

INSTRUCTIONS TO BIDDERS

1. TENDERS

- (a) Envelopes containing the Tender are to be clearly marked as follows:
“Tender for: Supply of One (1) New 2020 or 2021 Tandem Dump Truck”
- Addressed to: **Town Clerk**
Town of St. Anthony
87-95 West Street
St. Anthony, NL
A0K 4S0
- (b) The Tender must be sealed in an envelope and must be hand delivered or couriered to the address above. Oral, regular mail, telephoned, faxed or emailed tenders will be rejected unless otherwise indicated in an addendum.
- **Tenders are to be delivered no later than 2:00:00 PM, Monday, January 25, 2021** (“Tender Closing Time”). **Tenders received after that time will not be considered.**
- (c) The Form of Agreement is included in the Contract Documents at the time of tendering for the purpose of information to Bidders and shall not be completed at the Time of Tendering.
- (d) Before submitting a tender, bidders shall carefully examine the tender documents and fully inform themselves of the conditions and limitations. No subsequent allowance under the tender documents will be considered for any bidder who failed to become familiar with all aspects of the tender.
- (e) Tenders will be opened in public after 2:00:00 pm, on tender closing day or such later date as determined by the Town and indicated to bidders by way of addendum (“Tender Opening”).
- (f) A copy of the services agreement is included in the tender documents for the purpose of providing information to bidders and shall not be completed at the time of tendering.
- (g) The Town of St. Anthony (the “Town”) will not reimburse any bidder for any expenses incurred in the preparation and submission of its Tender.

2. TENDER DOCUMENTS

- (a) The Tender Documents consist of the following:
- (i) Instructions to Bidders
 - (ii) Tender Form 1 – General Specifications;
 - (iii) Tender Form II – Tender Requirement Specifications
 - (iv) Tender Specification List
 - (v) Tender Form III – Bid Submission Form;
 - (vi) Town of St. Anthony General Terms and Conditions; and
 - (vii) Any schedules and/or exhibits and/or annexes and any amendments to the Tender Documents issued during the tender period.

- (b) Should the bidder find, during the examination of tender documents, omissions or conflicts in, or among, the tender documents, or be in doubt as to their meaning, the bidder shall submit questions to the Town of St. Anthony by electronic mail sent to stanthony@nf.aibn.com at least 72 hours prior to the tender closing time. The Town will review the questions and, where information sought is not clearly indicated or specified, will issue a clarifying addendum, which shall become part of the tender documents.

3. **COMPLETION OF TENDER FORMS**

- (a) The bidder shall fill in all applicable spaces in the attached tender forms, and shall have the tender forms executed by properly designated signing officers of the Company or Firm.
- (b) The bidder shall express its price or fees so as to separately identify (i) the price or fees excluding applicable taxes or duties and (ii) the amount of all applicable taxes or duties, including HST. Failure to do so will be sufficient grounds for rejection.
- (c) The bidder shall type or legibly print the information required on the tender form.

4. **INSURANCE**

- (a) Bidders must provide, upon delivery of the vehicles, proof that all vehicles have been inspected.

5. **UNACCEPTABLE TENDERS**

- (a) Tenders not submitted on the Tender Form provided may be rejected.
- (b) Tenders received after the Tender Closing Time shall be rejected.
- (c) Tenders containing qualifications or additional clauses to the Tender Form shall be rejected.
- (d) Tenders which are in-complete or which have been altered in any way, may be rejected.
- (e) Tenders not accompanied by all required documents may be rejected.
- (f) Incorrectly prepared Tenders may be rejected.

6. **AMENDMENTS TO TENDER**

Properly documented amendments to the Tender will be permitted up to the Tender Closing Time. Amendments documented by facsimile will be acceptable.

7. **WITHDRAWAL OF TENDERS**

Bids may be withdrawn without penalty if request by email or facsimile is received prior to the tender closing time.

8. ACCEPTANCE OF TENDER

- (a) All Tenders shall be valid for acceptance for thirty (30) days from the date of tender opening.
- (b) The Town does not bind itself to accept the lowest or any tender.
- (c) The Town may seek clarification from, and verify any or all information provided by, a bidder in its tender.
- (d) The Town may allow a bidder to correct obvious mistakes in its tender.
- (e) Upon the written acceptance by the Town of a tender (the "Letter of Acceptance"), and receipt by the Town of all documentation required to be provided by the Bidder, the Letter of Acceptance, together with the Tender, shall constitute a contract binding on both parties. The contractor will then be required to execute the Services Agreement.
- (f) The Town reserves the right to accept a non-compliant bid.

