

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2017-35

By-law to enter into a contract with Team Truck Centres Ltd. for the Tandem Truck with Winter Package

WHEREAS under Section 9 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS under Section 8(1) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into a contract with Team Truck Centres Limited for the Tandem Truck with Winter Package.

NOW THEREFORE the Council of The Corporation of the Town of Amherstburg enacts as follows:

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the contract, referenced as Schedule A, located in the Clerk's Department agreement file # 2017-35.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 8th day of May, 2017.



MAYOR – ALDO DICARLO



MUNICIPAL CLERK – PAULA PARKER

The Corporation of the
Town of Amherstburg, Ontario



CONTRACT

**TANDEM AXLE TRUCK &
SNOW PLOW PACKAGE
V01-2017-002**

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TANDEM AXLE TRUCK & SNOW PLOW PACKAGE
V01-2017-002

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INFORMATION TO TENDERS

1. BACKGROUND INFORMATION

The Town of Amherstburg is located in southwestern Ontario, approximately 30 kilometers southwest of the City of Windsor and is one of seven lower-tier municipalities in the County of Essex. The current population of the Town of Amherstburg is approximately 21,000.

The Town is seeking Tenders from qualified contractors to complete road repairs in various locations through the Town of Amherstburg.

2. DEFINITIONS

“Contractor” or “Bidder” means the individual, firm, company or corporation submitting a Tender to the Town in response to this Request for Tender.

“Corporate Contact” is the Town employee(s) defined as the contact in relation to the administration and technical specifications of the RFQ.

“Project Manager” is the Town employee who will oversee the completion of the contract in accordance to this tender, contract and agreement. This individual will take management of the project after the contract has been successfully awarded.

“Total Tender Price” means an evaluation of quality and service in assessment of Tenders and the sum of all expenses, warranties, taxes, local service costs, lifecycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs and any applicable disbursements that determine the lowest compliant Tender.

“Town” means the Corporation of the Town of Amherstburg

“Work” means any of the following tasks, or combinations, thereof:

- a) Supply or provision of articles or materials;
- b) Supply of labour;
- c) Performance of functions and tasks;
- d) Provision of services;
- e) Equipment operated or not operated;
- f) Construction or repairs as specified;
- g) Security deposit

3. TENDER CLOSING DATE AND TIME

Tenders, contained in a sealed envelope with the provided envelope cover (appendix A) firmly affixed, will be received by:

**Clerks Department
Town of Amherstburg – Town Hall (Upper Level)
271 Sandwich Street South, Amherstburg, Ontario, N9V2A5**

Up until:

**Tuesday, April 11, 2017
11:00 am (local time),**

Tenders will be opened in public shortly after the official closing time.

Tenders must be received at the address noted above no later than the specified closing time. Tenders received after said closing time will not be accepted or considered.

4. METHOD OF SUBMISSION

Tenders must be submitted in a sealed envelope by way of hand delivery, courier service, or mail prior to the Tender closing time.

Delivery of Tender through a third party mail courier service shall be at the risk of the Bidder and must be arranged in due time for the Tender to arrive at the specified location before the Tender closing time. Failure of a third party courier service to submit the Tender prior to the Tender closing time will result in the disqualification of the Tender, and will be at no fault of the municipality.

Tenders sent by email or facsimile will not be accepted.

5. SUBMISSION ENVELOPE

The Tender must be supplied in a sealed envelope with the envelope cover supplied in Appendix A of this document. The envelope cover must be affixed to the Bidder's envelope without any extra exterior covering. Failure to affix the envelope cover to the submission envelope may result in disqualification of the Tender.

6. TENDER SUBMISSION REQUIREMENTS

Tenders shall be prepared and submitted in accordance with the outline set specified in this document.

The Tender shall be bound and contained in a sealed envelope bearing Appendix A – Envelope Cover, and include the following minimum requirements, as found in the Form of Tender (T-#) pages:

- a) T-1 – Contractor Identification Sheet
- b) T-2 – Tender Price
- c) T-3 – Contractor Qualifications and Experience
- d) T-4 to T-5 - References
- e) T-6 – Acknowledgement of Tender Documents Received by Bidder and Addenda

7. BID BOND

This Tender does not require the submission of a Bid Bond.

8. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND

This Tender does not require the submission of a Performance Bond or a Labour and Materials Payment Bond.

9. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Each Proponent must visit the site and review the plans and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the testing period. He is not to claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The quantities shown as indicated on the drawings or in the tender are estimates only and are for the sole purpose of indicating to the bidders the general magnitude of the work. The Proponent is responsible for checking quantities for accuracy prior to submitting his tender.

10. AGREEMENT AND GENERAL CONDITIONS

Tenders will be received and contracts awarded only in the form as shown on the tender page unless otherwise provided, for the completion of the whole work or of specified

sections thereof in accordance with the plan and specification. The Contractor agrees to enter into a formal contract with the Municipality upon acceptance of the tender.

All work included in the contract must be completed on or before the date fixed in the contract and must, at the time of completion and final inspection, be in first class condition and comply fully with the specifications.

Final inspection will be made by the Amherstburg Public Works Department within 20 days after the Municipality has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.

The Contractor will be held liable for any damage or expenses occasioned by his failure to complete the work on time and for any expenses of inspecting, superintending or reletting due to his neglect or failure to complete the work satisfactorily. Any such expense or damages may be deducted from the amount of the Contract or may be recovered by the Municipality from the Contractor and his sureties.

11. INSURANCE

Upon award of the contract and prior to commencement of work, the Contractor shall furnish the Manager of **Roads and Fleet** with a satisfactory Certificate of Insurance (COI) containing the information below, for the period of the execution of the work:

- i. A Commercial General Liability (CGL) policy that shall be not less than 5 million dollars per occurrence.
- ii. The CGL policy shall include bodily injury including death, personal injury, property damage, tenants legal liability, non-owned automobile and contain a cross liability/severability of interest clause. The certificate must also include acknowledgement that coverage under the policy specifically extends to the works in question. The COI shall name the Town of Amherstburg as additional insured to the policy.
- iii. The CGL policy shall not contain any exclusion or limitation in respect to shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or subsidence of any property, structure or land from any cause.
- iv. The Contractor shall note that where construction works are performed within lands owned by the County of Essex or Ministry of Transportation the CGL policy shall also name the County of Essex and/or the Ministry of Transportation as additional insured to the policy.

- v. The liability insurance shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Amherstburg.

12. CORPORATE CONTACT AND COMMUNICATIONS

Additional information, including clarifications, regarding this Tender may be obtained by contacting the following person by telephone or email:

Administrative Inquiries (regarding tender procedures, insurance, etc.)

Bobbi Reive, Financial Planning Administrator

Town of Amherstburg

Phone: 519-736-0012 extension 226

Email: breive@amherstburg.ca

Technical Inquiries (regarding the scope of work of the contract)

Eric Chamberlain, Manager of Roads and Fleet

Town of Amherstburg

Phone: (519) 736-3664 ext 2312

Email: echamberlain@amherstburg.ca

Contact with Town of Amherstburg officials or staff other than the staff members named as is not permitted and will be considered grounds for disqualification in the bidding and selection process. No verbal instructions or verbal information to bidders will be binding on the Town.

After the contract has been awarded, a Project Manager for the Town of Amherstburg may be named which may differ from the contact individual noted above. This individual will be the Manager that will oversee the completion of the contract per the specifications noted in this document.

12. TENDER VALIDITY PERIOD

Tenders shall remain valid and open for acceptance for a period of 90 days from the Tender closing date. Bidders shall ensure that sub-trade and supply tenders are valid for a sufficient length of time to accommodate the noted validity period.

14. SUBMISSION CONFIDENTIALITY

All Tenders submitted to the Town will be considered confidential, conditional to the Municipal Freedom of Information and Protection of Privacy Act. All pricing information

regarding content of Tenders will remain confidential as the Town reserves the right to negotiate with bidders.

At no time will bidders divulge any confidential information provided to or acquired by the bidder or disclosed by the Town throughout the course of the intended project.

The successful bidder acknowledges that information of any kind provided throughout the course of the intended project are the exclusive property of the Town and shall not be disclosed or released to any person or organization without written authorization from the Town having been previously provided.

15. INFORMAL OR UNBALANCED TENDERS

Tender documents must be legible. All entries in the Form of Tender shall be made in ink or by typewriter. Entries or changes made in pencil shall be subject to automatic rejection, unless otherwise decided by the Town.

Alterations of any kind must be clearly made and initialed by the bidder, or the Tender may be subject to automatic rejection.

Tenders containing a project period or schedule adverse to the objectives of the Town's interests may be rejected.

Tenders containing prices so unbalanced as to adversely affect the interests of the Town may be subject to rejection.

All items must be bid with the unit price for every item and other entries clearly shown. If any amount within the Tender does not agree with the extension of the estimated quantity and unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless the Town decides otherwise.

