted to withdraw their submission unopened after it has been deposited, if such request is received in writing, by the Purchasing Coordinator prior to the closing date and time specified in this document. When the withdrawal is made in person and the person is other than a senior official of the company, and for letter withdrawals, the authenticity of the request must be confirmed by telephoning a responsible official of the company.

Submissions must be legible and completed in ink or typewritten. Erasures, overwriting, strikeouts will not be reason for rejection, provided all such changes remain legible and have been initialled by the authorized person signing on behalf of the Respondent.

Submissions that are incomplete, conditional or obscure will be considered non-compliant.

2.8 Format of Submission

The Form of Submission shall be signed and witnessed by responsible officers of the company and the company and individual will be clearly identified.

Submissions not in conformance with the above criteria may be deemed non-compliant and be rejected. Respondents are required to return all mandatory forms and declarations (where applicable) supplied by the Town of Lakeshore or their submission may be rejected. Forms to be returned will be yellow in colour for your convenience.

2.9 Submission Expiry Date

Respondents hereby acknowledge their Submissions shall be irrevocable for the period 90 days after the closing date.

3. TERMS OF REFERENCE/SPECIFICATIONS

3.1 Accept or Reject

The Town of Lakeshore reserves the right to accept or reject any or all submissions received.

3.2 Announcement

No announcement concerning the successful submission(s) will be made until approved by the appropriate bodies.

3.3 Legislative & Licensing Requirements

All Respondents and submissions must comply with any law, including all legislation and regulations, which may be applicable to the goods/services provided subsequent to the Invitation to Tender.

Any agreement that results from this Invitation to Tender will be subject to the laws of the Province of Ontario and Canada.

3.4 Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

In accordance with the Municipal Freedom of Information and Protection Act, 1987, R.S.O. 1990, c.F.31, this is to advise that the personal information Respondents provide is being collected under authority of the Municipal Act and will be used exclusively in the selection process. All submissions submitted become the property of the Town. Because of MFIPPA, Respondents are reminded to identify in their submission material, any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete submissions are not to be identified as confidential.

3.5 Potential for Conflict of Interest

Respondents must declare all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future.

3.6 Collusion

Respondents must declare that the offer is not made in connection with any other bidder submitting an offer for the same goods/services and is in all respects fair without collusion or fraud.

3.7 Purchasing By-law

Tenders will be called, received, evaluated, accepted and processed in accordance with the Town of Lakeshore's Purchasing By-law and Procedures. By submitting a bid to this request, the Bidder agrees to be bound by the terms and conditions of such By-law and Procedures and any amendments thereto, as fully as if they were incorporated herein.

		SECTION 1 - INTENT			
1.0		SCOPE AND PURPOSE			
	1.1	<p>The scope and purpose of this specification is to define the Municipality's requirements with regard to the supply and delivery of, One (1) 4X4 Cab and Chassis. This equipment must be a specially designed cab and chassis meeting the requirements to accommodate the service body designed for the truck.</p> <p>The cab to axle ratio is to be on or about 84.0 inches.</p>			
2.0		GENERAL			
	2.1	<p>Please state cab and chassis:</p> <p>Make: _____</p> <p>Model: _____</p> <p>Year: _____</p>			
	2.2	<p>Please state Service Body Manufacturer:</p> <p>Make: _____</p> <p>Model: _____</p> <p>Year: _____</p>			
	2.3	<p>The vehicle supplied must meet the provisions of the following with supporting documentation: The Canadian Motor Safety Act and the regulations made there under, which are in effect on the date of the vehicle manufacture. CMVSS Certified Ministry of Transportation for Ontario Certified Engineering CWB 47.2 certified for welding</p>			
		SECTION 2: CAB & CHASSIS			
3.0		ENGINE			
	3.1	6.0 litre, minimum diesel engine, liquid cooled			
	3.2	State horse power rating _____ H.P.			
	3.3	State engine size _____ Litres			
	3.4	State torque _____ lbs./ft			
	3.5	Number of cylinders _____			