9. CANCELLATION OF TENDER

The Town reserves the right to cancel the call for tenders at any stage of the tendering process, including prior to the tender closing date or after the tender opening.

TENDER FORM 1 – GENERAL SPECIFICATIONS

This specification lists only the major details of an integrated Tandem Truck, therefore it is the supplier's responsibility to deliver a fully equipped vehicle with compatible components to provide dependable, efficient service. Yes No

Where minimums are called for, the vehicle must meet or exceed the capacity, size or performance specified. Yes No

Vehicles shall meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulation" amended and must bear the National Safety Mark, outlined in those regulations. Yes No

The unit shall be supplied with all standard equipment, plus all other equipment specified, if not standard. Other equipment must equal or exceed original equipment specifications.

Yes No

The integrated Cab and Chassis Tandem Truck with Dump Equipment under this specification shall be the manufacturer's latest model standard commercial product and shall have demonstrated industry acceptance by having been manufactured and sold in significant numbers to Canadian Municipalities, and shall have been proven in service for the application for at least five full years prior to issuing of this tender document.

Yes No

Where references are requested in this tender document the information must be completed in full and all reference supplied are to be for the models of equipment offered by the bidder in the answered specification.

Yes No

All requests for changes to the original document must be made by submitting a separate detailed specification summary. If the change is approved, the Town will indicate its approval by way of an addendum. The request must be made a minimum of 72 hours prior to the Tender Closing Time. Yes No

Items noted in the specification as shall be, will be, to be, must be, maximum and/or minimum are mandatory requirements, no deviations will be accepted.

Yes No

Any modifications and/or alterations made by the bidder to this tender document will result in disqualification of the bidder's submission. Yes No

The design and operation must incorporate safety devices and attachments necessary to ensure that the equipment provided is capable of being operated with maximum safety.

Yes No

State address of facility where the dump body will be manufactured.

Contact: _____

Street: _____

City: _____

Province: _____

O.E.M. spare replacement parts must be stocked in inventory by the successful bidder in sufficient quantity to provide adequate product support and to ensure timely delivery of spare parts orders and if requested, the bidder must be able to provide supporting documentation.

Yes No

One complete copy of an operation, parts and service manual will be provided for unit. Electrical schematics and applicable hydraulic schematics shall be included with the parts and service manuals. Also, with the engine manuals, the Town requires detailed information on the engine electronic controls, wiring diagrams and trouble-shooting procedures. Component locator, diagnostic software and diagnostic manuals must be provided.

Yes No

It is a requirement of this tender that the bidder provides a local after sales service facility which employs staff qualified to perform after sales service work and are also capable of providing mobile field service at our location. Facility MUST be within 700 KM of Town of St. Anthony

Yes No

Contact: _____

Facility: _____

Street: _____

City/Town _____

Bidders shall quote on the attached Bid Submission Form for One (1) complete unit. Where there is a question of general interpretation of the specifications, terms and conditions, the decision of the Town shall be final.

Yes No

The warranty period given by the vendor will be taken into consideration before awarding the Tender. The Bidder shall attach a copy of the equipment warranty to its Tender bid. Failure to attach the warranty may invalidate the Tender submission. Bidder to state the terms, conditions and length of warranty. Warranty requested by the Town is to be provided as stated, no exceptions or exclusions to the warranty will be accepted. Include as an option, if applicable, terms, coverage and price including taxes of optional warranty.

Yes No

TENDER FORM II – DELIVERY REQUIREMENT SPECIFICATION

NOTE: This Form Must be Completed by all Bidders and Returned with the Tender.

REQUIREMENT	COMPLY	DESCRIPTION
Successful bidders are advised that all units shall be delivered according to the following terms and within the following time periods.	_____	_____ _____ _____
Machinery covered by this tender and/ or subsequent purchase order to be delivered to the Town of St. Anthony Depot facility.	_____	_____ _____ _____
Equipment on this tender shall be new (either current calendar year or model year)	_____	_____ _____ _____
Illegal or Unethical Conduct	_____	_____ _____ _____ _____ _____
Bidders shall not engage in any illegal business practices, including activities such as bid rigging, price-fixing, bribery, fraud or collusion. Bidders shall not engage in any unethical conduct, including lobbying or other inappropriate communications, offering gifts to elected officials, employees, officers or other representatives of the Town, deceitfulness, submitting bids containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Invitation to tender.		