A discrepancy in addition or subtraction shall be corrected by the Town by adding or subtracting the items correctly and correcting the Total Tender Price, unless the Town decides otherwise. If an error has been made transposing an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as previously noted, be taken to be correct and the amount shown after the transfer and the Total Tender Price shall be corrected accordingly.

15. INFORMAL OR UNBALANCED TENDERS (Continued)

If an omission has occurred wherein an item of work has not been provided a price in the Form of Tender, the bidder shall, unless otherwise stated in his Tender, be deemed to have

allocated this price elsewhere in the Form of Tender for the cost of carrying out said item of work and, unless otherwise directed by the Town, no increase shall be made in the Total Tender Price because of said omission.

The Town may waive formalities at its discretion, provided the Town's Purchasing Policy has been adhered to.

16. CORPORATE SEAL

The Form of Proposal requires the application of the Proponent's corporate seal on a number of pages. The corporate seal must be applied on each page as required to make the proposal valid. If a corporate seal is not present on the required Form of Proposal pages, the Proponent must indicate that the proposal signatory is legally authorized to bind the company by completing the acknowledgement provided below the request for the corporate seal.

Failure to provide corporate seals or acknowledgement that the signatory is legally able to bind the company in the required locations on the Form of Proposal may result in the rejection of the proposal.

The Town reserves the right to request proof of legal authority to bind the company at its discretion.

17. WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS

The Contractor will be required to submit to the Municipality a Certificate of Good Standing from the Workplace Safety & Insurance Board prior to the commencement of the work and the Contractor will be required to submit to the Municipality a Certificate of Clearance for the project from the Workplace Safety & Insurance Board before final payment is made to the Contractor.

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety & Insurance Act.

18. RESERVATION OF RIGHT

Contractors will not have the right to change conditions, terms or prices of the Tender once the Tender has been submitted in writing to the Town. Bidders may withdraw a Tender once it has been submitted, in accordance with provisions of Section 25 – Withdrawal or Qualifying of Tenders.

19. ADDENDA

Bidders may be notified during the Tender period of required additions to, deletions from, or alterations in the requirements of the Tender documents.

Any addenda issued after the posting of this Tender will be emailed and faxed to each bidder up to 48 hours prior to the Tender closing time. It is the sole responsibility of contractors to review and respond to addenda issued following the issuance of this request for Tender in their submissions.

If addenda are issued prior to 48 hours of closing this request for Tender, the closing date of this request for Tender will be adjusted accordingly.

Addenda must be acknowledged on page T-7 and provided with the Tender. Failure to acknowledge addendums may result in the rejection of the Tender. Bidders must also acknowledge if no addendums were received.

20. HARMONIZED SALES TAX (HST)

The Proponent will be required to calculate and include both of the following items in his Tender:

- a) Tender Price (not including HST)
- b) Total Tender Price (including 13% HST)

For the purposes of evaluating Tenders, the Total Tender Price must be the base Tender Price plus 13%. If a percentage other than 13% is added, the Tender will be assumed to be in error and will be corrected accordingly.

21. PRICING TO REMAIN FIRM

Pricing provided under this Tender shall remain firm and unchanged for the entire validity period stated in this Tender. (See Section 12 – Tender Validity Period)

22. COSTS INCURRED BY BIDDERS

Expenses incurred by bidders for the preparation and submission of Tenders to the Town, or any work done in correlation thereof, shall be borne by the bidder.

No payment will be provided for any Tenders submitted or for any other effort made by the bidder prior to the commencement of the services as defined and approved by the Town.

23. TENDER FEES

The Tender Fee shall be a firm price (upset limit) and include all payroll costs, benefits, overhead and profit. All costs for printing, telephone and facsimile charges, and approved travel shall be included.

24. PAYMENT OF FEES

Unit prices are provided for the evaluation of tenders and the selection of a successful contractor. Payment for the items in the tender will be on a unit price basis as per the tender. Quantities have been estimated based on anticipated work required.

25. WITHDRAWAL OR QUALIFYING OF TENDERS

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 the bidder for this contract.

A bidder may withdraw his Tender at any time up to the official closing time by presenting a letter with his signature and corporate seal. Said letter must be received at the Tender closing location in sufficient time to be marked with the time and date of receipt, and for the Tender contact to note the withdrawal of the Tender prior to the official closing time.

When a request to withdrawal a Tender has been received prior to the closing time, and it has been verified to be signed and sealed by the Town, the unopened submission envelope will be returned to the bidder.

No telegrams, facsimiles, or telephone calls will be considered for official withdrawal of a Tender. If applicable, the bid deposit shall be forfeited to the Town when a bidder attempts to withdraw their Tender after the Tender closing time, in addition to any consequence or applicable legal penalty.

26. DISQUALIFIED TENDERS

The Town will not accept Tenders that:

- a) Are received by the Town at the closing location any time after the closing time advertised for the Tender
- b) Do not contain the required bid bond, certified cheque or bank draft in the required amount (if so required by the request for Tender)

Disqualifications of Tenders shall be subject to the Town's Purchasing Policy.

27. ABILITY AND EXPERIENCE OF CONTRACTOR

The successful contractor must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary plant and capital to enable them to proceed and complete the work in a satisfactory manner. This evidence must be provided on the submitted form of Tender.

The Town of Amherstburg may investigate as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the Town of Amherstburg all such information and data for this purpose as the Town of Amherstburg may request. The Town of Amherstburg reserves the right to reject any tender if the evidence submitted by or investigation of such bidder fails to satisfy the Town of Amherstburg that the bidder is qualified to carry out the obligations of the contract.

28. PRIVILEGE CLAUSE

The lowest or any Tender may not necessarily be accepted. The Corporation of the Town of Amherstburg reserves the right to delete any part, or parts from the Tender without stating reasons therefore. In the event of any deletion, it is agreed that the contractor will have no claim for loss of potential profit or overhead costs.

29. RECORD AND REPUTATION

Without limitation to any other privilege of the Town, and notwithstanding whether a submitted Tender otherwise satisfies the requirements of the Tender or not, the Town may instantly reject any Tender from a bidder where in the opinion of Council, the affiliation between the Town and said bidder has been damaged by prior or current acts or omission of said bidder, including but not limited to:

- a) Litigation with the Town

- b) The failure of the bidder to pay, in full, any outstanding payments, interests, and costs owing to the Town after the Town has requested payment of same
- c) The refusal of the bidder to enter into the contract with the Town after the bidder's Tender has been accepted by the Town
- d) The refusal of the bidder to perform or complete performance of a contract with the Town at any time after the bidder has been awarded the contract by the Town
- e) The refusal of the bidder to follow logical directions of the Town or to alleviate a default under any contract with the Town when required by the Town or the Town's representative
- f) Acts or omissions by the bidder resulting in a claim by the Town under a bid bond, performance bond or any other security required to be submitted by the bidder on a tender, RFP or RFQ within a five year period immediately preceding the date on which the tender, RFP or RFQ is awarded

30. TENDER ACCEPTANCE OR REJECTION

It is understood that the Corporation of the Town of Amherstburg is not bound to accept the lowest, or any bid submission.

Reporting and authorization of resulting contracts shall be conducted in accordance with the Town's Procurement Policy.

A Tender is accepted by the Town when the agreement is executed by the Town and the successful bidder; or upon written authorization from the Town within the **90** day validity period, where the Town has issued a written order to commence work to the successful bidder. The acceptance of the Tender is also conditional upon the receipt of a Performance Bond (if required), and Labour and Material Payment Bond (if required).

30. TENDER ACCEPTANCE OR REJECTION (Continued)

The Town is not responsible for any liabilities, expenses, loss or damage to the Bidder subsequent to or by reason of the acceptance or non-acceptance by the Town of any Tender or by reason of any delay in the acceptance of a Tender. Tenders are subject to a formal contract being prepared and executed.

If an insufficient number of Tenders are received, Tenders may be returned unopened.

31. TENDER RESULTS

A Council report indicating the results of this Tender shall be a matter of public record. The results of the Tender, when requested, may be made public by the Town, and may contain the Total Tender price.

The name of the successful bidder and the contract price shall be deemed public information following the award of contract, however unit prices contained in the form of Tender will not be released.

Unsuccessful bidders may request information regarding their Tender evaluation from the Corporate Contact.

32. AGREEMENT

The successful bidder will be required to enter into an agreement with the Town upon acceptance of their Tender. An agreement will be executed in quadruplicate by the Town and will be provided to the Contractor in the executed contract.

If a mathematical error has been found in the Contractor's submission and has been properly corrected and initialed by the bidder, the price stipulated in the agreement will be the corrected price.

33. CONTRACT EXECUTION

Upon approval of the award of contract, the successful bidder will be notified by the Town that their Tender has been accepted and an official award of contract letter will be provided.