	3.6	State fuel efficiency City _____ L/KM Highway _____ l/km			
	3.7	Block heater - single element - 115 volt			
	3.8	Cooling system to be protected to -35°C			
	3.9	Oil filter spin-on type			
	3.10	Air cleaner - dry type			
	3.11	Exhaust to be routed to the driver's side.			
4.0		TRANSMISSION			
	4.1	Shall be heavy duty, automatic, minimum five speeds forward, one reverse with "Shift-on-the-go" 4-Wheel Drive			
	4.2	State actual transmission make and model _____			
	4.3	State number of forward speeds _____			
	4.4	Shifter will be column mounted.			
	4.5	Additional, external transmission cooler, oil to air shall be supplied.			
5.0		CHASSIS			
	5.1	Weight GVWR 18,000 lb. minimum. State Actual _____ lb.			
	5.2	Wheel-base to accommodate an 11' Service Body. State actual wheel-base _____ inches			
	5.3	Front axle load carrying capacity minimum 7,000 lb. State actual _____ lb.			
	5.4	Rear axle load carrying capacity minimum 13,660 lb. State actual _____ lb.			
	5.5	Payload shall be a minimum of 9,000 lb State _____ lb.			

	5.6	Auxiliary springs shall be supplied.			
	5.7	Single speed differentials, limited slip. State ratio: _____			
	5.8	Heavy duty gas shocks front and rear to be compatible with maximum load as specified above.			
	5.9	Front and rear stabilizer bar.			
	5.10	Two frame mounted front tow hooks will be installed.			
	5.11	Factory trailer towing package with electric brake system installed in cab.			
	5.12	State towing package: Class: _____ Weight capacity: _____ lb.			
	5.13	Standard front bumper shall be supplied.			
	5.14	Front fenders will have form fitted mud flaps.			
6.0		STEERING			
	6.1	Full hydraulic power assisted steering.			
7.0		BRAKES			
	7.1	Power assisted hydraulic service brakes. State assist type: _____			
	7.2	Anti-lock brakes will be standard.			
	7.3	Heavy duty rear brakes. State, drum or disc _____			
	7.4	Heavy duty front brakes. State, drum or disc _____			
	7.5	Parking brakes - standard mechanical. State type used _____			
8.0		ELECTRICAL			
	8.1	System shall be 12 volt, negative ground.			

	8.2	Alternator shall be no less than 200-AH. State actual _____			
	8.3	Dual electric horns.			
	8.4	O.E.M. in-dash powered switches (6pak) for body Builder lighting install.			
	8.5	Backup alarm to be installed. Reverse gear activated.			
	8.6	Batteries - shall be dual heavy duty, maintenance free type with CCA rating of no less than 850. State actual _____			
	8.7	Trailer tow preparation package shall be supplied and will include trailer brake wiring/feed kit.			
9.0		TRUCK CAB			
	9.1	The cab will be easily accessible with running boards complete with open grate anti-slip step area.			
	9.2	Cab grab handles will be installed on each side.			
	9.3	Cab to be painted manufacturer's "RED"			
	9.4	Factory installed air conditioning will be included.			
	9.5	Heater - re-circulating hot liquid, dual defrosting fresh air.			
	9.6	Defogger - windshield and side windows.			
	9.7	Glass - all solar tinted, safety plate.			
	9.8	Dual sun visors.			
	9.9	Standard AM/FM radio shall be supplied with BLUETOOTH capability			
	9.10	Auxiliary power point for accessories.			
	9.11	Front seats will be 40/20/40 split bench, includes under seat storage, centre armrest, cup holder and storage. They will be heavy duty cloth upholstery, dark grey in colour. Rear seats will be 60/40 fold up bench seat.			
	9.12	Cab shall include power windows, both windows shall be able to be operated from driver's seat.			

	9.13	Floor Covering – to be rubber and have molded floor mats both sides.			
	9.14	Gauges to include: speedometer, odometer, fuel lever, voltmeter, temperature, oil pressure, tachometer, trip odometer.			
	9.15	Windshield wipers shall be two (2) speed intermittent.			
	9.16	Cab interior dome light.			
	9.17	Mirror inside - as supplied standard.			
	9.18	Exterior mirrors - dual left hand and right hand, trailer tow type, glass size shall be on or about 10 1/2" x 7 1/2", mirror glass shall be one piece. Supplied size: _____			
10.0		FUEL TANK			
	10.1	Fuel tank filler neck to be made accessible to fit the service body.			
	10.2	Fuel tank 150 litres minimum. State size: _____ litres			
	10.3	Tank shall be located rear of axle, between frame rails.			
	10.4	Tank to be full of fuel on delivery.			
	10.5	Safety decal indicating 'Fuel Type Only" installed.			
11.0		WHEELS AND TIRES			
	11.1	(7) Seven - Ten-hole steel rims, 19.5" x 6.0".			
	11.2	All tires to be winter lug first line, steel-belted radial ply tires. Two(2) front and one(1) spare and four(4) rear.			
	11.3	Tires must be LT225/70R 19.5 minimums. State actual make: _____ State actual size: _____			
		SECTION 3: BODY			
12.0		LIGHTING AND ELECTRICAL			
	12.1	All lights to comply with the <u>Ontario Highway Traffic Act.</u>			

