



**Procurement Department**  
450 Cowie Hill Rd., PO Box 8388, RPO CSC  
Halifax, NS B3K 5M1  
Telephone: (902) 490-4998

## **TENDER #T12.2015**

### **SUPPLY TWO (2) 2015 TANDEM DUMP TRUCKS**

Sealed bids submitted on the included bid form ONLY in a plain envelope marked:

**“Tender #T12.2015 – “2015 TANDEM DUMP TRUCK”**

Addressed to:

Brent Hickman, S.C.M.P.  
Procurement Officer  
Halifax Water  
450 Cowie Hill Road  
Halifax, NS B3P 2V3

Will be received until **2:30 p.m. Atlantic Time, Thursday, May 14, 2015** for the above tender as per the specifications and terms and conditions.

**Check for changes to this request** – Before submitting your proposal, visit the Provincial Government Web Portal at [www.gov.ns.ca/tenders](http://www.gov.ns.ca/tenders) or contact our office to see if any Addenda detailing changes have been issued on this tender. Changes may be posted up until the tender closing time. It is the bidders' responsibility to acknowledge and take into account all Addenda.

Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed. Bids received after the date and time specified shall be rejected. Electronic and facsimile bids are not accepted.

The lowest or any submission will not necessarily be accepted.

***Tender Issue Date – Friday, April 24, 2015***



**PROPONENT'S SUBMISSION SHEET**

The undersigned hereby acknowledges that he/she, as an officer of the stated corporation, has read and understands the specifications, requirements, and proposed agreement regarding **Tender No.: T12.2015: 2015 Tandem Dump Trucks**. He/she further acknowledges that the seller's proposed product, equipment, materials, and services fully meet or exceed those as specified in Halifax Water's Tender. Additionally, the Proponent agrees that all its bid documents and responses to the aforementioned Tender will, at the option of Halifax Water, become a legally binding and essential portion of the final contract between the successful Proponent and Halifax Water.

***The following information must be completed to ensure tender acceptance.***

\*ADDENDA No. \_\_\_\_\_ to \_\_\_\_\_ INCLUSIVE WERE CAREFULLY EXAMINED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

PROPONENT'S COMPANY NAME: \_\_\_\_\_

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

CITY/ PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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

WEBSITE: \_\_\_\_\_

CONTACT NAME (please print): \_\_\_\_\_

TITLE (please print): \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

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

HST REGISTRATION NO: \_\_\_\_\_

WCB COVERAGE:  YES  NO

**\* The proponent shall list and initial all addenda received during the period and shall take them into consideration when preparing their bid submission. A signed copy of each Addendum must be included with the bid submission. Failure to comply may be cause for rejection of bid submission.**

*HALIFAX WATER RESERVES THE RIGHT TO REJECT ANY OR ALL SUBMISSIONS THE LOWEST OR ANY SUBMISSION WILL NOT NECESSARILY BE ACCEPTED.*

This tender will adhere to Halifax Water's Standard Terms & Conditions. They can be found on our website at <http://www.halifax.ca/hrwc/Purchasing.html>

## INVITATION

Halifax Water will be accepting sealed bids to supply and deliver two (2) 2015 tandem dump trucks in accordance with the following specifications.

Prices quoted MUST be F.O.B. Destination – delivered to 455 Cowie Hill Road, Halifax, NS.

Bid submissions must be signed by a representative of your company with lawful signing authority, and include the name of one (1) representative for all communication concerning the Tender. Please refer to the “Proponent’s Submission Sheet” located on page 2 of this document.

Proponents with questions of a technical nature may direct them to Peter White, Supervisor Fleet Maintenance & Buildings, Tel: (902) 490-5919 or Email: [peterw@halifaxwater.ca](mailto:peterw@halifaxwater.ca).

The undersigned bidder has carefully examined the form of tender and the Halifax Water specifications to furnish and deliver the vehicles listed below.