The successful bidder will be given no more than fourteen days from the receipt of the contract documents for execution of the contract documents and to provide the necessary guarantees, insurance, etc. Failure to execute the contract documents, and failure to provide the required guarantees, insurance, etc. within the specified time may result in

forfeiture of the Tender deposit (if applicable). No work shall commence on the project until the documents have been executed by the bidder and the insurance and guarantees have been received.

There shall be no variation or substitution from this Tender unless approved in writing by the Town.

Receipt of materials, equipment, work or service will not waive any of the requirements of the contract. Defective goods, materials, or equipment found will be returned at the risk of the supplier and at the supplier's expense.

Failure to deliver or complete the terms of the contract outside of the stipulated project schedule shall entitle the Town to cancel the contract without being liable for any costs, fees, or charges of any kind.

In the event of labour or supplier strikes, or unexpected events that cease work, the Town reserves the right to suspend this contract.

34. BIDDER DECLARATION

The bidder, by submission of a Tender, declares that:

- a) The bidder has carefully reviewed the required deliverables and specifications in accordance to this Tender
- b) No one other than the bidder has any interest in this Tender or in the assignment of the pending contract from this Tender
- c) That all representation in the Tender submission are true and factual

34. BIDDER DECLARATION - Continued

- d) The bidder and their heirs, administrators, successor, executor and assigns are to forfeit all claims against the Town under the contract. This includes claims for all work done and/or supplies and/or service provided under the contract should it seem that a member of Council or a Town employee has been furnished with a direct or indirect financial benefit

35. CONFLICT OF INTEREST

Contractors participating in this Tender process shall disclose, prior to entering into an agreement, any potential direct or indirect conflict of interest. If such a conflict exists, the Town of Amherstburg may, at its discretion, withhold the award of a contract from the Contractor until the matter is resolved. If the conflict is deemed to remain unresolved, and the Town deems it necessary, the Town reserves the right to withhold the award of contract to the bidder altogether and provide the contract to the next qualified bidder.

36. SUBCONTRACTORS OR SUPPLIERS

If the Contractor proposes to use any product or services from another firm or subcontractor for any part of the work, other than those listed in the Form of Tender, the contractor must request approval in writing from the Project Manager. The Owner reserves the right at any time to object or refuse to accept any subcontractor, firm or supplier for inclusion in the work and shall not be required to give a reason for such objection or refusal.

No substitute for any firm, subcontractor or supplier shall be allowed without written consent from the Project Manager. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor, firm or supplier and the Owner. Should the contractor request to change any subcontractor, firm or supplier, the Owner will not be responsible for any additional costs incurred by the contractor as a result of this request.

37. CONTRACTOR'S LIABILITY

The successful Bidder, his agents, employees, or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carryon of the work, or by any neglect on the Contractor's part.

38. INDEMNIFICATION

The Contractor will indemnify and save harmless the Town, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its sub-contractors or their agents or employees with respect to the contract.

39. ERRORS AND OMISSIONS

The Town shall not be held liable for any errors or omissions contained in any part of this Tender. The Town has put forth significant effort to ensure accurate data in this Tender. The information contained in this Tender is supplied exclusively as parameters for bidders. The information contained in the Tender documents is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive. No information provided in the Tender is intended to relieve the bidder from forming their own conclusions with respect to the matters contained therein.

40. CONTRACT DOCUMENTS

The Proponent shall take note that the Contract Documents shall include a Contract Agreement, a Certificate from the Workplace Safety & Insurance Board and a Certificate of Insurance all to be furnished by the Contractor in a form satisfactory to the Owner's solicitor. The Proponent shall consult with the Owner's solicitor as to the forms required for the Contract and the Proponent shall not qualify his Quotation in respect to these matters.

41. LIQUIDATED DAMAGES

Liquidated Damages are not applicable to this project.

42. PROJECT COMMENCEMENT AND COMPLETION DATE

It is the intent of this Tender to supply a fully functioning unit for use in winter control operations for the year 2017. This unit MUST be delivered before November of 2017 in order to be available for winter control operations.

43. OCCUPATIONAL HEALTH AND SAFETY ACT

The contractor shall comply with all requirements of the Occupational Health and Safety Act, 1990 and Regulation for Construction Projects and Amendments, as administered by the Ontario Ministry of Labour and all subsequent amendment of said act. In the event that the contractor fails to comply with the requirements of the above mentioned act, the Town may suspend the continuation of the work forthwith and the suspension will remain in effect until the contractor has taken whatever remedies are necessary to comply with said act. Suspension of the work by the Town on account of the provisions of this clause, shall not allow the contractor an extension of the time of completion and the contractor may be liable for liquidated damages to the Town.

44. PROCUREMENT POLICY BY-LAW / GOVERNING LAW

Tenders will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Purchasing Policy, respecting purchasing (copy available upon request). By submitting a Tender for this subject, the Contractor agrees to be bound by the terms and conditions of such Policy and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

45. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

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, a review of the Town's Policy on Accessible Customer Service Standards, as well as instruction regarding all matters set out in Section 6 of the Regulation.

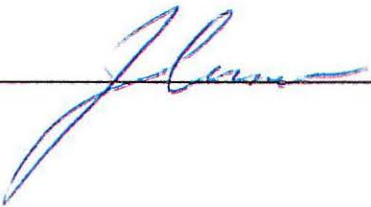
The Contractor shall also maintain a record of all training provided to the Contractor's personnel on the Town's accessible customer service standards as required under this section, which shall include at a minimum the dates on which the training was provided and the number of individuals to whom the training was provided. The Vendor shall furnish any required records of accessible customer service training to the Town within ten (10) days of the Town's request, unless otherwise agreed upon by the Town. The Town reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

The Town's Accessible Customer Service Standards Policy has been provided in Appendix B.

Information on accessible customer service training is available online from the Ministry of Community and Social Services at www.accesson.ca/index.aspx.

FORM OF TENDER**CONTRACTOR IDENTIFICATION SHEET**

BUSINESS NAME OF CONTRACTOR:	TEAM Truck Contract Limited
MAILING ADDRESS OF CONTRACTOR (including postal code):	745 Wilton Grove Rd. London, ON N6W 1H7
NAME OF CONTACT PERSON REPRESENTING CONTRACTOR:	Blake MacPherson
TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING CONTRACTOR:	226-721-3083 519-818-1306
FAX NUMBER OF CONTRACTOR:	519-737-1978
EMAIL ADDRESS OF PERSON REPRESENTING CONTRACTOR:	bmacpherson@teamtruck.com
NAME OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	Mark Robinson
TITLE OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	Chief Financial Officer

SIGNATURE OF PERSON AUTHORIZED TO ACT ON
BEHALF OF PROPONENT:


CORPORATE SEAL:

(Please affix Corporate Seal)

TENDER PRICE

1 the undersigned, having examined the locality and site of the Works, Drawings and Specifications as prepared by The Town of Amherstburg and hereby offer to furnish all materials including all appropriate sales taxes and perform all the work necessary as described in the above documents and in accordance with the said documents under the supervision of the Project Manager of the Town of Amherstburg, made up as follows:

Item No. 1 – Tandem Axle Truck and Snow Plow Package

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
1.0	One 2017 / 2018 Diesel Tandem Axle Truck with Snow Plow Package 30,844 Kg (68,000 lbs) G.V.W. Year: <u>2018</u> Make: <u>FREIGHT LIMA</u> Model: <u>11450</u>		1	\$	\$ 160771. ⁹⁵
2.0	Air Conditioning Tax		1	\$	\$ 100. ⁰⁰
3.0	Tire Stewardship Tax		1	\$	\$ 129. ⁹⁵
4.0	Delivery Charges to Works Department Garage		1	\$	\$ NIC
4.0	Supply and Install Dump Body and Snow Plow Package as per specifications		1	\$	\$ 110627. ⁹⁷

SUBTOTAL

\$ 271,628.⁹⁵

HST 13%


\$ 35,311.⁷⁶

TOTAL TENDER PRICE

\$ 306,940.⁷¹

SIGNATURE OF PERSON AUTHORIZED TO ACT ON
BEHALF OF PROPONENT:

CORPORATE SEAL:



(Please affix Corporate Seal)

PAYMENT OF CHASSIS DUE 90 DAYS
FROM INVOICING FROM FREIGHTLINER FACTORY OR
DELIVERY TO END USER WHICHEVER OCCURS FIRST.

CONTRACTOR’S QUALIFICATIONS AND EXPERIENCE

Please include a list of other similar projects and services completed by your firm and for whom the services were provided, when they were provided, and the approximate value of services provided.