	12.2	Complete body electrical system to be sealed against moisture using a high quality adhesive type shrink tube. All wiring to be sealed and installed (fastened) in a manner to prevent it from damage and prolong its life.			
	12.3	Junction box to be moisture sealed type, mounted in a manner as to be easily accessible when servicing, and in a position free from being damaged. Junction box location to be pre-approved by municipality before installation.			
	12.4	LED licence plate light.			
	12.5	There will be 4" L.E.D. stop/turn/tail and reverse lights mounted on each rear of chassis.			
13.0		PAINT			
	13.1	Body to be shot blasted, epoxy ZINC primed and painted Imron 5000 'ELITE' SS paint process. Color: "RED" to match cab/chassis. "BAKED FINISH" Specify: _____.			
14.0		2" TRAILER HITCH SOCKET			
	14.1	(2") Class V Trailer hitch receiver with a 19,000 lb. G.W.R. minimum to be installed. This receiver will be flush or exceed the rear bumper. It will be at the same height as the rear bumper. There will be a 10" high, 3' wide step over the hitch area. A wired RV trailer plug to be located in this area.			
	14.2	Trailer hitch receiver mounting height should be around 18" measured from ground level to the center line of the socket.			
	14.3	Two (2) safety chain brackets supported to the structure.			
	14.4	Body builder to extend fuel tank filler neck and DPF tank brackets if required.			
	14.5	Paint color – the rear plate mounting structure is to be painted black.			
		SECTION 4: WARRANTY, SERVICE & DELIVERY			
15.0		WARRANTY, PARTS AND SERVICE			
	15.1	Since the continuous operation of municipal equipment is of the utmost importance and sometimes of, an emergency nature, it is necessary that the successful			

		bidder be in a position to render prompt parts and service. The successful bidder shall maintain and/or have access to parts inventory within Ontario. Said parts inventory shall be of sufficient size and variety to offer a level of parts availability of 95% within 48 hours from the time of order by the customer. Availability of normal maintenance items such as filters, belts, hydraulic lines and hoses shall not exceed 24 hours. Bidder shall attach his/her proposed program for parts and service availability for evaluation. Bidder ability to provide prompt parts and service shall be considered when evaluating low qualified bidder.			
	15.2	Please state closest dealer for parts and service. City _____ Distance _____ km			
	15.3	The cab and chassis shall include the standard manufacturer's warranty, and a signed copy of which shall be included with the RFP documents.			
	15.4	Warranty shall be effective from customer's "In Service" date.			
	15.5	State Warranty details for Cab and Chassis (attach warranty documents with proposal) _____ _____			
16.0		DELIVERY			
	16.1	State the maximum number of calendar days required to deliver this order complete from time of purchase order issued: _____ days			
	16.2	Contact Ron Steinwender to set-up delivery dates/times. Town of Lakeshore 419 Notre Dame St. BelleRiver, Ontario, N0R 1A0 rsteinwender@lakeshore.ca Telephone: (519) 728-2700, extension 291.			

	16.3	Completed truck deliveries will the responsibility of the vendor, delivery to be FOB: Town of Lakeshore, 419 Notre Dame, Belle River, ON.			
17.0		ADDITONAL OPTIONS			
	17.1	Krown undercoating to be installed.			
	17.2	To be applied to entire undercarriage of cab, chassis and service body. This undercoating is to include the engine and transmission oil pan.			
	17.3	If other undercoating is to be used it must be approved by the Town of Lakeshore.			
18.0		DEMONSTRATION			
	18.1	The vendor or manufacturer of the proposed equipment shall, at the request of the customer demonstrate his/her product at a location chosen by the customer and in the presence of authorized customer representatives to prove out any feature which may be in question. Failure of the demonstration equipment to meet customer requirements may be adjudged as non-conformance of these specifications.			
19.0		DEALER INFORMATION			
	19.1	New Vehicle Information Statements to be supplied with vehicle.			
	19.2	Vehicle to be supplied without a licence.			
	19.3	All pre-service to be completed by dealer before delivery.			
	19.4	No trade-ins.			
	19.5	Three sets of keys per vehicle are to be supplied.			
	19.6	Two complete sets of service and parts manuals to be supplied at time of delivery.			
	19.7	Note: A suitable amount of the total invoice will be withheld at the time of delivery, if there are any shortages.			
	19.8	MTO safety to be performed with paperwork supplied at delivery			