## INSTRUCTIONS TO BIDDERS

1. The bid form in Appendix “A” must be used for tabulation purposes. Specification sheets form part of tender and must not be removed.
2. All bid submissions must be accompanied by manufacturer’s literature describing, in detail, the vehicles bid upon.
3. Bid submissions must include freight, duty and any other charges, which are applicable at time of tender award. It is the responsibility of the bidder to determine from the appropriate authorities what charges are applicable to this tender. **All taxes levied on tires and disposal thereof must be included in the net unit price.**
4. **ONLY FIRM TENDER PRICES MAY BE CONSIDERED.**
5. **BID SUBMISSIONS MUST REMAIN VALID FOR A PERIOD OF NINETY (90) DAYS AFTER CLOSING DATE.**

***Failure to comply with #1, 2, 3, 4 and 5 above may result in rejection of your bid.***

**NOTE:** Payment terms will be considered as Net 30 Days from date of acceptance of vehicles.

6. Halifax Water reserves the right to inspect any vehicle supplied as a result of this tender, either during or after manufacture and delivery, and shall be the sole judge as to whether vehicles supplied meet specifications.
7. Halifax Water reserves the right to reject any or all bids, or accept any bid or portion thereof.
8. It is the vendor’s responsibility to license vehicles, i.e. complete forms and mail to the HW Office. Vehicles are to be sworn as owned or leased by Halifax Water. Halifax Water will pay the license fee for plates.

Failure to comply with the foregoing could result in rejection of your bid, or delay in payment.

The vehicles offered under this tender shall be widely offered for sale, and vehicles other than new or current year models will not be considered responsive to these specifications.

The bidder must be either a manufacturer, factory branch, or an agent engaged in the business of selling, dealing and servicing the vehicles bid upon and must maintain a full stock of parts and provide full service. Parts must be available within two (2) days of receipt of order from Halifax Water.

Bid submissions shall be considered on units other than North American manufacture, providing service and parts are available.

**ANY VEHICLES SUPPLIED AGAINST THIS TENDER ARE SUBJECT TO INSPECTION UPON RECEIPT AND WILL BE REJECTED AND RETURNED IF SPECIFICATIONS ARE NOT MET COMPLETELY.**

**ANY DEVIATION FROM SPECIFICATIONS MUST BE CLEARLY INDICATED AS PART OF THE BID SUBMISSION. IF NO DEVIATIONS ARE SHOWN, IT WILL BE CONSIDERED THAT VEHICLES BID UPON MEET OR EXCEED SPECIFICATIONS CALLED FOR.**

Tenders must be received in the Office of Halifax Water, 450 Cowie Hill Road, Halifax, NS, B3P 2V3, **no later than 2:30 p.m., Thursday May 14, 2015.**

Please submit a total of three (3) copies of the bid submission, one (1) marked "ORIGINAL" and two (2) marked "COPY" The Original and copies should be identical (excluding any obvious differences in labeling as noted). If discrepancies between these items are discovered, the Original retained by Procurement, shall be taken as the correct version and the proponent will be advised accordingly.

**No fax or electronic submissions accepted.**

**SPECIFICATIONS**

		Meets or Exceeds Specifications		Specify
<b>1</b>	<b>CAB &amp; CHASSIS (CAPACITY &amp; SIZE)</b>			
1.1	Front spring capacity 18,000 lbs minimum rating	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
1.2	Rear suspension capacity 40,000 lbs minimum rating	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
1.3	Front axle 18,000 lbs capacity with oil bath seals	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
1.4	Tandem rear axles	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
1.5	Rear axles 40,000 lbs minimum	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
1.6	Rear Axle Ratio 5.29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
1.7	Wheelbase 191.00	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
1.8	Dual Steering boxes	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
1.9	Driver controller traction differential – both axles	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
1.10	Rear axle spread of 54 inches	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
1.11	Heavy-duty shock absorbers (front)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>2</b>	<b>ENGINE</b>			