Ontario equipment / body builder to be:

- ISO9001 - 2008 REGISTERED / QUALITY ASSURANCE NO. Q2794
- WHMIS CLEARANCE CERTIFICATE NO. 4867513
- TRANSPORT CANADA NATIONAL SAFETY MARK NO. P24
- ALL PLOW EQUIPMENT / SANDER BODY MANUFACTURED, SOLD, INSTALLED AND SERVICED IN ONTARIO - LOCATION OF PLANT / INSTALL FACILITY – Mount Forest, ON N0G 2L0, ON
- COPY OF CERTIFICATE OF INSURANCE IN FORCE TO BE INCLUDED WITH BID SUBMISSION MINIMUM OF FIVE MILLION DOLLARS POLICY

LIST AND LOCATION OF SUBCONTRACTORS FOR SUPPLY AND INSTALL OF EQUIPMENT TO BE PROVIDED WITH BID SUBMISSION Viking supplied & installed

SUBCONTRACTORS:

- A). _____
- B). _____
- C). _____
- D). _____

**Provide any attachments in this regard immediately following this sheet*

REFERENCES

Provide a minimum of three (3) separate references for related projects successfully completed by the contractor. Note that the references may be contacted.

Reference No.1

Company Name: County of Essex

Address: 360 Fairview Avenue Essex, ON Suite 201 N8M 1Y6

Contact Name & Title: Dan Newman - Fleet & Operations Supervisor

Telephone Number: Mo.#: 519-791-7179 Fax Number: 519-326-7540

Description of Project: VCL500T, VCL135HSE9 2 stage one way plow, Legace H.D. dump body with VCL slide-in hopper sander/pre-wet pkg., D.J. Flex 4 controller, VCL275 Metro wing.

Date of Project: 2016

Reference No.2

Company Name: Town of Tecumseh

Address: 917 Lesperance Road Tecumseh, ON N8N 1W9

Contact Name & Title: Kirby McArdle, P.Eng - Mgr., Roads & Fleet

Telephone Number: 519-735-2184 ext. 144 Fax Number: 519-735-1895

Description of Project: VCL500T, Reversible Plow, Proline II 1112LW-ALUMINUM 'U' body, VCL275Metro wing,

Date of Project: 2015

REFERENCES- (cont'd)

Reference No.3

Company Name: Town of Lakeshore

Address: 41 Dame Street Belle River, On N0R 1A0

Contact Name & Title: Chuck Chevalier - Manager of Public Works

Telephone Number: 519-728-2488 ext. 300 Fax Number: 519-727-0096

Description of Project: VCL500HD fully detachable hydraulic plow harness, VCL120HSE9 reversible plow, Proline II 1415LW-HT 'U' body, VCL275Metro wing

Date of Project: 2016

**Provide any attachments in this regard immediately following this sheet*

**ACKNOWLEDGEMENT OF TENDER DOCUMENTS AND ADDENDA
RECEIVED BY CONTRACTOR**

I/We, the undersigned, hereby acknowledge and confirm on behalf of _____

TEAM TRUCK CENTERS

That I/We have received all of the documents noted in the Table of Contents contained in this document and have been provided with all of the details required to permit me/us to submit a bid on Request for Tender.

1. I/We declare that this bid is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Tender for the supply of the same goods and services.
2. I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our bid to the Corporation of the Town of Amherstburg for the goods and services described herein.
3. I/We acknowledge that we have received the following addendum to this Request for Tender and that it is my/our responsibility to ensure that all addenda issued by the Corporation of the Town of Amherstburg has been received.

Receipt of Addendum No: _____ to _____.

Witness (if applicable)

Signature



Dated:

Name & Position (please print)

APR 10/2017

BRUCE MACPHERSON ACCOUNT MANAGER

AGREEMENT

THIS AGREEMENT made in triplicate this 18th day of May, 2017.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG
(hereinafter called the Corporation) of the first part.

AND

TEAM TRUCK CENTRES LIMITED
(Hereinafter called the Supplier) of the second part.

WHEREAS the Corporation is desirous that certain works should be designed for the provision of:

TANDEM AXLE TRUCK & SNOW PLOW PACKAGE

In the Town of Amherstburg and has accepted a Quotation by the Contractor for this purpose.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

The Supplier hereby covenants and agrees to provide and supply at his expense, all and every kind of labour and materials for, and to undertake and complete in strict accordance with his Tender accepted by the Town on the:

11TH day of April, 2017

And the Agreement Documents (consisting of the contents and requirements for this Tender, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Town of Amherstburg and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for the sum of:

Two Hundred Seventy-One Thousand, Six Hundred Twenty-Eight Dollars and Ninety-Five Cents
(\$ 2 7 1 , 6 2 8 . 9 5) excluding H.S.T.

The Contractor hereby covenants and agrees with the Corporation in the following manner:

(1) To undertake the supply of the equipment herein mentioned in strict accordance with the provisions of this Agreement, including the said Specifications and General Conditions therein referred to. The Supplier shall, in the execution of the provision of equipment perform, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in this Agreement.

(2) The Supplier will indemnify and save harmless the Town, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Supplier, its sub-contractors or their agents or employees with respect to the contract.

The Corporation covenants with the Supplier that if the provision of said equipment, including all extras in connection therewith, shall be duly and properly executed as aforesaid, the Corporation will pay the Supplier the Contract price mentioned in said tender (which are to apply to all extras of the character specified in the schedule of rates forming part of said Tender). Payment shall be made in the manner mentioned in the said General Conditions, issued in accordance with the conditions incorporated with and made part of this Agreement.

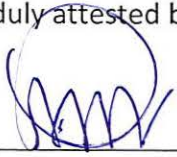
No monies shall become due or be payable under this Agreement until the equipment has been supplied and delivered to the Town. Payment of any monies thereunder, shall not be construed as an acceptance of any bad or defective equipment or material, to which the same relates, or as an admission of liability to pay any money in respect thereof, and shall not in any manner lessen the liability of the Supplier to replace such work or material, although the condition of the same may not have been known to, or discovered by the Town at the time the equipment was delivered to the Town, or monies paid thereon.

AND it is understood and agreed between the parties hereto as follows:

That this Agreement, and the covenants and conditions herein, and in the said General Conditions contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns, of the said Supplier and the Corporation respectively. In this Agreement, and in the Contract, of which this Agreement forms a part, the words, "person", "plans", "shall", "may", "herein", "work", "Supplier", and words used in the singular number of the masculine gender, shall have the meaning and effect given them in the General Conditions hereto annexed or in the Interpretation Act of the Revised Statutes of Ontario.

(this space left intentionally blank)

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.



WITNESS AS TO SIGNATURE OF
SUPPLIER



Supplier's Signature and Seal

TEAM TRUCK CENTRES LIMITED

Supplier's Name

195 WILSON GROVE ROAD, LONDON, ON N6W1T7

Supplier's address

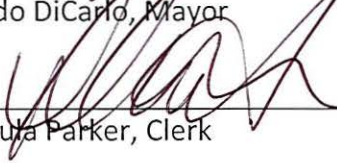
CORPORATION OF THE TOWN OF AMHERSTBURG



WITNESS AS TO SIGNATURE OF
CORPORATION



Aldo DiCarlo, Mayor



Paula Parker, Clerk

SPECIFICATIONS

1. DESCRIPTION OF VEHICLE

2017 / 2018 diesel tandem axle snowplow, wing and salter/sander complete 30,844kg(68,000 lbs.) G.V.W.

2. SPECIFICATIONS

The Bidder hereby bids and offers to enter into the contract referred to as "Tender – Supply of Tandem Axle Truck and Snow Plow Package – 2017" and all or any part of the work which is set out or called for in this Quotation, at the unit prices, and/or lump sums, here in after stated.

FOB:512 Sandwich Street South, Amherstburg, On.

NOTE: DEALER MARKINGS OR TRANSFERS SHALL NOT BE APPLIED TO THE VEHICLES. The Bid amount shall include all costs incurred, including delivery and all applicable taxes

It is understood that all specifications listed are the **MINIMUM REQUIREMENT**. Quotations not meeting the minimum specifications **MAY NOT BE CONSIDERED**.

Please indicate clearly where the equipment you are quoting exceeds or is not as stated in the specifications.

Bidders must note their compliance to the specifications in the space provided by checking the appropriate "YES" or "NO" column. Only NEW(no demonstrator models) are to be quoted.

Deviations or changes must be noted in the "Specify Actual" column or explained in detail on a separate sheet. The use of words such as "exceeds", "equal to" or "not required" will not be accepted in lieu of a detailed explanation.