Authorized Company Representative

Signature

Date

REQUIRED

Any deviations from specifications must be Shown in this column.

If no deviations are shown, it will be considered that equipment bid upon meets or exceeds specifications called for.

Any equipment supplied against the tender is subject to inspection upon receipt and could be rejected and returned if specifications are not met completely.

TRUCK CHASSIS:

- 1. Cab to Axle Dimension – approx.. 126”
A minimum effective clearance of 72” from back of cab to the first rear tire is required. _____
- 2. Wheel Base approximately 195” _____
- 3. Gross vehicle weight shall be a minimum of 66,000 lbs. _____
- 4. Front axle capacity a minimum of 20,000 lbs., c/w shock absorbers Front axle to be set back 12”-14” from normal. Front Axle Setback:_____
- 5. The front suspension of the truck Shall equal front axle capacity. _____
- 6. Rear axle capacity a minimum of 46,000 lbs with 54” spread. _____
- 7. Both rear axles to be equipped with Driver controlled differential lock-up. Controlled by Separate Switches. _____
- 8. Rear Axles to be equipped with Inter-axle power divider controlled by air from a dash-mounted switch _____
- 9. Rear axles shall be single speed type with optimal gear ratio for operating on grades in excess of 12% (6.43 Gear Ratio) _____

NOTE: The Town shall approve the gear ratio and have the option to change the gear ratio prior to ordering at no additional charge if necessary.

- 10. Rear axles to be equipped with min. 46,000 lb Hendrickson HMX suspension, or pre-approved equal. No spring type suspension permitted on rear axle. _____
- 11. The chassis shall be equipped with a minimum 15.0 CFM compressor and full air brake (Linings to be asbestos free). Front brake size:16.5” x 6” minimum. _____

12. Low pressure warning alarm required c/w an air pressure protection valve to ensure air pressure priority for the truck air brake system.

13. Drain valves on all air tanks with actuating cords extended for easy access to operator and clearly identified.

14. Piggy back spring loaded park brake shall be supplied c/w anchor lock chambers and Bendix automatic slack adjusters, or pre-approved equal, non asbestos linings. Park brake control to be located in centre of dashboard and be conveniently accessible.

15. Steering shall be full power equipped with two (2) steering boxes

16. Air brake inversion valve to prevent compounding of rear brakes.

17. Stemco type seals or equivalent shall be installed on front and rear axles

18. Truck shall come equipped with one Step-type fuel tanks. Minimum capacity of tank shall be 70 U.S. gallons. Fuel tank shall not protrude beyond rear of cab.

19. Bendix AD-9 or equivalent air dryer shall be supplied for the air brake system.

20. Tires and wheels:
 - Rear: 11R x 22.5 c/w Mud and Snow HD steel disc wheels with rims (Hub Piloted). Size of tires and wheels to meet or exceed the maximum axle GAWR.
 - Rear - Specify Type and Size

 - Front: 20 ply 425-65R x 22.5 c/w HD steel disc wheels with rims (Hub Piloted). Size of tires and wheels to meet or exceed the maximum axle GAWR.
 - Front - Specify Type and Size

 - Spares: Two spare wheels and tires are to be provided as follows:
 - one to match front wheel and tire

 - one to match rear wheel and tire

All wheels to be equipped with
Fluorescent Green “wheel checks”
on each wheel lug prior to delivery.

21. Truck chassis must be double
Channel frame all the way

22. Chassis to be equipped with
Two tow hooks at the front and
two tow hooks at the rear for a total
of four unobstructed tow hooks.

23. Chassis to be equipped with
heavy duty shock absorbers

24. Truck to be equipped with Groeneveld
automatic greasing system or
“pre-approved equal”.

25. Truck driveline and inter-axle
driveline to be Spicer heavy duty, or
pre-approved equal.

TRUCK CAB:

1. Full steel cab with fiberglass tilt
bonnet and fenders stationary grill.
Fenders to be outfitted with a
minimum 5” flexible full coverage
rubber fender extension around
the entire wheel opening.

