



**TENDER PW 2019-05  
TWO NEW 2018 OR 2019 4x4, 1/2 TON  
FULL FOUR DOOR PICKUP TRUCKS**

**PLEASE NOTE: BID REGISTRATION**

**Bid Registration is provided and mandatory to assist in the issuance of any addendum/addenda (via fax or email), should the need arise. Prospective Proponents are required to register and also check the Municipality's Website for any addendum(s) that may have been issued prior to submission of their final documents. The Municipality of Brighton is not responsible for the Proponent's failure to register for updates or addendum/addenda to the originally posted Bid; it is the Proponent's responsibility.**

**To Register Bid Please Email: [lisa@brighton.ca](mailto:lisa@brighton.ca)**



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**FULL FOUR DOOR PICKUP TRUCKS**

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**PART I – INVITATION TO BID**

The Corporation of the Municipality of Brighton (later referred to as "the Municipality") invites qualified and experienced bidders to submit a Tender for Two New 2018 or 2019 4x4, 1/2 ton, Full Four Door Pickup Trucks.

All inquiries are to be submitted in writing to: Murney Gibson, Mechanic  
The Municipality of Brighton  
67 Sharp Road  
Brighton, Ontario K0K 1H0  
[mgibson@brighton.ca](mailto:mgibson@brighton.ca)

Sealed envelopes, clearly marked as to the contents, will be received at the Brighton Public Works and Development Office, 67 Sharp Road, Brighton, Ontario, until 2:00 p.m. local time on **Wednesday, April 17, 2019**. The Bidders name and address are to be clearly indicated on the left top corner on the front of the envelop.

**THE MUNICIPALITY RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS WITHOUT FURTHER QUESTIONS OR REDRESS FROM ANY RESPONDENTS AND RESERVES THE RIGHT TO ACCEPT ANY TENDER OTHER THAN THE LOWEST BIDDER. ALL TENDERS ARE AWARDED BY RESOLUTION OF COUNCIL.**

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## 1.0 DELIVERY OF TENDERS

### 1.1 Tenders will be received at:

The Municipality of Brighton  
Public Works and Development Office  
Attention: Murney Gibson, Mechanic  
67 Sharp Road  
Brighton, Ontario K0K 1H0

Tenders will be publicly opened on **Wednesday, APRIL 17, 2019 at 2:00 p.m.** local time, at the same location.

**Note:** The use of the mail, or courier services, or any third party for delivery of a Tender will be at the risk of the Bidder. A Tender must be received at the Municipality of Brighton, Public Works and Development Office, by the closing date and time, or it will be returned to the Bidder unopened.

- 1.2 Tenders shall be submitted on the supplied Form of Tender, which shall be completed in every respect, with all blank fields filled in legibly. Tenders must be properly signed and sealed; otherwise the Tender may be rejected as informal. Sealed envelopes, clearly marked with "Tender PW 2019-05, Two New 2018 or 2019 4x4, 1/2 ton, Full Four Door Pickup Trucks", must be submitted.
- 1.3 Tenders may be withdrawn, by written notice to Murney Gibson, Mechanic, at a time no greater than two (2) hours prior to the opening of the first Tender.
- 1.4 Tenders will not be accepted if submitted by fax or email.
- 1.5 Claims for extras, on the basis that Work was noted in one or more of the Contract Documents and not shown or noted in another, shall not be entertained.
- 1.6 Tenders must be submitted without any knowledge, comparison of figures or arrangements with any other person making any Tender or estimate for the same purpose. Tenders must also be submitted without collusion or fraud and that no officer of the Municipality shall become interested, directly or indirectly, as a contracting party, partner, surety or otherwise in or in the performance of the Contract, or in the supplies, work or business to which it relates, or in any of the monies to be derived therefrom.

- 1.7 The Bidder shall give the unit price both in words and in figures, except as permitted otherwise, shall fill in all blank spaces for unit prices, item prices, Time of Completion and other information.
- 1.8 A Bidder who has already submitted a Tender may submit a revised Tender at any time prior to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Proponent.
- 1.9 Tenders which are unbalanced, incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal.