Town of Lakeshore
Invitation to Tender 4 x 4 Cab and Chassis
Closing Date: Friday, February 16, 2018

SECTION 5- PRICING		
20 .0	PROPOSAL PRICE	
	Price of One (1) Cab and Chassis	\$
	Price of One (1) Service Body	\$
	HST	\$
	Total:	\$

Section 4
FORM OF TENDER

I/We, the Undersigned, having examined Invitation to Tender including the Instructions to Bidders, Terms of Reference and the Form of Tender, do hereby affirm the acceptance of the requirements of the Invitation to Tender. I/We certify that the information supplied in this tender to be true and complete in all respects.

I/We acknowledge receipt and consideration of all addenda numbered ____ to ____ inclusive in this bid document.

I, We _____
(PRINT NAME) (POSITION)

of _____
(BIDDER'S NAME)

Dated at _____ this _____ day of _____, 20_____.

AUTHORIZED SIGNATURE PRINT NAME HERE

STREET ADDRESS

CITY PROVINCE POSTAL CODE

TELEPHONE FAX E-MAIL

If the bidder is a corporation this form is to be duly signed by an officer authorized to bind the corporation and include the company seal.

Company Seal

Section 5

CHECKLIST

The following serves as a checklist to ensure that requirements for the tender have been considered or are included as applicable. This has been provided for assistance only and may not be all inclusive in every circumstance. The bidder is cautioned to review the requirements of this specific tender.

- Inclusion of addenda/acknowledgement of addenda
- Form of Tender, duly signed
- Pricing Summary Sheet
- Details of Warranty or sample of warranty, if applicable

Section 6

STANDARD TERMS AND CONDITIONS FOR TENDERS

SCOPE:

These Standard Terms and Conditions form a part of each bid and apply in like force to contracts or purchase orders for the purchase of materials, supplies, equipment and services. All bids submitted to the Town will bind bidders to the terms and conditions herein set forth, except as otherwise stated in the bid document.

DEFINITIONS:

Town: The Town of Lakeshore

Bidder: Any Individual, Firm, Company or Corporation submitting a bid to the Town

SUBMISSION OF BIDS:

1. Bids must be submitted on and in accordance with forms supplied by the Town. Telephone or fax bids will not be accepted.
2. Bids must be submitted on or before the closing date and time specified.
3. Bidders are cautioned to verify their bids before submission. Bids received by the Town later than the time and date specified cannot be considered. This applies to all bids whether sent by mail or delivered in person.
4. All information required in connection with each item against which a bid is submitted must be given to constitute a valid bid.
5. Bids must be submitted for all requirements listed in the bid document unless otherwise specifically indicated.
6. 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 issued simply to indicate the 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. In submitting a bid on a commodity other than as specified, the bidder must furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Town. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder is to furnish the exact commodity as described in the bid document.

The Town is subject to payment of sales, value added and excise taxes imposed by the Federal and Provincial Governments and such taxes must be shown separately on the bid sheet unless specifically indicated in the invitation to tender.

7. Prices indicated shall be F.O.B. destination, unless otherwise noted.
8. In the event of any discrepancy between the unit price and the extension, the unit prices shall govern.
9. Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity(ies) or services and is in all respects fair and without collusion or fraud.
10. Bid Deposit, if required, must be submitted in the form specified and in the amount indicated. Failure to submit the bid deposit as required will result in an automatic rejection.
11. Performance surety binding the bidder to fulfill the obligations of his bid as accepted may be required. Failure to comply within this requirement will be interpreted as an inability to enter into a contract and the bid deposit (if any) forfeited.

Award:

12. The Town reserves the right to make awards within ninety (90) days from the date bids are opened, unless otherwise specified in the bid document, during which period bids shall not be withdrawn.

Contract:

13. Each bid will be received with the understanding that the acceptance in writing by the Town of the bid to furnish all or any part of the commodities or services described therein shall constitute a contract between the bidder and the Town, which shall bind the bidder on his part to furnish and deliver the commodities or services at the prices given and in accordance with conditions of said accepted bid and specification and STANDARD TERMS and CONDITIONS, and the Town on its part to take delivery of and pay for the commodities or services at the contract prices.
14. No alterations or variations of the Terms and Conditions of the contract shall be valid or binding upon the Town unless authorized in writing.
15. It is mutually agreed and understood that the bidder shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without prior written consent of the Town.
16. The placing in the mail to the address given in his bid or delivery of a notice of award to a bidder will constitute notice of acceptance of contract. When so requested by the Town, the bidder shall execute a formal contract with the Town for the complete performance specified therein.
17. The contract may be cancelled by the Town for non-performance without penalty.