2. Driver’s seat shall be premium quality
air suspension type with multiple
adjustments for height, suspension
and back support and high quality
cloth construction.

3. Passenger’s seat shall be
non-suspension type

4. Cab shall be equipped with
Air Ride suspension

5. Cab shall be equipped with
heavy-duty rubber floor mats
conforming to the truck floor.

6. Cab shall be equipped with
driver and passenger sun visors

7. Cab shall be equipped with
driver armrests

8. Cab shall be equipped with electric,
variable speed, intermittent wipers c/w
arctic blades and wash system having the
largest available fluid reservoir option.

9. Cab shall be equipped with dual, lighted, heated, power, adjustable, stainless steel, breakaway style westcoast mirrors, size in range of 6"x16".

10. Cab shall be equipped with 2 heated mirrors mounted to the front left and right sides of the hood.

11. Cab shall be equipped with driver side grab handle mounted at B Pillar.

12. Cab shall be equipped with a 3 speed heater/defroster and air conditioner

13. Cab shall be equipped with a quiet custom interior package with heavy duty insulation

14. Cab shall be equipped with dual air horns and snow shields.

15. Cab shall be equipped with AM/FM Radio

16. Cab instruments shall include the following:
Tachometer, speedometer and odometer, voltage meter or ammeter, oil pressure gauge, coolant temperature gauge, transmission temperature gauge air pressure gauge, fuel gauge and key start switch

17. Cab shall be equipped with two sets of seat belts and have lap and shoulder harnesses.

18. Cab shall be equipped with electric powered door windows that are operated by switches accessible from the driver's seat.

19. Cab shall be equipped with adjustable tilt and telescoping steering column.

20. Right cab door to be equipped with a look down mirror

21. Cab to have suitable means of access and egress by means of Appropriate steps and grab handles To allow three point entry and exit.

22. Cab to be supplied with electric powered door locks.

23. Cab to be equipped with cup holders
in centre console. _____

TRUCK ENGINE:

1. The engine shall be six (6) cylinder
Diesel, wet sleeved fully re-buildable State Engine Model: _____

2. Horsepower (min): 475 HP State: _____ HP @ _____ RPM

3. Torque (min): 1700 ft-lbs State: _____ HP@ _____ RPM

4. Specific Engine Warranty _____

5. ***Engines must use DEF technology for emissions.*** Engines which require regeneration will not be considered to be compliant. DEF tank shall not protrude beyond rear of cab or to a minimum _____

6. The engine shall be equipped with:

- dry element air cleaner _____

- full flow replacement canister
type oil filter _____

- one block heater, installed _____

- Electronic programmable engine RPM system _____

- passenger side horizontal exhaust
with horizontal muffler c/w heat shield
and curved tailback spout _____

- heavy duty radiator _____

- Engine fan to be 2 speed clutch type or a
modulating electronic controlled fan _____

- 3 Stage engine brake _____

- Low oil pressure – high coolant
temperature engine shut-off
or warning system . _____

- Intake Heater to be grid type or
equivalent _____

7. The engine electrical system
shall be 12 volts with a minimum
160 amp brushless alternator, a
minimum of 3 batteries having a
minimum total 2775 CCA at zero
(0) degrees F and a 320 minute
Reserve capacity at 80 degrees F
And heavy duty electric start. _____

8. The engine shall be equipped with an Allison 4000 RDSP 5th Generation Series automatic six (6) speed transmission c/w Transynd Synthetic fluid.

9. The engine shall have anti-freeze protection to a -40 degrees C

10. Unit to come equipped with an external transmission oil cooler and filter

Lighting / Electrical:

1. Lighting shall conform with the Province of Newfoundland and Labrador Motor Vehicle Act and Industrial Safety Act

2. All lighting to be LED where possible c/w waterproof connections.

3. Truck shall be equipped with a minimum of five (5) roof marker lamps. (LED)

4. Truck shall be equipped with marker lights on each box corner, and three on rear of box. (LED)

5. Rear posts in dump body to have STT, Strobe and Reverse light. Chassis also to be equipped with STT, reverse and License Plate ID Light.

6. Truck shall be equipped with a strobe light system, one large blue light on box canopy.

7. All on/off switches to be 12-24 volt, 50 amp rating and include labeling with clear identification of the circuit operated. Switches to be illuminated in the on position and easily accessible.