## **2.0 OVERVIEW**

- 2.1 The purpose of this Tender document is to solicit interested parties to provide all services necessary to supply the Municipality with Two New 2018 or 2019 4x4, 1/2 ton, Full Four Door Pickup Trucks.
- 2.2 Materials and work which are not specifically described, or shown, in the Contract Documents, but the necessity of which can be reasonably inferred from the Contract Documents, shall be supplied and performed by the Bidder at no additional cost to the Municipality and the Bidder shall not claim extra payment, or an extension of the time for completion on account thereof.

## **3.0 INQUIRY**

- 3.1 Any questions regarding this Tender must be received in writing, by email, no later than **2:00 p.m. on Monday, April 8, 2019** and must be directed to Murney Gibson, Mechanic, Municipality of Brighton, at [mgibson@brighton.ca](mailto:mgibson@brighton.ca). Inquiries with a response that may result in a change(s) of the interpretation of the Tender will be addressed in an addendum, a copy of which all plan takers can obtain from the municipal website after 2:00 p.m. on Tuesday, April 9, 2019.

## **4.0 DEFINITIONS**

- 4.1 See Appendix 'A' for definitions that apply hereto.

## **5.0 PREPARATION OF PLANS AND SPECIFICATIONS AND SUPERVISION OF WORK**

- 5.1 Should a Tenderer find discrepancies, omissions, or ambiguities, or not agree that the materials and construction methods specified will provide an installation which meets the requirements of the intended vehicle, the Tenderer shall notify the Municipality in writing at least seven (7) calendar days prior to the Tender opening date. No oral interpretation made by the Municipality will be effective to modify any aspect of the Contract Documents. Each addendum (if any issued) shall be acknowledged by the Tenderer, signed and included with the Tender.

## **6.0 ITEMS**

- 6.1 All items are contained in the Form of Tender. Please provide a unit price and total cost for each item and a cost for the project completion.

## **7.0 SUBCONTRACTORS**

- 7.1 Should the Bidder choose to employ subcontractors to perform work under this Project, a list of proposed subcontractors shall be included with the Tender submission for approval from the Municipality.
- 7.2 Bidders are to complete the attached Subcontractor Form and submit it with their Tender package. The Municipality reserves the right, in its sole discretion, not to recommend an award to any Bidder whose named subcontractor(s) is/are deemed to be unsuitable, or has/have an unsatisfactory health and safety record and/or record of performance. Proponents using subcontractors shall be responsible for the subcontractor's quality of work and rectification of substandard work.
- 7.3 The successful Bidder will be responsible to the Municipality to guarantee that each Subcontractor carries the required amount of insurance, subject to the inclusive limits, as noted in this document. The Bidder will obtain, for the benefit of the Municipality as requested, certificates of insurance from each subcontractor. Each certificate of insurance is to be submitted with the Tender package.

## **8.0 RIGHT TO ACCEPT OR REJECT TENDERS/SUB-CONTRACTORS**

- 8.1 The Municipality reserves the right to reject any or all Tenders or to accept any Tender if it is in the best interest of the Municipality to do so.

- 8.2 By submitting a Tender, the Bidder acknowledges that there shall be no claims against, or entitlement to damages from, the Municipality by reason of the Municipality's rejection of any bid or all bids.

## **9.0 ABILITY AND EXPERIENCE OF BIDDER**

- 9.1 The Municipality does not intend to award the Contract to any Bidder who does not furnish satisfactory evidence that the Bidder has the ability and experience required in this class of work and that the Bidder has sufficient capital to execute the Work successfully and to complete it in the time required by the Contract. The appropriate schedule in the Form of Tender must be completed; otherwise the Tender may, but shall not necessarily, be rejected as informal.

## **10.0 UNBALANCED OR INCORRECT TENDERS**

- 10.1 The unit price on the Form of Tender shall be a reasonable unit price for each item. The Municipality shall be the sole judge of such matters. Any Tender considered by the Municipality to be unbalanced may be rejected.
- 10.2 When the amount for an item does not agree with the extension of the estimated quantity and the Tendered unit price, the unit price shall govern and both the item amount and the total Tender price shall be corrected accordingly. If the unit price is left blank, but a total price is shown for the item, then the unit price shall be determined by dividing the total price by the estimated quantity.
- 10.3 If both the unit price and the total price for an item are left blank, then the Tender submission shall be considered unbalanced.
- 10.4 Notwithstanding the values that may have been read out at the Tender opening, the corrected Tender values, as determined by the procedures contained herein, shall be used to establish the ranking of the Tender submissions.