		Meets or Exceeds Specifications		Specify
2.1	Six cylinder diesel	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2.2	Engine make/size			
2.3	Minimum 325 HP - Turbo intercooled	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2.4	Heavy-duty large capacity cooling system	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2.5	Heavy-duty dry air cleaner/filter with restriction indicator	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2.6	Block Heater	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2.7	High temperature and low oil pressure shut downs	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2.8	Ethylene glycol anti-freeze tested to -40 deg F	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>3</b>	<b>TRANSMISSION</b>			
3.1	Allison 3000RDS Transmission or equivalent	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
3.2	Heavy-duty oil cooler	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
3.3	Painted Shift lever, solid linkage	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
3.4	60,000 GVW	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>4</b>	<b>STEERING</b>			
4.1	Full power, Tilting Column	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>5</b>	<b>BRAKES</b>			
5.1	Full air with S-Cam shoe activators	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5.2	13.2 CFM capacity air compressor with dry type cleaner on intake	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5.3	Air dryer with heater	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5.4	Spring operated, air activated, park brake system, dash mounted	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5.5	Large capacity air reservoirs with bleeders	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5.6	Front shoes 16.5 inch x 6 inch	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5.7	Rear shoes 16.5 inch x 7 inch	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>6</b>	<b>WHEELS AND TIRES</b>			
6.1	22.5 HUB PILOT Painted Steel Front Wheels	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
6.2	385/65R 22.5 18 Ply Front Tires	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
6.3	22.5 HUB PILOT Painted Steel Rear Wheels	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
6.4	11R22.5 16 Ply Rear Tires	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>7</b>	<b>FRAME</b>			
7.1	3/8" X 3-3/16" X 10 1/4" Steel Frame	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
7.2	Heat treated, 110,000 PSI yield strength	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
7.3	191.00" Wheelbase			
<b>8</b>	<b>ELECTRICAL</b>			
8.1	12 volt system	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8.2	Heavy-duty 12e volt starter	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8.3	Heavy-duty alternator with 120 amp output	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8.4	Three heavy-duty maintenance free batteries with a total of 1950 C.C.A.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8.5	Fuse/breaker panel to be located inside cab in a protected position	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

		Meets or Exceeds Specifications		Specify
8.6	Two extra fused/breaker eyelet terminals provided for the installation of additional electrical circuits	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8.7	Outside frame mounted battery boxes	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8.8	All lamps and reflectors must comply with Federal and Provincial regulations	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8.9	Electric trailer lights accommodation package	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8.10	Back up alarm to be fitted and will engage in reverse gear automatically	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8.11	Four inch high amber lights mounted on top of cab mirrors with dash mounted switch	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>9</b>	<b>CAB</b>			
9.1	Standard heavy gauge steel, nonferrous or Fiberglass, fiberglass hood	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.2	Driver's seat to be air suspension (hi-back Bostrum four way or equivalent) Cloth	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.3	Passenger seat to be air suspension (hi-back Bostrum four way or equivalent) Cloth	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.4	Dual sun visors	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.5	Dual armrests	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.6	Cab grab handles, both sides	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.7	Large centre dome light	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.8	Multi speed dual air operated windshield wipers	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.9	Factory installed windshield wipers	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.10	Heavy-duty rubber floor mats	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.11	Dual air & electric horns	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.12	Full instrumentation/gauges	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.13	Heavy-duty fresh air type heater and defroster and air conditioning	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.14	Cab clearance lights	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.15	Lap/shoulder seat belts	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.16	Heated, lighted remote mirrors	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.17	Tilt & telescopic steering	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9.18	Power windows, power door locks with remote	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>10</b>	<b>ACCESSORIES</b>			
10.1	Mud flaps both sides of rear wheels,	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10.2	One owner's manual and one warranty manual for truck chassis and power train	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10.3	All emergency/safety lights to be amber	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10.4	10 lb 1A5BC mounted fire extinguisher	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10.5	Package of 3 minimum weighted, reflectorized red safety triangles (required for NS Safety inspections)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10.6	Unit to be safety inspected and dated for month of delivery	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10.7	Three sets of keys	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10.8	All NSDOT required safety equipment	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