8. Back up alarm shall be installed (90db) Grote Model 73080. Activated when Vehicle is shifted to reverse.

9. All body, transmission, engine control, fuse panels or boxes/wiring and existing junction boxes to be located away from tire and road spray or otherwise sealed to prevent erosion. New wiring harness will be required where modifications to existing wiring may be necessary.

10. Truck cab to be supplied with factory installed dash mounted body builder switch package (6 switch, 10 amp) All switches shall be ignition relayed.

11. All required electrical body builder plugins, etc.
To be provided with chassis back of cab, to allow
installation of auxiliary lighting. Hi Amp
system, required.

12. 3 Batteries Totalling 2775 CCA

Dump Box

This model or equivalent accepted. Please indicate

Model FHD 15"6'-48-60

Tapered Side Height – 0

Floor – ¼" 450 Brinell

Front – 3/16" 450 Brinell

Sides – 3/16" 450 Brinell

Tailgate – ¼" 450 Brinell

Long Sills – 3/16" 250 Brinell – 99

Outside body width – 99

Hoist attachment – Front mount

Front Design – 12" Hoist Recessed 90 degree Corners

Front height with longs – 78

Longsills shape – Formed 8

Longsills Outside width – 34

Longsills Inside width – 27

Cabshield

Cabshield Type – All in one

Cabshield length – 24

Cabshield width – Full width

Side

Side Shape – Formed Side

Top rail section – Formed

Side Options

Woodboard brackets – (1x) Each Side (steel)

Ladder – Fixed Steel

Ladder installation – Installed _____

Inside steps – Yes _____

Lighting Options

Light hole in rear post – 3 x Oval _____

Rear post light kit – Triple light kit (STT/strobe/backup) _____

Holes – side rear post – 1 included _____

Tarp

Tarp system – Aero Electric Tarp System _____

Tarp style – Mesch Tarp – Width 86” for 96”-99” Outside Body Width (per foot) _____

Tarp length – 19 _____

Tarp width – 86 _____

Tarp installation – Installed _____

Tarp motor elec. Wire – Yes _____

Rear

Tailgate Style – Single Action _____

Lock positioning – End Point Latch System _____

Boister shape – Standard Formed Rear Boister _____

Tailgate angle – Slanted _____

Locking system – Air _____

Tailgate panel – 2 Panels _____

Hoist

Hoist model – FC A5.5-3137-K6.HC HYVA _____

Installation parts

Installation kit – 30T with hydraulic tank kit _____

Craddle – 30 ton – _____

Hoist Bracket – 30 ton _____

Hoist blocks – 10-30 Ton upper cylinder blocks (2x) – _____

Rear hinge – 30-40 Ton (27”) Standard – _____

Hydraulic tank – 30-40 Ton hydraulic tank – _____

Underneath options

Body prop – Body prop to be mounted on cradle _____

Air cylinder – Standard – 3.125” bore x 8” stroke _____

Longsills Brackets – Included, shipped loose _____

Rubber bumper – Rubber bumper (2x) _____

MISCELLANEOUS

1. Dump box to be painted to the following specifications:

Primer Coat

Use Glass Shield product Part # MC-4390,
Or equivalent, zinc rich primer applied as per
manufacturers specifications for severe
service, 5 to 6 mils thick _____

Top Coat

Use Glass Shield product, Grey,
To match cab plus catalyst applied as per
manufacturers specifications for severe
service, 2 to 3 mils thick _____

2. Frame and undercarriage to be primed
and painted black with urethane or epoxy
type paint. _____

3. Reflective Tape On Tailgate _____

4. Supply online parts and service
Manuals with access to the manufacturers
Parts and service system for municipal
Operations. Must come with 2 year renewal. _____

5. All wiring to be number and colour
coded and a suitable wiring diagram
for all wiring including accessories
must be provided. These shall include
location of switches, breakers, fuses,
etc. and routing schedule. _____

6. A complete New Vehicle/Equipment
Sheet to be supplied at delivery. _____

7. Truck Cab and Chassis, supplied by others,
to be equipped with Groeneveld
automatic greasing system or
“pre-approved equal”. _____

MISCELLANEOUS

1. Truck to be equipped with mud flaps on rear and in front of rear wheels. _____

2. **a) Truck cab to be painted to the following specifications:**
Truck cab to be painted Manufacturers Grey as per Town spec. High solids primer applied as per manufacturers specifications for severe service also required. Truck paint to be base coat/clear coat or urethane applied at place of manufacture. _____

3. Frame and undercarriage to be primed and painted black with urethane or epoxy type paint. _____

4. A complete New Vehicle/Equipment Sheet to be supplied at delivery. _____

WARRANTY:

For additional information regarding the warranty, please refer to Town of St. Anthony's General Terms and Conditions.