## **11.0 TENDER LEFT OPEN**

- 11.1 The Bidder shall keep its Tender submission open for acceptance for thirty (30) days after its submission, unless the submission has been withdrawn in accordance with article 1.3.



## **12.0 AWARD AND EXECUTION OF CONTRACT**

- 12.1 For the purpose of this Contract, the date of award of the Contract shall be deemed to be the date when the Municipality has, in writing notified the successful Bidder by registered mail, courier or fax that the Condition Precedent to Award has been satisfied. Award of this Contract will be by Council Resolution and the date that it will be presented to Council, will be on or about **May 6, 2019**.
- 12.2 Without limitation and to summarize the requirements of other paragraphs of the Information for Bidders, the following documentation is required from the Contractor prior to execution of the Contract:
- i. Bidder's HST Registration Number;
  - ii. List of sub-contractors, if applicable; and
  - iii. Proof of insurance.
- 12.3 The successful Bidder will be required to execute three (3) copies of the Contract within ten (10) working days of the date of award of the Contract.
- 12.4 If the Bidder refuses or fails to execute the Contract within ten (10) working days of the date of award, it will be considered that the Bidder has abandoned all rights and interests in the Contract. The Municipality shall, in such event, be free to award the Contract to another Bidder or to re-bid the Work.

## **13.0 PAYMENTS**

- 13.1 The Municipality will receive an invoice/payment certificate from the successful Proponent once the vehicle(s) has/have been delivered to the Municipality of Brighton, complete with all equipment, with no defects and deficiencies, as well as after inspection by our Equipment Supervisor. Payment will be made 30 days after delivery to the Municipality.

## **14.0 ALTERATIONS, EXTRAS, DEDUCTIONS AND CLAIMS**

- 14.1 Any extra work must be approved by the Municipality in writing prior to commencing the extra work.
- 14.2 In the event of any circumstances arising at any time which, in the Proponent's opinion would entitle the Proponent to additional compensation and which are not fully provided for herein, the Proponent shall at once, on the discovery of such circumstances, notify the Municipality, in writing and shall state clearly and fully the circumstances, and the additional sum or

compensation demanded, or otherwise there shall be no claim in respect thereof.

## **15.0 DEFAULT AND TERMINATION**

15.1 In the event the successful Proponent does not follow the work specified in the Contract Documents, then:

15.1.1 the Municipality reserves the right to terminate any Contract, in whole or in part, and in the event of such termination no payment will be owing by the Municipality on account of said Contract and the Proponent will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the Municipality; or

15.1.2 if the Municipality does not terminate this Contract for lateness, the Municipality may deduct and setoff from any payments owing to the Proponent all additional costs the Municipality reasonably incurs on account of the lateness.

15.2 The Municipality may, by written notice at any time, cancel the Contract with respect to the item which, as of the date of cancellation, has not been received, and/or completed.

15.3 If the Municipality terminates the Contract, then the Municipality may:

15.3.1 Enter into contracts with other persons to complete the vehicle;

15.3.2 Withhold payment of any amount owing to the Proponent under the Contract for the performance of the work;

15.3.3 Setoff the total cost of completing the Work incurred by the Municipality against any amounts owing to the successful Proponent under the Contract, and at the completion of the Work pay to the Proponent any balance remaining; and

15.3.4 If the total cost to complete the Work exceeds the amount owing to the successful Proponent, charge the Proponent the balance, which amount the Proponent will forthwith pay.

## **16.0 DELIVERY OF VEHICLES**

- 16.1 Delivery of the completed trucks to be **no later than June 30, 2019**, and will be delivered to the Municipality of Brighton, 67 Sharp Road, Brighton, Ontario, K0K 1H0.