**11 PAINT**

11.1 Cab & Box Color, Blue, Pantone 286  Yes  No

**12 OTHER ACCESSORIES**

12.1 AM/FM/CD Stereo  Yes  No

12.2 Mirror Mounted 3-way Antennas  Yes  No

12.3 Pre-wired for CB Radio  Yes  No

**13 FUEL TANKS & EQUIPMENT**

13.1 80 US Gal Alum LH Mount  Yes  No

**14 DUMP BODY & EQUIPMENT**

14.1 Heavy Duty 15.5' Heated Box  Yes  No

14.2 Sides 3/16" Steel, 42" High  Yes  No

14.3 Tailgate 60" High, 1/4" Plate Steel  Yes  No

14.3 Tailgate safety locks  Yes  No

14.4 Floor 1/4" Thick Steel  Yes  No

14.5 Headboard 3/16" Steel with 30" Cab Shield  Yes  No

14.6 Airshift PTO c/w 25 Gallon Pump  Yes  No

14.7 In Cab Air Controls  Yes  No

**15 DUMP BODY ACCESSORIES**

15.1 Tarp System with chain drive, operated from ground level  Yes  No

15.2 Coal / asphalt chute mounted on tailgate  Yes  No

15.3 Engineered 3/4" pintle plate, bolted on with D Rings, glad hands, trailer plug, air hook up & chamber  Yes  No

**ACCEPTANCE**

Tune-up and alignment to be verified before delivery and certified to be in accordance with manufacturer's specifications.

Halifax Water shall be the sole judge of vehicle acceptability and shall do so promptly after an operational vehicle is delivered.

Any changes to this tender or specifications shall be stated in writing. Verbal statements made by Halifax Water staff / employees, whether or not they appear to have the proper authority, will have no consequence.

**DELIVERY**

**Safety inspection to be completed before delivery and dated the month of delivery.**

A delivery date must be guaranteed from the date of award. Failure to comply with proposed delivery date will subject vendor to a delivery penalty of \$500.00 per week delay. Prices quoted shall include freight, duty and any other charges which are applicable at the time of delivery, F.O.B. Destination, Halifax Water, 455 Cowie Hill Road, Halifax, NS.

It is the bidder's responsibility to determine from the appropriate authorities what taxes, rates and charges

are applicable to this tender. Bidders who do not provide for the foregoing will have no subsequent claim after the tender award.

Halifax Water reserves the right to cancel this order without penalty if the specified delivery date is not met.

### **DELIVERY METHOD**

All vehicles covered by this tender shall be delivered from point of assembly to Halifax Water, 455 Cowie Hill Road. Units shall be delivered with a parts book, suggested spare parts list, service/shop manuals and operators manual. All vehicles will be F.O.B. Destination, Halifax Water, 455 Cowie Hill Road, Halifax, NS.

**NOTE:** A copy of vehicle warranty must be attached to each bid form by vendor. Failure to attach this warranty may invalidate a bid submission. All service work by dealer is to be F.O.B. Halifax Water, 455 Cowie Hill Road, Halifax NS.

**NOTE:** All foregoing specifications shown are considered to be the minimum. However, there is a tolerance of +/-5% on specifications and any specification exceeding those called for shall be given consideration.

**NOTE:** Halifax Water plans to use after-market filters (including oil, fuel and air) on vehicles purchased as a result of this tender. It must be clearly understood that not using your company brand of filter will not be cause for invalidation of warranty.

**NOTE:** The successful bidder must ensure that vehicle alignments and engine tune-ups are completed according to manufacturer's specifications.

**NOTE:** Halifax Water reserves the right to request an affidavit from the supplier, setting out that vehicles covered by this tender has not been driven or towed in whole or in part from point of manufacture to Halifax if applicable.





***The following must be completed. Failure to comply could result in rejection of your bid.***

Local Dealer for Service \_\_\_\_\_

A parts list, parts price list and service manual must be provided before payment is made. If available, electronic versions of these documents should be provided in addition to printed versions.

Warranty, all service work and repairs are to be F.O.B. Halifax Water designated location. In other words, Halifax Water will not pay travel charges for travel to/from our premises for warranty, further service, maintenance or repairs required during the life of the vehicles supplied as a result of this tender. Out of town suppliers ***MUST***, therefore, bid on the basis of providing service and support equivalent to that of a Halifax based dealer/supplier.