Acceptable Chassis: International 7600 6x4
Freightliner 114SD 6x4
Mack Granite 6x4

MANUFACTURER: FREIGHTLINER MODEL YEAR: 2018

BODYMAKE: Viking MODEL: Proline II 1415LW-HT

ENGINE MAKE: PETROFF DIESEL MODEL: D013

Details		Yes	No	Specify Actual
a	General			
	This specification covers a 30,844kg (68,000lbs.) tandem axle diesel snowplow and salter/sander truck.	✓		68000 GVWR
	Vehicles must be supplied with suitable components to comply with the following specifications in all aspects.	✓		
	Vehicles must be supplied complete with current Safety Certificate, plated and sticker attached.	✓		
b	Vehicle Weight			
	Chassis GWW of 30,844kg (68,000 lbs.) minimum	✓		
	The allowable G.V.W.R. as supplied shall be shown on a metal or mylar tag.	✓		
	Chassis weight- 8,165kg. (18,000lbs.) minimum.	✓		18199 lbs
c	Axles			
	Front Axle shall be 9,979kg. (22,000 lbs.) capacity minimum with front shock absorbers.	✓		Make: <u>MERITOR</u>
	Synthetic axle lube.	✓		Model: <u>MFS-20-133A</u>
	Front Axle shall be SETBACK.			Capacity: <u>22000 lbs</u>
	Dual power steering boxes to be supplied:			Turning radius:
				Make: <u>TRW</u>
				Model: <u>THP-60 with RCH45 RCH45 RCH45</u>
	Rear Axle shall be 10,433kg (23,000lbs.), capacity minimum each axle - tandem axle, driver controlled locking differential in forward - rear and rear - rear axle. Blinking lamp with each mode switch, differential unlock with ignition off.			Make: <u>MERITOR</u>
				Model: <u>RT-46-160</u>
				Capacity: <u>46000 #</u>
	Tandem axle Rockwell RS-46-160-54; 46,000 lbs. capacity R series or equivalent with lube pump. 4:56 rear axle ratio. Hendrickson Haulmaxx 46,000 lb. rubber block 54" rear suspension. Shock absorbers both axles. Synthetic lube. Shift ability, start ability and turning radius charts and scans to be submitted with bids.			Make: <u>HENDRICKSON</u>
				Model: <u>HAUL MAXX</u>
				Axle Ratio: <u>4.56</u>
				Low Range Speed: <u>6.1 MPH</u>
				Top Road Speed: <u>75.2</u>

	Details	Yes	No	Specify Actual
d	Brakes /ABS			
	Premium type brake stroke indicators, front and back, mechanical type bolt on.	✓		MR SAFETY.
	Service Brakes to be full air brakes with anti-lock.	✓		
	Air compressor, 18 CFMCAF w/dry type air cleaner on air intake.	✓		C.F.M.: <u>19</u>
	Air dryer to be BW-AD9 with heater or equivalent.	✓		Make: <u>A-09</u>
	Protection boots for brake chamber pushrods shall be supplied.	✓		
	Low air pressure light and buzzer to be supplied.	✓		
	Front Brakes: 419mm X 150 mm (16" X 6") S-cam minimum.	✓		
	Rear Brakes: 419 mm X 177 mm (16.5" X 7") S-cam minimum.	✓		
	Dust shields to be supplied front and rear.	✓		
	Meritor automatic slack adjusters for all axles	✓		
	Positive rear wheel spring loaded parking brake, air reservoir and instrument panel control switch for both axles.	✓		
	A Schroder valve attached to the air tanks with easy access to allow manual filling with a standard tire chuck.	✓		
e	Frame and Chassis			
	Main rails shall be 1 1/32" x 3 1/2" x 10" 15/16" steel with full length chassis with 'C' channel frame reinforcing.	✓		
	Resisting bending moment (section modulus X yield strength) shall be 3,806,400 lbs., minimum	✓		
	Section modulus shall be 29.84 in ³ minimum. 120,000 PSI yield double frame minimum.	✓		Frame Yield Strength: <u>120000 PSI</u>
	Heavy duty swept back chrome front bumper shall be supplied.	✓		
	Reinforcing 10.8125" X 3.812" X .312" full "C" reinforcing.	✓		
	Mounting of snowplow cheek plates shall be possible.	✓		
	MTO specified frame cross member conforming to drawings MTO A-7-491 & A-7492, without interference from truck auxiliary mounts must be provided within 10" at back of chassis cab.	✓		<u>VIKING SUPPLIED</u>

Details	Yes	No	Specify Actual
O.E.M. full integral frame extensions (24 inch minimum) with 1/4" 'C' channel insert Are required for installation of plow harness.	✓		
Chassis frame and front extensions must be full frame with section modulus and yield strength sufficient for mounting snowplow control equipment.	✓		
Body builders access point must be provided in-cab behind driver's seat for auxiliary body lighting.	✓		
Heavy duty rear tow hooks are to be provided	✓		
Rear hitch plate with truck to trailer package	✓		VIKING
Clear and usable cab to axle dimension of approximately 138 inches. Specify CA. NOTE: Successful chassis dealer to check with Viking body builder prior to ordering chassis.			CA: 144CA
Wheel base dimension to suit cab to axle dimension. Specify W.B.	✓		W.B.: 210.
Passenger side DPF configuration and vertical exhaust stack exhaust stack must be routed to avoid interference with rear wing / body	✓		
Fuel tank protrusion behind cab must avoid interference with body installation. Specify.	✓		
Battery box located in cab under non air ride passenger seat with positive / negative jump posts under cab in lower valance panel OR batteries located under cab on driver's side.	✓		Specify: UNDER CAB LEFT SIDE
Air dryer, air tanks, fuel and oil coolers must be located in a position to avoid interference with salter/sander spinner and wing harness.	✓		
Automatic air tank drain valve.	✓		
Chrome front grille must be stationary with screen in behind grille.	✓		
f Suspension			
Front spring capacity at ground 4,986kg. (11,000lbs) each. Total capacity 9,979kg. (22,000lbs). Front shock absorbers.	✓		11500 Front Total 23000 lb.
Rear suspension shall be 46,000lb. Minimum with shock absorbers.	✓		Specify: Yes Shocks
g Wheels and Tires			
Dual rear wheels	✓		
Front Tires: (2) 425/65RX 22.5X20 Ply Michelin XZY-3 Wide Base. Specify size and ply.	✓		Size: 425/65R X 22.5 Ply: 20 Ply. MICHELIN
Rear Tires: (4) 12X22.5X16 ply Michelin XDE All Terrain LRH M/S Version to be supplied. Specify size and ply.		✓	Size: 11R22.5 XDE M/S Ply: 16 Ply

XDE M/S 12RX22.5 -

Details		Yes	No	Specify Actual
	Rims shall be 10 hole non-polished aluminum hub piloted with nylon wheel nut indicators.	✓		
	Rims shall have load and pressure ratings equal to or greater than those of tires. Specify.	✓		
h	Engine Requirements			
	Diesel - Four stroke type. In-line 6 cylinder WET SLEEVED – 13 litre minimum	✓		Specify:
	Detroit DD13 OR Mack 13 litre – 410 H.P. @ 1625 RPM/1650 LB./FT. torque @ 975 RPM	✓		DD13 - 410hp
	Engine to be wet sleeved and fully electronic controlled.	✓		@ 1650 lbs/st.
	Engine compression brake with operator controlled 3 settings by dash mounted switch.	✓		
i	Engine Equipment			
	SUPPLY THE FOLLOW EQUIPMENT:			
	Alternator-Heavy Duty -180 amp. Minimum Delco Remy	✓		Specify: 150 AMP DR
	Exhaust- horizontal muffler with vertical chrome tailpipe / chrome heat shield c/w curved 90 degree exhaust outlet.	✓		Specify: HORIZONTAL TAILPIPE.
Note	All exhaust and emission components including, but not limited to mufflers, exhaust pipes (CHROMED VERTICAL stack or horizontal / horizontal muffler), particulate traps, to meet current EPA requirements, shall be supplied and installed in a manner that does not interfere with installation of any and all auxiliary snow and ice control equipment to be installed by Viking-Cives.	✓		Specify: CLEAN CA B.O.C R/H RAIL FOR WING.
	Batteries- 3 12 Volt 3375 C.C.A. (cold cranking ability) maintenance free batteries shall be easily accessible for service.	✓		
	Battery Box – The battery box shall be water tight and moisture proof with a form fitting chrome lid – frame mounted / under cab or in cab under stationary non air ride seat.	✓		Location: UNDER CAB LEFT SIDE COMPOSIT LID.
	Battery disconnect switch in-cab mounted outboard of driver's seat and accessible when door opened.	✓		
	1500 watt engine block heater with chrome receptacle under cab on driver's side.	✓		
	Engine governor (built-in type)	✓		