18. Failure of the bidder to deliver within the time specified or within reasonable time as interpreted by the Town or failure to make replacements of rejected commodities when so requested, will constitute authority for the Town to purchase in the open market against rejection on any contract when necessary. On all such purchases, the bidder agrees to promptly reimburse the Town for excess costs occasioned by such purchases.

Contract Guarantee:

19. Bidder hereby covenants and agrees:
- (a) to perform the contract in accordance with the specifications and bid under which the contract is awarded;
 - (b) to save the Town, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the bidder is not the patentee, assignee or licensee;
 - (c) to guarantee all services and/or commodities against defective material or workmanship and to repair or replace any damage or marring occasioned in transit. This guarantee is for a minimum of 12 months (unless otherwise specified in the invitation to tender) from date of acceptance of the commodities or services;

Delivery:

20. Any equipment delivered must be standard new equipment of the latest model unless specifically requested in the bid document. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances, which are usually provided in the manufacturer's stock model, shall be furnished.
21. Delivery must be made in accordance with the contract. If no delivery instructions are included in the contract, it will be interpreted to mean prompt delivery. Burden of proof of delay in receipt of the commodity shall rest with the bidder.

Force Majeure:

22. Both the Town and the bidder shall not be held liable for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars (whether war has been declared or not), acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the bidder or the Town. However, lack of finances or shortage of labour is not Force Majeure. Should the performance of any contract be delayed or prevented as herein set forth, the party that encounters such difficulty agrees to give immediate written notice and explanation of the course and probable duration of any such delay to the other party.

Special Provisions

23. Where special provisions are contained herein, it should be noted that these special provisions supersede any of the foregoing Tender Terms and Conditions.

**APPENDIX “A” TO PURCHASING POLICY
 IRREGULARITIES CONTAINED IN BIDS**

IRREGULARITY	RESPONSE
1. Late bids	Automatic rejection, not read publicly and returned unopened to the bidder
2. Unsealed envelopes	Automatic rejection
3. Bid surety insufficient or not submitted with the bid when the bid request (or any addenda) indicated that such surety is required	Automatic rejection
4. Execution of Bid Bonds: <ul style="list-style-type: none"> • Corporate seal or equivalent proof of authority to bind company or signature of the BIDDER or both missing • Corporate seal or equivalent proof of authority to bind company or signature of BONDING company missing 	Automatic rejection
5. Other Bid Security: <ul style="list-style-type: none"> • Cheque which has not been certified 	Automatic rejection
6. Documents, in which all necessary Addenda have not been acknowledged	Automatic rejection
7. Failure to attend mandatory site visit	Automatic rejection
8. Bids received on documents other than those provide by the Town of Lakeshore	Automatic rejection
9. Failure to insert the Tenderer’s business name in the Form of Tender	Automatic rejection
10. Signature page missing	Automatic rejection
11. Failure to complete document in ink or typed. Must be legible	Automatic rejection
12. Pricing page missing	Automatic rejection
13. Conditions placed by the Tenderer on the Total Contract Price	Automatic rejection

IRREGULARITY	RESPONSE
14. Part bids (all items not bid)	Acceptable unless complete bid has been specified in the request
15. Bids containing minor clerical errors	2 working days to correct initial errors. Town reserves the right to waive initialing and accept bid
16. Alternate items bid in whole or in part	Available for further consideration unless specified otherwise in request
17. Unit prices in the schedule of prices have been changed but not initialed	2 working days to correct initial errors. Town reserves the right to waive initialing and accept bid
18. Mathematical errors which are not consistent with the unit prices	2 working days to initial corrections. Unit prices will govern.
19. Other mathematical errors	<ul style="list-style-type: none"> a. If both the unit price and the total price are left blank, then both shall be considered as zero b. If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity c. If the total price is left blank for a lump sum item, it shall be considered as zero d. If the tender contains an error in addition and/or subtraction and/or transcription in the approved tender documentation format requested (i.e. not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern
20. Bid documents which suggest that the bidder has made a major mistake in calculations or bid	Consultation with a Solicitor on a case-by-case basis

Town of Lakeshore
Invitation to Tender 4 x 4 Cab and Chassis
Closing Date: Friday, February 16, 2018