During the first six (6) months of service the supplier must be able to address and resolve all warranty issues within 72 Hours (3 Business Days) of notification to ensure the supplied vehicles are operational and available to Halifax Water. Should warranty related vehicle down time exceeding 3 business days occur during the warranty period, the supplier shall either reimburse Halifax Water in the amount of \$250.00 for each additional day or supply an equivalent vehicle at no cost for the duration of the warranty repair.

Any changes to this tender or specifications shall be stated in writing. Verbal statements made by employees of the Halifax Water, whether or not they appear to have the proper authority, will have no consequence.

**EXTENDED WARRANTY**

Bidders will provide information on availability of extended warranty programs:

Special Coverage: \_\_\_\_\_

Duration: \_\_\_\_\_

Local Service Centres: \_\_\_\_\_

Cost: \$ \_\_\_\_\_

**This page must be completed, signed and attached to the bid submission, or your bid submission will be rejected.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***The following must be completed. Failure to comply could result in rejection of your bid.***

All bidders must provide the information requested below, listing two (2) client references who have purchased and maintained similar vehicles from the bidder for a period of not less than three years. Halifax Water, will, at its discretion contact these references as well as other industry sources to confirm each bidder's ability to meet the tender requirements.

Customer: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Customer: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

***This page must be completed and submitted with your tender.***

**WARRANTY INFORMATION SHEET**

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

Make: \_\_\_\_\_

Model: \_\_\_\_\_

In-Service Date: \_\_\_\_\_

Name of Warranty Package and Number: \_\_\_\_\_

COMPONENT	COVERAGE IN KMS or HOURS/MONTHS
Engine	
Transmission	
Rear Axle	
Chassis	
Tires	
Hydraulic Pump	
Dump Body	
Emission Controls	
Additional (Please specify)	

Signature \_\_\_\_\_

Date \_\_\_\_\_

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## **TERMS AND CONDITIONS**

### **1. INQUIRIES**

All questions related to this Tender shall be directed to;

Brent Hickman, S.C.M.P.  
Procurement Officer  
Halifax Water  
450 Cowie Hill Road  
Halifax, NS B3P 2V3  
Email: [procurement@halifaxwater.ca](mailto:procurement@halifaxwater.ca)  
Phone: (902) 490-4998  
Fax: (902) 490-1583

### **2. UNIT PRICING and EXTENSIONS**

The bid price shall include all wages, fringe benefits, insurance, transportation, working tools, equipment costs, etc. and other charges incurred to provide the required services.

All prices should be extended and totalled. The extended price is derived by multiplying the unit price by the quantity of units required.

In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Bid evaluation and contract administration.

In addition to proponent's normal tender format, Bid prices are to be submitted on the pricing sheet provided in Appendix A – Bid Form.

### **3. TAXES EXCLUDED**

The Bid prices shall exclude HST. Do not include any Provincial or Federal Sales tax.

### **4. CURRENCY**

All prices should be quoted in Canadian dollars. Please bid your net price on each of the above commodities or services, F.O.B. Destination Halifax Water, prepaid.

### **5. PAYMENT & INVOICING**

Payment shall be based on Net 30 Days from date of invoice or receipt of goods/ services, whichever is later. If special payment terms or schedules are required, these must be specified in the Bid; otherwise, Halifax Water payment terms (net 30 days) will apply.

Invoices are to be sent to;

Halifax Water  
Attn: Accounts Payable  
P.O. Box 8388 RPO CSC  
Halifax, NS, B3K 5M1

Halifax Water administers its payables via an electronic payment process known as EDI payment. Payments for this solicitation and following contract will be administered via the electronic payment process.

### **6. EXPLANATION TO BIDDERS**

No verbal agreement or conversation with any officer, agent or employee of Halifax Water either before or

after execution of the contract shall effect or modify any of the terms or obligations contained in any of the documents comprising the said contract.