	Details	Yes	No	Specify Actual
	Alarms:			
	Low oil pressure (light and buzzer)	✓		
	High temperature (light and buzzer.)	✓		
	Engine oil pressure gauge.	✓		
	Heavy duty dry type dual element air cleaner c/w sight gauge in cab.	✓		
	Horton automatic temperature controlled on/off engine clutch fan with free wheeling 30" nylon blade or equivalent.	✓		Specify: KYSOR ON/OFF
	Inside/outside engine intake c/w cab controlled driver dash switch.	✓		Make: <u>DONALDSON</u> Model: <u>INSIDE/OUTSIDE</u>
	Oil filter -full flow type	✓		
	Corrosion resistant oil pan	✓		Specify: <u>COMPOSITE MATERIAL</u>
	Heavy duty heated fuel oil water separator with sight glass. Spin on fuel filter.	✓		
	Cold starting aid and in-cab control. Electric preheat acceptable.	✓		Specify: <u>DAVCO 12VOLT PRE HEAT</u>
	Tachometer			
	Engine hour meter c/w anti-vibration mounting (HobbsTypeM3888 Dampener). Specify.	✓		Specify. <u>IN DASH CLUSTER</u>
	Corrosion resistor (Spin on water filter) for engine coolant.	✓		<u>CAN RIGOR TYPE</u>
	Coolant—extended life Antifreeze (-40 degrees F).	✓		<u>LONG LIFE.</u>
	12 V in-dash power supply	✓		
	Provision for front mount hydraulic pump must include front crank adapter and front stationary chrome grille with bug screen in behind grille and radiator clearance for pump drive shaft.	✓		
Note	Where the crankshaft is located low enough To allow the front mounted pump to operate with sufficient clearance below radiator, the 3 1/2" dia. opening is not required.	✓		Specify. <u>THROUGH RADIATOR</u>
	Engine hood shall be one piece front tilting fiberglass with access service hatch(s).	✓		
	Automatic Greaser – Groeveveld or Lubecore system to include truck chassis, spreader body and all possible points.	✓		Specify. <u>LUBECORE</u>
j	Transmission			
	Automatic Transmission Allison 4500 RDS-P 6 speed automatic transmission.	✓		
	Key pad electronic shift control dash mounted	✓		

Details		Yes	No	Specify Actual
	Water to oil transmission cooler	✓		
	Transmission oil check and fill with electronic oil level check	✓		
	Synthetic transmission fluid (TES-295 compliant)	✓		
k	Cab			
	Premium AIR RIDE cab to be supplied with the following equipment:	✓		
	Insulated padded headliner / cab back wall	✓		
	Insulated padded door panels with map pockets	✓		
	18" tilt / telescopic steering wheel	✓		
	Integral heater/air conditioning	✓		
	AM/FM stereo with clock and antenna. Bluetooth.	✓		
	O.E.M. provisions for plugging in and installing Town's 2 way radio.	✓		
	12 volt power supply.	✓		
	Dual chrome air horns complete with snow shield covers	✓		
	Heated electric windshield	✓		
	All windows shall be OEM tinted	✓		
	Two speed dual electric intermittent windshield wipers/washers complete with winter blades and wiper shakers.	✓		WIPER SHAKERS
	Cowl tray under windshield to help prevent snow/ice buildup under wipers	✓		
	Dual interior sunvisors plus driver's side window fold down visor.	✓		
	Exterior sunvisor colour keyed to cab colour with flush mounted L.E.D. clearance lights.	✓		
	Rain gutters with drip molding.	✓		
	Exterior / interior grab bars each side, installed such as to permit 3 point entry into cab.	✓		
	Premium interior cab package - GRAY Interior.	✓		Specify: GRAY
	Body circuit switches – 12 in-dash mount powered switches, 20 amp per switch-wired to controlled outbox mounted by battery box for body light installation.	✓		VIKING Tower
	Dual interior door arm rests.	✓		
	Heavy duty fresh air type heater, defroster and air conditioning.	✓		

Details	Yes	No	Specify Actual
Interior dome and map lights.	✓		
Overhead console with storage bins and netting.	✓		NO NETTING 1/2 LIP.
Two valve parking brake system with warning indicator.	✓		
Two valve parking brake system with warning indicator.	✓		
Truck to trailer brake package with truck to trailer hand control brake valve, glad hands and 7 wire trailer plugs to rear of chassis frame.	✓		
Breakaway tractor protection valve.	✓		
Dual convex mirror (bright finish) 8".	✓		
Bright finish look down mirror on passenger side.	✓		
Dual stainless steel heated mirrors. Outside mirrors to be 6"x16" West Coast style mirrors motorized & illuminated Heated fender convex chrome or stainless steel mirrors	✓		NO HEIGHTS IN MIRRORS ALL HEATED
Air ride heavy duty cloth high back driver National 2000 3 chamber lumbar with in-board and right side arm rest. Same air ride passenger seat heavy duty cloth lumbar and arm rests. NOTE: If batteries under passenger seat non air ride seat to be supplied.	✓		Specify: PREMIUM FREIGHTLINER AIR RIDE SEATS.
Two removable heavy duty rubber floor mats.	✓		
Two rubber front fender extension moldings. Under hood skirting to prevent mud from going up on engine. Under hood sound abatement package.	✓		
Two front fender full width mud flaps.	✓		
Power windows & door locks – both sides	✓		
Tilt / telescoping 18" steering wheel.	✓		
5 lb. fire extinguisher to be provided and mounted in cab beside driver's seat and accessible when door opened, emergency triangles (3) plus first aid kit installed.	✓ ✓		Specify: 5 lb FIRE X. FIRST AID KIT TRIANGLE REFLECTORS
Water temperature gauge shall be supplied	✓		
Voltmeter shall be supplied	✓		
Transmission and axle temperature gauges shall be supplied	✓		

	Details	Yes	No	Specify Actual
	Inside/outside temperature gauges shall be supplied	✓		OUTSIDE IN DASH CLUSTER
	Doors and Ignition keyed alike –c/w 3 sets of keys	✓		
	Tachometer and trip, fuel, engine hour gauges	✓		
	Cab to be 109" BBC conventional minimum.	✓		Specify: 114 BBC
	Equipment width to be 102".	✓		
l	Fuel Tank			
	D-shape non polished aluminum with stainless steel straps	✓		
	Supply 302 litre(80 U.S. gal) step tank, mounted on left side. Extension beyond cab must not interfere with salter/sander spinner.	✓		Capacity: 302 l
	Expanded aluminum cab tread plate steps with boot brush.	✓		
	Extra step under tank.	✓		2 STEPS
	Supply in-cab fuel gauge.	✓		
	Supply "In tank sender" for fuel and diesel exhaust 6 gallon poly tank.	✓		13 Gallon
m	Lights/Electrical			
	All lights supplied are to be LED.	✓		
	The following lights shall be supplied:			
	The following lights shall be supplied: Two fender mounted 4" diameter amber direction	✓		
	Lights facing forward and side mounted	✓		
	directional lights front of both doors.	✓		
	Rear LED red directional lights.	✓		
	LED stop lights.	✓		
	Five (minimum) identification streamline LED cab lights in colour coded to cab exterior visor.	✓		
	Four-way emergency flashers.	✓		
	Back-up lights.	✓		
	Separate head light wiring harness with separate switch in cab dash must be provided for auxiliary plow harness lights.	✓		
	Seven wire trailer plug shall be supplied OEM with chassis.	✓		
	All wiring joints for tail-lights etc. shall be made by means of a junction box attached to Truck frame.	✓		
	Built in plow light harness.	✓		
	102 DBA back-up alarm.	✓		
n	Paint			
	Exterior painting to match Town of Amherstburg colour - Harvester Red - Imron code # 2303	✓		

	Details	Yes	No	Specify Actual
o	Dump/Spreader 'U' Body	✓		
	Supplemental specifications for equipment to be supplied and installed by Viking-Cives in Mount Forest, Ontario.	✓		
Note	A Pre-Order Meeting MUST be held between the Town, the successful truck dealer and Viking-Cives before chassis is ordered.			
	Successful proponent is responsible for delivery of cab and chassis to Viking-Cives and ultimately for delivery to the Town yard at 512 Sandwich Street South, Amherstburg, On.			
p	Warranty			
	A detailed signed manufacturers factory warranty shall be supplied for the following:			
	Standard Warranty – State terms in full			
	General: 2 Year Basic UNLIMITED			
	Engine: 2 Year 100% parts & labour - years	3/4/5-		MAJOR COMPONENTS NO LABOUR
	Major Castings: 5 Years 800,000 Ks			
	Emission Components: 5 Years 160,000 Ks			
	Power train: TRANSMISSION - 3 Years AXLES - 2 Years			
	Extended Warranty: A 5yr/160,000km ✓ extended vehicle, engine and power train ✓ warranty shall be supplied.			Specify Actual Cost
	Vehicle ✓			\$ 10,492.00
	Engine and power train complete ✓			100% PARTS & LABOUR
	Transmission ✓			PARCHMENTS ATTACHED
	Front and rear suspension ✓			
	Air intake system ✓			
	Ignition and charging system ✓			
	Cranking system ✓			
	Charge air cooler ✓			
	Climate control and cooling systems ✓			
	Drive shafts and components ✓			
	Braking systems ✓			
	Wiring ✓			
	Fuel system ✓			
	Steering ✓			
	Exhaust / SCR / DPF ✓			
	Instruments and gauges ✓			
	Engine / transmission mounts ✓			
	All components list above shall include 100% parts & labour. Bidder shall provide proof of this prior to tender being awarded.warranty	✓		
	Supply shop repair manual (including CD) for truck chassis	✓		ACCESS FREIGHTWAY -

Upon delivery a DETAILED LIST shall be supplied stating filter and belt numbers, all types of fluids required and their drain intervals, and all time frames for regular maintenance work	✓		
A qualified technician from both the truck Supplier and the body builder shall supply 2 hrs. of training to Town employees when each unit is delivered. All general maintenance items shall be reviewed with Town operators.	✓		

	Details	Yes	No	Specify Actual
	All warranties are to go into effect once the COMPLETED unit is delivered to the Town yard	✓		
Note	Vehicles shall meet or surpass the Mandatory regulations of the "Canadian Motor Vehicle Safety Regulations"(SOR 70-487) amended and must bear the national safety mark outlined in those regulations as well as meet all current emission control legislation. The vehicle must meet or exceed the current EPA/CARB Emissions Certificate.	✓		
	Vehicle shall be supplied with a valid period mandatory commercial vehicle inspection(P.M.C.V.) sticker	✓		
q	Delivery			
	State the delivery date for the <u>completed truck</u> as per the specifications	✓		28-35 weeks from order date
Note	Delivery date will impact award of this Quotation	✓		NO GUARANTEE OF November Delivery

It is the intent of this Tender to supply a fully functioning unit for use in winter control operations for the year 2017. This unit **MUST** be delivered before November of 2017 in order to be available for winter control operations.