1. A one-year warranty on all parts and labour must be supplied from date of delivery on the truck chassis, and cab, lighting, dump box, and related components attachments including hoist, all hydraulic components, valve banks, controllers, and all related components as well as workmanship of the above noted components. _____

2. The Town requires the Bidder to include in its bid price extended warranty on the engine, Aftertreatment system transmission and rear axles for a period of five years and 320000 kilometres. _____

3. Servicing dealer to be within 700 KM of Town of St. Anthony. Dealer **MUST** be **FULL SERVICE & WARRANTY Center for TRUCK, ENGINE & MOUNTED EQUIPMENT.**

Information to be provided following contract award:

1. The successful Bidder must supply the following information upon the issue of a Letter of Acceptance:

Engine: Make, Model #, Size _____

Displacement, HP@RPM _____

Transmission: Make, Size, Part #, Model # _____

Alternator: Make, Model #, Rating, Part # _____

Starter: Make, Model #, Part # _____

Battery: Make, Size, Part # _____

Tires: Make, Size, Front _____

Make, Size, Rear _____

TENDER FORM III – BID SUBMISSION FORM

Tender: *One New 2020/21 Tandem Dump Truck*

After having carefully read and considered the General Specifications and Town of St. Anthony’s General Terms and Conditions for the supply and delivery of One (1) 2020/21 Tandem Dump Truck, we hereby offer to supply the units as follows:

One (1) Tandem Dump Truck Unit Price	\$ _____
H.S.T.	\$ _____
TOTAL PRICE	\$ _____

DELIVERY DATE

The Town will be having an independent inspection completed on the trucks prior to delivery. Any deviations from the General Specifications will not be permitted and trucks may be rejected if changes are not approved by the Town prior to the Tender Closing Time.

We hereby guarantee delivery of the specified units to the Municipal Depot, Town of St. Anthony, _____ days from receipt of Purchase Order.

The Town reserves the right to cancel the Purchase Order issued to the successful Bidder if delivery of the units is not made or cannot be made within the time specified by Bidder above.

SIGNING OF TENDER:

COMPANY NAME: _____

ADDRESS: _____

PHONE #: _____

FAX #: _____

WITNESS SIGNATURE

AUTHORIZED SIGNATURE

DATE _____

DATE _____

TOWN OF St. Anthony

GENERAL TERMS AND CONDITIONS

1. **Agreement:** This Purchase Order (“Purchase Order”), the following terms and conditions (“Terms and Conditions”) and any specifications set out in Schedule “A” (“Specifications”) constitutes the entire agreement (“Agreement”) between the Town of St. Anthony (the “Town”) and the Vendor (“Vendor”) described in the Purchase Order for the supply of the Goods described in the Purchase Order and Specifications (the “Goods”). Amendments or revisions to the Agreement may only be made by an authorized representative of the Town. No amendment shall be binding unless agreed in writing and incorporated by reference into the Agreement. This Agreement may not be assigned by the Vendor.
2. **Title:** The Vendor warrants to Town that it has at the date of this Purchase Order or will have prior to shipping, clear title to the Goods described in the Purchase Order and Specifications, free of any encumbrances or liens. The Vendor will indemnify and hold Town harmless against any claims or demands in relation to the Goods. The Vendor will advise Town without delay of any such claims and ensure Town is informed of all material events in relation to the claims.
3. **Goods:** Town may return at the Vendor's expense any Goods not in compliance with the Specifications or the Purchase Order, defective or otherwise not acceptable to Town acting reasonably. There shall be no substitution of Goods without Town’s written consent.
4. **Acceptance:** Town will be provided with a reasonable period of time to inspect the Goods prior to being deemed to have accepted the same. Town shall not be obliged to inspect any of the Goods until the Vendor has fully complied with the terms of this Agreement.
5. **Warranties and Liabilities:** The Vendor warrants and confirms the following items (a) to (f), or in the alternative shall provide a warranty from any and all manufacturers of the Goods or parts of the Goods in form satisfactory to the Town warranting and confirming the following items (a) to (f):
 - (a) The Goods shall be free from defects and deficiencies and shall conform to the terms of the Purchase Order and the Specifications.
 - (b) The warranty shall cover all parts and labour and shall extend for a period of 12 months after the item is delivered and accepted by the Town, including truck chassis and cab, lighting, dump box and related components attachments including hoist, all hydraulic components, valve banks, controllers and all related components as well as workmanship of the above noted components.
 - (c) The warranty shall also cover the engine, transmission and rear axles for a period of five years and 150,000 kilometres.
 - (d) The Vendor shall be liable for all damages to the Town incurred as a result of any defect or breach of warranty in any item covered by this Agreement.
 - (e) The foregoing express warranties shall be in addition to any warranty customarily made by Vendor of its product and any implied warranties and shall be construed as conditions as well as warranties.
 - (f) The warranties represented and covenants of parties hereto shall survive the delivery of the Goods and be fully enforceable thereafter. The Vendor’s warranty hereunder is part consideration for this Purchase Order; any payment by the Town hereunder is conditional upon this warranty remaining in effect; and no modification or other change of this warranty shall be valid unless made in writing by the Town.
6. **Termination for Default:** The Town may terminate this Agreement if the Vendor:
 - (a) Fails to supply the Goods within the time specified in the Agreement or any extension thereof;
 - (b) Fails, in the Town’s good faith judgment, to perform any of the other provisions of this Agreement or to make progress as to endanger performance of this Agreement in accordance with its terms and does not cure such failure within a period of ten days, or such longer period as the Town may authorize, in writing, after receipt of notice from the Town specifying such failure;
 - (c) Is in breach of any of the Terms or Conditions of this Agreement; or
 - (d) Becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Vendor any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of Vendor’s property and such proceeding is not dismissed or cured within 60 days.
7. **Remedies:**
 - (a) If the Town cancels this Purchase Order in whole or in part as provided in these Terms and Conditions, the Town may procure upon such terms and in such manner as the Town may deem appropriate Goods similar to those cancelled and the Vendor shall be liable to the Town for any excess costs for such similar Goods, provided that Vendor shall continue the performance of this Purchase Order to the extent not cancelled under the provisions of this Purchase Order;

- (b) The rights and remedies of the Town provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement;
- (c) The failure of the Town to insist upon strict performances of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver of the Town's rights;

8. Prices and Payment:

- (a) The purchase price in the Purchase Order shall, unless otherwise indicated in writing, be inclusive of all taxes, surcharges and duties payable in relation to the Goods, other than HST. The Vendor shall be solely responsible for all freight, shipping and packing costs, unless otherwise specified. Town shall pay HST.
- (b) Town will remit payment to Vendor by mail. Vendor agrees not to deliver Goods on a sight draft or COD basis.
- (c) Unless otherwise set out in this Purchase Order, the price stated in the Purchase Order is fixed, in Canadian Dollars, and not subject to increase due to any cause, including increases in the cost of materials, labour and shipping to the Vendor.

9. Deliveries, Shipping, and Risk of Loss:

- (a) Time is of the essence, and this Purchase Order may be terminated if delivery is not made by the date specified in this Agreement. No change in the scheduled delivery date or performance will be permitted without Town's prior written consent. No acceptance of Goods after the scheduled delivery date will waive Town's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.
- (b) All Goods are to be shipped freight prepaid, free-on-board ("FOB") St. Anthony Town Hall, St. Anthony, NL, unless otherwise stated.
- (c) The Vendor agrees to bear all risk of loss, injury, or destruction of Goods and materials ordered herein which occur prior to acceptance by Town. No such loss, injury, or destruction shall release Vendor from any obligations hereunder. The Vendor shall procure and maintain at its expense such insurance as would be obtained by a prudent vendor providing comparable goods and shall remain liable to Town for all risk of loss, notwithstanding the limits, adequacy or coverage of any such insurance.

10. Miscellaneous:

- (a) Neither party shall be liable in any respect for failure to perform to the extent the party's performance is hindered or prevented by a force majeure.
- (b) The Vendor shall comply with the conditions of all applicable federal and provincial laws, and indemnify and hold harmless the Town in relation to any breach of the same.
- (c) This Agreement shall be construed under and governed by the laws of the Province of Newfoundland and Labrador.