**7. RIGHT TO REJECT; FINANCIAL STABILITY; NON-COMPLIANCE**

Failure to comply with any of the mandatory terms or conditions contained or referenced in the tender documents may result in the rejection of the Bid.

All of the terms, conditions and/or specifications stated or referenced in the tender are assumed to be accepted by the Bidder and incorporated in the Bid.

Bidders may be required to demonstrate financial stability, authorization to provide the goods/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the tender requirements. Halifax Water reserves the right to reject Bids from any Bidder that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.

Halifax Water reserves the right to waive minor non-compliance where such non-compliance is not of a material nature in its sole and absolute discretion, or to accept or reject, in whole or in part any or all Bids, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. Halifax Water will be the sole judge of whether a Bid is accepted or rejected.

Halifax Water reserves the right to split an award amongst Bidders as deemed in the best interest of Halifax Water.

**8. CANCELLATION; NO AWARD**

Issuing an tender implies no obligation on Halifax Water to accept any Bid or a portion of any Bid submitted. Halifax Water does not bind itself to accepting the lowest or any bid submission received, but reserves the right to award the tender to its best advantage.

Tenders may be cancelled in whole or in part without penalty, when a) the price Bid exceeds the funds allocated for the purchase; b) there has been a substantial change in the requirements after the tender has been issued; c) information has been received by Halifax Water after the tender has been issued that Halifax Water feels has substantially altered the procurement; or d) there was insufficient competition in order to provide the level of service, quality of good or pricing required. If no compliant Bids are received in response to the tender, Halifax Water reserves the right to enter into negotiations with one or more vendors in order to complete the procurement.

Halifax Water will be the sole judge of whether there is sufficient justification to cancel any tender.

No action or liability will lie or reside against Halifax Water in its exercise of its rights under this section.

All tender awards are subject to Capital Budget Approvals from the NS Utility Review Board (URB).

**9. INDEMNIFICATION**

The contractor agrees to indemnify and save harmless Halifax Water from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which may occur through the performance of this contract.

**10. ADDENDA, CORRECTIONS OR EXTENSIONS OF THE TENDER**

Periodically, Halifax Water is required to issue notification of changes or corrections to a bid document. Normally these notifications will have a direct bearing on the cost of a project and will influence the way you bid. Therefore, it is important that Halifax Water has assurances that you in-fact received the notification. Halifax Water reserves the right to modify the terms of the tender at any time prior to closing, at its sole

discretion.

Halifax Water will make Information available to all bidders, listed as having received a copy of the tender, regarding any changes made to the tender, or any change in the closing date and time. Bidders are responsible for ensuring that they are aware of and have complied with any Addenda. Bidders are instructed to sign the Addenda and return it with their bid submission.

When these changes occur within five (5) business days of the closing date, the closing date may be extended to allow for a suitable Bid preparation time.

Failure to comply with the instructions on an advisory of addendum will result in rejection of your submission, regardless of whether the changes noted in the advisory or addendum are included in the tender or not.

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## APPENDIX A – BID FORM

**Total Price to Supply Two (2) 2015 Tandem Dump Trucks**  
\$ \_\_\_\_\_

**HST Extra, Do Not Include In Your Bid Price.**

MAKE: \_\_\_\_\_

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

MODEL: \_\_\_\_\_

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

*(# of calendar days for delivery to HW  
after receipt of order)*

WARRANTY: \_\_\_\_\_

*(# of months of warranty coverage  
after unit is put into service)*

Manufacturer's standard warranty which is offered to the general public. Specify Warranty:

### **SEALED BIDS:**

Bid submissions must be sealed and designated **Tender #T12.2015** and returned with one (1) marked "Original" and two (2) marked "Copy" to the attention of:

Brent Hickman, S.C.M.P.,  
Procurement Officer  
Halifax Water  
450 Cowie Hill Rd,  
Halifax, NS, B3P 2V3

***On or before 2:30 PM (Atlantic Time) Thursday, May 14, 2015.***

**NOTE:** *FAXED / ELECTRONIC proposals are not acceptable and will not be considered*