NOTE: DEALER MARKINGS OR TRANSFERS SHALL NOT BE APPLIED TO THE VEHICLE. The Bid amount shall include all costs incurred, including all applicable taxes.

APPENDIX A – SPECIFICATIONS: PLOW & SAND / SALT SPREADER

- ✓ These specifications describe plow package and sand/salt spreader complete.
- ✓ Supply and install:

Proline Body

- ✓ • PL1415LW 10.7 cu. yd. water level capacity (13.7 cu. yd. w/10" sideboards), 8.2 m³ water level capacity (10.5 m³ w/10" sideboards). Mid-point of body long sills self-adjusting main conveyor chain tensioner with remote grease fittings—2 each side to front of body, poly spinner assembly included, install kit consisting of: Mailhot CS130"-5"-3 approx. 30 ton telescopic 'nitrated front hoist, hoist saddle, two (2) 30/30 air brake chambers for positive tailgate lock/in-cab air control on floor pedestal beside driver's seat, mudflaps, 2½" rear body dump hinge complete with integral rear body safety prop, clearance and marker lights, chassis mounted body guides. Body shot blasted, epoxy zinc primed and painted Imron 5000 Elite SS RED, code# 2303 to match cab and chassis.

Dimensions

- ✓ • 60" front body wall with 22.5 degree continuous slope from top to bottom.
- ✓ • Sides: smooth rolled one piece 45" height from main conveyor floor.
- ✓ • Tailgate: 53" from main conveyor floor.

✓ Proline Options

- ✓ • HI-TENSILE 450 Hardox steel body construction in lieu of standard 3/16" Cor-Ten 'A'. One piece front wall sheet; one piece 'smooth' rolled side walls with 4"x4"x3/8" square tubing top rail with sideboard pockets and gussets each side, ¼" Hardox 450 main conveyor floor; 3/16" single sheet tailgate with 3/16" cross braces for integral strength. 3/16" one piece exterior full length integral body fenders, 100% welded.
 - ✓ ○ Asphalt door in tailgate with lever chute to curbside
 - ✓ ○ Aluminum shovel holder installed on driver's side at front
 - ✓ ○ Aluminum fold-up body ladder @ rear on R.H./curbside
 - ✓ ○ Main conveyor sensor motor in lieu of standard with adapter cable
 - ✓ ○ 10" hardwood sideboards painted BLACK
 - ✓ ○ Air tailgate with bolt on brake pot covers
 - ✓ ○ Red/white 2" reflective tape along body fenders & across bottom of tailgate
 - ✓ ○ Main conveyor cover clean out screen to be 'PINNED', not bolt on
 - ✓ ○ Grote 'Ultra Blue Seal' LED lighting kit includes LED backups

✓ Options Continued

- ✓ ○ Aluminum upper MTO light poles with upper REDS, blue strobe on driver's side / amber on passenger side
- ✓ ○ Grote blue self-flashing 4" round LED strobe w/stainless steel mount box
- ✓ ○ Grote amber self-flashing 4" round LED strobe w/stainless steel mount box
- ✓ ○ Grote blue self-flashing LED 6" corner post strobe
- ✓ ○ Grote amber self-flashing LED 6" corner post strobe
- ✓ ○ STAINLESS STEEL x-conveyor table assembly
- ✓ ○ Front LH poly spinner assembly w/reversible positive drive belt
- ✓ ○ STAINLESS STEEL cross conveyor table assembly
- ✓ ○ Spinner clean off/anti coning device
- ✓ ○ RH spinner assembly with poly lined stainless steel material chute for reversible cross conveyor
- ✓ ○ Stainless steel hinged fold down windrow salt extension chute
- ✓ ○ Poly lined chute spinner chute on driver's side
- ✓ ○ Extended cross conveyor stainless steel guards
- ✓ ○ Flush hose attachment for cross conveyor cleanout
- ✓ ○ Driver's side Grote 6" #64491 rubber encased spinner light- separate in-cab switch
- ✓ ○ BOC Grote 6" #64491 rubber encased cross conveyor floodlight c/w mounting bracket, harness c/w separate in-cab switch
- ✓ ○ VCL manufactured air tarp kit c/w aluminum 'dog legged' tubular tarp arms
- ✓ ○ Mesh tarp cover
- ✓ ○ 1,174 litres (310 U.S. gal) pre wet fender tanks (155 U.S. each side) 3/16" aluminum chassis mounted tank trays. Cam lock fill coupler. 11 litre (3 U.S. gal.) flush tank for liquid pump and spray lines / nozzles.

✓ Plow Harness

- ✓ • Viking 500HD fully detachable hydraulic tilt plow harness. Harness shall be mounted at the front end of the chassis frame and shall be bolted to the cheek plates. Lifting ram diameter—shall be 10" minimum.
- ✓ • Lifting ram stroke shall be double acting.
- ✓ • Cylinders shall be hardened chromed.
- ✓ • Drive ears shall be 30 1/2" center >center. See Note Below
- ✓ • Height to lower drive connection shall be 19" when mounted—truck empty.
- ✓ • Quick attach pockets w/drop in pins.
- ✓ • Cheek plates to match truck frame and shall be supplied and be suitable for plow.

✓ Plow Harness Continued

- ✓ • Two sealed beam Halogen headlights w/high & low beam plus turn signals shall be supplied, installed on chassis–hood mounted in conjunction with Viking#01900439 mounting brackets.
 - ✓ • Wires shall be well protected in looms.
 - ✓ • Plow lights and turn signals shall be equipped with "Quick-Tack" ends.
 - ✓ • Truck harness shall be painted Imron 5000 Elite SS Medium Gloss BLACK.
 - ✓ • Parts manual shall be supplied with each unit.
 - ✓ • Cut O.E.M. front bumper and re-install ends to chassis.
- ✓ **NOTE:** Plow harness must be able to accept the plow being specified below, manufactured by Viking. Plow must be able to mount in the Viking quick attach pockets.
- ✓ **Wing Post**
- ✓ • Viking 8" I beam 18.4 lb./ft. rated Metro front wing post, 3" x 48" D.A. hardened chromed slide cylinder, slide, trip hinge, mounting hardware including Grote #12020 12" convex mirror on back side of front post on 12" raised bracket, Grote 6" #64491 rubber encased spot light on front post with separate in-cab switch.
 - ✓ • Aeon 5,000 lb. rated helper rubber block kit for O.E.M. R.H. springs.
 - ✓ • Prepped and painted Imron 5000 Elite SS Medium Gloss Black.
- ✓ **Rear Wing Harness**
- ✓ • Viking VCL275 Metro wing tower assembly, hydraulic cylinder for rear of wing, wing braces on 17" spacing, VCL rear x-member approximately 10" B.O.C. to aid in winging side forces, Grote 6" #64491 rubber encased rear wing light - on separate in-cab switch.
 - ✓ • 35 U.S. gallon hydraulic oil reservoir B.O.C. above chassis frame with ball valve shut off, temperature / sight gauge, hand clean out, internal baffles, raised vented chrome filter / filler cap.
 - ✓ • Assembly prepped and painted Imron 5000 Elite SS Medium Gloss Black.
- ✓ **Wing**
- ✓ • Viking VCL144VP 12' wing with VERTICAL POSITIONER (lowers wing which enables operator to see out passenger window). Featherable in-cab control and dedicated D.A. hydraulic valve section B.O.C., HIGH WEAR