## **17.0 CANADIAN MOTOR VEHICLE STANDARDS**

- 17.1 The item offered should meet or surpass the mandatory requirements of the "Canadian Motor Safety Regulations" and the latest applicable S.A.E., I.E.M.C. and O.S.H.A. recommended practices, where the use of such item may be covered by these regulations.

**PART III – FORM OF TENDER**

**COMPANY INFORMATION**

NOTE: PLEASE USE INK OR PRINTER

Name of Company: \_\_\_\_\_

Address/City/Town: \_\_\_\_\_

\_\_\_\_\_ Postal Code

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name of Person Signing for Company: \_\_\_\_\_

Position of Person Signing for Company: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

HST Number: \_\_\_\_\_

**TENDERS RECEIVED BY:**

The Municipality of Brighton  
Public Works and Development  
Attention: Murney Gibson, Mechanic  
67 Sharp Road  
Brighton, Ontario K0K 1H0

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

We acknowledge that we have received addenda numbered \_\_\_\_ to \_\_\_\_ inclusive, and the prices Tendered include provisions set out in such addenda.

**NOTE: Your Tender will be rejected in its entirety if the addenda, if any, are not acknowledged and provided for in the prices submitted. Respondents must include ALL APPLICABLE SECTIONS of the Quotation Package at the time of closing.**

THIS PAGE TO BE INCLUDED WITH YOUR QUOTATION PACKAGE

**To: The Corporation of the Municipality of Brighton, Public Works and Development  
67 Sharp Road  
BRIGHTON, Ontario  
K0K 1H0**

The undersigned, being a body corporate, duly incorporated and authorized to carry on business in the province of Ontario, hereinafter called the Bidder, having carefully examined the Specification, the plans attached thereto, all addenda thereto and all other information and documents pertaining to the proposed project covering the work requirements and being aware of all the conditions affecting the cost of the work, hereby offer to furnish all labour, supervision, materials, tools, construction equipment and other facilities (other than those specifically stated in the specification as being supplied by others) and to perform all necessary work and proper for or incidental to the project and associated work at the site together with the guaranteeing of same in conformity with the Contract to be entered into upon acceptance of this Tender.

Make \_\_\_\_\_

Model \_\_\_\_\_

Price for Trucks and all other  
Options (**Basis of Award**) \$ \_\_\_\_\_

H.S.T. \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

TOTAL AMOUNT IN WORDS, FOR THE STIPULATED SUM OF:

\_\_\_\_\_ DOLLARS

All of which is submitted and duly executed under the corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
\_\_\_\_\_

The total has been calculated using Part IV, specifications of a New Truck. The final valuation of the vehicle will be made on the basis of the specifications.

**PART IV – Specifications for Two New 2018 or 2019 4x4, 1/2 ton, Full Four Door Pickup Trucks**

The successful Bidder shall supply and deliver manufacturers standard equipment for Two New 2018 or 2019 4x4, 1/2 ton, Full Four Door Pickup Trucks.

**Option packages attached to items must include a detailed outline of all options. Brochures are not acceptable for outlining options.**

**Options, weights and dimensions must be included in separate list as brochures do not clearly identify the items.**

**1.0 YEAR, MAKE, MODEL**

State year, make and model of truck.

YEAR \_\_\_\_\_

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

**2.0 STANDARD EQUIPMENT**

Truck must be delivered with all manufacturer’s standard equipment in regards to comfort, utility, safety and convenience.

### 3.0 REQUIRED OPTIONAL EQUIPMENT

In addition to the standard equipment, the truck must be equipped with the following options:

**YES/NO**

- V-6, or V-8 GASOLINE ENGINE Specify: \_\_\_\_\_
- AUTOMATIC TRANSMISSION (Mandatory) Specify: \_\_\_\_\_
- POWER STEERING (Mandatory) Specify: \_\_\_\_\_
- ADJUSTABLE TILT STEERING WHEEL Specify: \_\_\_\_\_
- POWER BRAKES (Mandatory) Specify: \_\_\_\_\_
- AIR CONDITIONING (Mandatory) Specify: \_\_\_\_\_
- CLOTH SEATS (Mandatory) Specify: \_\_\_\_\_
- AM/FM/RADIO BACKUP CAMERA (Mandatory) Specify: \_\_\_\_\_
- BLUE TOOTH CAPABILITY/  
HANDS FREE COMMUNICATION (Mandatory) Specify: \_\_\_\_\_
- POWER/HEATED MIRRORS (Mandatory) Specify: \_\_\_\_\_
- POWER WINDOWS/REMOTE LOCKS (Mandatory) Specify: \_\_\_\_\_
- FULL FOUR DOOR CAB (Mandatory) Specify: \_\_\_\_\_
- RUBBER FLOORING (NO CARPET) Specify: \_\_\_\_\_
- 6' FOOT BOX MINIMUM Specify: \_\_\_\_\_
- (4) BF GOODRICH T/A KO2 TIRES (Mandatory) Specify: \_\_\_\_\_
- MUD FLAPS Specify: \_\_\_\_\_
- DEEZEE ROUGH STEP RUNNING BOARDS (Mandatory) Specify: \_\_\_\_\_
- BLOCK HEATER Specify: \_\_\_\_\_

**YES/NO**

TWO (2) SETS OF KEYS (Mandatory)

Specify: \_\_\_\_\_

FOUR AUXILIARY SWITCHES AND WIRING (If Available)

Specify: \_\_\_\_\_

DRIVER READY ATTACHED FIRE EXTINGUISHER AND FIRST AID KIT

Specify: \_\_\_\_\_

TRAILER TOWING PACKAGE WITH CLASS 3 TRAILER HITCH AND TRAILER BRAKE CONTROLLER INCLUDING 7 WAY TRAILER PLUG

Specify: \_\_\_\_\_

SPRAY IN BED LINER TO BE LINE-X, OR EQUIVALENT

Specify: \_\_\_\_\_

EXTERIOR PAINT MUST BE MANUFACTURER'S WHITE

Specify: \_\_\_\_\_

BACKRACK INSTALLED WITH BRACKETS TO ACCEPT WARNING BEACON AND 2 WAY RADIO ANTENNA (Mandatory)

Specify: \_\_\_\_\_

AMBER LED TRAFFIC ADVISOR MOUNTED ON BACKRACK, CONTROL BOX MOUNTED IN CAB AND WIRING CONNECTED

Specify: \_\_\_\_\_

DUAL AMBER STROBE LIGHT MOUNTED ON THE TOP OF BACKRACK AND CONTROL BOX MOUNTED IN CAB AND WIRING CONNECTED (Mandatory)

Specify: \_\_\_\_\_

GROSS VEHICLE WEIGHT REGISTERED NOT TO EXCEED 3266 KG

Specify: \_\_\_\_\_ KG

MAXIMUM PAYLOAD CAPACITY

Specify: \_\_\_\_\_ KG

MAXIMUM TOWING CAPACITY

Specify: \_\_\_\_\_ KG



**4.0 GROSS VEHICLE WEIGHT**

State plate indicating final GVWR must be  
Affixed to inner door post.

Specify: \_\_\_\_\_

**5.0 WARRANTY**

All Bidders must attach warranty details with the Tender submission.

**PART V – EXPERIENCE and SUB-CONTRACTORS**

**1. Experience Summary**

Provide a list of vehicles similar size and type that have been completed by your company during the past five (5) years.

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**2. Sub-Contractors**

Provide a list of sub-contractors for the approval of The Municipality that you propose to use on this contract.

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**3. Completion of the Projects**

Delivery of completed truck to be no later than June 30, 2019.

We, (Bidder's Name)\_\_\_\_\_ agree to commence work within \_\_\_\_\_ calendar days from the date of entering into an agreement with the Municipality of Brighton.

## **APPENDIX 'A' – DEFINITIONS**

**Contract/Contract Documents** – collection of documents representing a commitment from both the successful Bidder and the Owner to complete Work as described in the documents

**Contractor** – successful Bidder

**Engineer** – Municipal Director of Public Works and Development, or designate

**The Municipality** – the Corporation of the Municipality of Brighton

**Sub-contractor** – person or corporation having a contract with the Contractor or another sub-contractor, for execution of a part or parts of the Work included in the Contract

**Work** – the supply of all material, equipment and labour as described in the Contract Document(s), including provisional items, where appropriate