- ✓ one piece wing blade, VCL curb shoe on discharge end, 36" orange florescent marker on discharge end, conspicuity safety reflective tape on trip arms and on rear edge of wing.
- ✓ • Assembly prepped and painted Imron 5000 Elite SS Medium Gloss Black.
- ✓ **Pintle Hook Package**
 - ✓ • Heavy duty pintle hook plate rated @ >30,000lb. MGTW rating, 2safety chain tow eyes. Holland PH410AR11 'AIR' cushioned hook rated @100,000lbs. MGTW, hook mounting height @ 24" lunette height(level ground to lower inside saddle of hook). Angle iron over top of pintle hook with small rubber flap bolted to it.
 - ✓ • Pintle plate assembly painted Imron 5000 Elite SS Medium Gloss BLACK. Viking to switch out O.E.M. glad hands with Traction Tec #9311/12 swing away glad hands. Re-install O.E.M. tail lights to chassis.
- ✓ **Spreader Controller**
 - ✓ • Bosch-Rexroth CS550 LITE in-cab electronic spreader controller w/3 section valve (spinner, conveyor and pre-wet) VCL liquid pump kit in chassis mounted stainless steel cabinet), main conveyor sensor motor, MP Filtri high pressure 10 micron absolute filter assembly. Controller mounted on bottom of swivel floor pedestal between seats. Sprague Road Watch integrated Bosch CS550 screen readout.
- ✓ **Hydraulics**
 - ✓ • Hydraulics- Dowty tandem dry mode dedicated front mounted pumps with air shift controls, one pump operates all plow and wing functions and the other pump controls conveyors/spinner/body hoist/hydraulic tilt moldboard. All functions are in-cab controlled by air over hydraulic featherable controls on command center floor pedestal between cab seats. Low hydraulic oil light and buzzer in cab. B.O.C. mounted 35U.S.gallon 3/16"pickled steel hydraulic oil reservoir with in-tank clean out screen, vented chrome fill cap, temperature/ sight gauge, ball valve shut-offs.HCD-6 valve sections B.O.C. mounted above chassis frame. Eaton Aeroquip 2 wire,3½" radius bend,-70 /+260 degree-rated hydraulic hoses. 4300>5400 PSI rating.
- ✓ **Viking VCL120HSE9 ONE WAY PLOW**
 - ✓ • 26" intake, 54" discharge height. 13'10" overall length. 11' cutting edge, 9' clearing path. Includes H.D. tubular push frame assembly w/hydraulic 4" x 10" chromed tilt moldboard cylinder and angle rod indicator, adjustable cast steel push frame runner shoes. 1/2" x 8" x 132"

- ✓ BACKER BLADE / 7/8" x 6" x 132" (3 pieces 7/8" x 6" x 44") MTO trap (45 degree) cutting edge with carbide nose piece in lieu of standard cast. Quick attach plate and bar swivel for plow hook-up to plow harness. 36" florescent plow marker each end of plow moldboard. Sleeved safety check cable from top of moldboard to plow push frame to prevent plow from going over center if plow brace rod pin malfunctions. Grade 70 plow lift chain upgrade over standard chains. Plow assembly prepped, shot blasted, epoxy zinc primed and painted Imron 5000 Elite SS Medium Gloss Black in lieu of standard Alkyd paint.

- ✓ NOTE: Hydraulics to be mounted such that it does not interfere with lifting motion or operation of the plow harness.

APPENDIX A

SUBMISSION ENVELOPE

Complete the required information on the following Tender envelope cover sheet and firmly affix to the Tender submission envelope.

SUBMITTED BY:

TENDER

SUBMITTED TO: TOWN OF AMHERSTBURG – TOWN HALL (UPPER LEVEL)
271 SANDWICH STREET SOUTH
AMHERSTBURG, ONTARIO
N9V2A5

ATTENTION: CLERKS DEPARTMENT

PROJECT: TANDEM AXLE TRUCK & SNOW PLOW PACKAGE
V01-2017-002

CLOSING: TUESDAY, APRIL 11, 2017 AT 11:00AM

THIS PORTION TO BE COMPLETED BY THE TOWN OF AMHERSTBURG

RECEIVED DATE: _____ RECEIVED TIME: _____ RECEIVER'S INITIALS: _____ SUBMITTER'S INITIALS: _____

APPENDIX B

TOWN OF AMHERSTBURG ACCESSIBLE CUSTOMER SERVICE STANDARDS POLICY

Accessible Customer Service Standards Policy

Disruption of Services

If there is a disruption in a particular facility or service used to allow a person with a disability to access goods or services, the Town will give notice of the disruption to the public by posting the reason for the disruption, the anticipated duration of the disruption, and alternative facilities or services that may be available. This posting will be in a conspicuous place on the premises of the Town of Amherstburg, the Town website and/or by other reasonable methods in the circumstances.

If the Town anticipates a disruption, the Town will provide a reasonable amount of advance notice of the disruption. If the disruption is unexpected, notice will be provided as soon as possible.

Training

The Town will ensure that all persons to whom the *Accessible Customer Service Standards Policy* applies to receive training as required. The amount and format of training given will be tailored to suit each person's interactions with the public and his or her involvement in the development of policies, procedures and practices pertaining to the provision of goods and services. This training includes, but is not limited to, the Town's policies, procedures and practices pertaining to the provision of goods and services to customers with disabilities and how to assist customers with disabilities in accessing the Town's goods and services. The Town will keep records of this training.



Feedback

Feedback from the public is welcomed as it may identify areas that require change and encourage service improvements.

Feedback or complaints may be given by telephone, in person, in writing, or in electronic format or through other methods.

Information about the Town's feedback policy and process is posted on the Town's website (www.amherstburg.ca).

If a complaint is received regarding the accessibility of the Town's goods and services, it will be reviewed by the relevant division or department. These will be reviewed for the purpose of resolving the issue and to improve the Town's understanding of the Town of Amherstburg customer's needs.

Feedback will be responded to within three (3) business days of its receipt by the Town.

Availability of Documents

This policy will be made available upon request in a format that takes into account the person's disability to any person to whom it provides goods or services as well as on the Town of Amherstburg website.

Town of Amherstburg

Accessible Customer Service Standards Policy



Town of Amherstburg
271 Sandwich Street S.
Amherstburg, Ontario
N9V 2A5

Phone: 519-736-0012
Fax: 519-736-5403

Email:
accessibility@amherstburg.ca



Town of Amherstburg Accessible Customer Service Policy—Background and Purpose

The *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)* is a Provincial Act with the purpose of developing, implementing and enforcing standards that enhance the ability of persons with disabilities to access the goods and services that are available to others. Accessibility Standards for Customer Service is the first standard to be passed as a regulation and become law in Ontario. Under this standard designated private and public sector organizations must develop certain policies, procedures and practices pertaining to customer service to persons with disabilities.

What is Accessible Customer Service?

Persons with disabilities may require assistance or accommodation in the way that goods and services are provided to them. The type of accommodation provided may vary depending on the customer's unique needs.

Accessible Customer Service Policy Statement

The Town of Amherstburg is committed to providing quality goods and services that are accessible to all persons that we serve.

Exclusions

This Accessible Customer Service Standards Policy shall not apply during any period where Council has declared a "State of Emergency" as defined under the Emergency Management Act.

GENERAL PRINCIPLES

The Provision of Goods and Services to Persons with Disabilities

The Town of Amherstburg will use reasonable efforts to ensure that the Town's goods and services are provided in a manner that:

- Respects the dignity and independence of persons with disabilities;
- Provides goods and services to persons with disabilities in an integrated manner with those who do not have disabilities unless an alternative measure is necessary and
- Provides an opportunity equal to that of persons without disabilities to obtain, use or benefit from the Town's goods and services.

When communicating with a person with a disability, the Town will do so in a manner that takes into account the person's disability.

Assistive Devices, Service Animals and Support Persons

Persons with disabilities may use assistive devices, support persons or service animals to assist them in accessing the Town's goods and services.

The Town will allow people to use their personal assistive device to access services. The Town will also ensure that staff is familiar with how to use or how to access information on the use of the assistive devices which are available in their respective area of responsibility.

If a person with a disability is accompanied by a service animal, the Town will permit the person to enter the premises with the animal and keep it with him or her, unless the animal is otherwise excluded by law from the premises. If the service animal is excluded by law from the premises, the Town will look to other avail-

able measures to enable the person with a disability to obtain, use or benefit from the Town's goods and services.

If it is not readily apparent that the animal is a service animal, the Town may ask the person with a disability for a letter from a physician or nurse confirming that the person requires the animal for reasons relating to his or her disability. The Town may also, or instead, ask for a valid identification card signed by the Attorney General of Canada or a certificate of training from a recognized guide dog or service animal training school.

It is the responsibility of the person with a disability to ensure that his or her service animal is kept in control at all times.

If a person with a disability is accompanied by a support person, they are permitted to enter the premises together and are not prevented from having access to each other while on the premises.

The Town may require a person with a disability to be accompanied by a support person while on Town premises in situations where it is necessary to protect the health or safety of the person with a disability or the health and safety of others on the premises.

Where fees for goods and services are advertised or promoted by the Town of Amherstburg, it will provide advance notice of the amount payable, if any, in respect of the support person.

