



November 10, 2021

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Request For Tenders  
Town of Grand Falls  
Tender #10-11-2021  
**SALE OF USED EQUIPMENT**  
TERMS & CONDITIONS

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**CLOSING: THURSDAY NOVEMBER 25, 2021**  
**10:30 AM**

DESCRIPTION: as attached specifications.

**\*\*Please check the site regularly in case of Addendum\*\***

Objective: The Town of Grand Falls wishes to sell a 1996 GMC C6500 LoPro Topkick Truck, a 2001 Sterling L9500 Truck, and a 2007 GMC Savana Cube Van, **AS IS**. The Town of Grand Falls implies no warranty or guarantee for this equipment.

Viewing: The persons interested in submitting a price for this equipment will be allowed to inspect vehicles at the Town of Grand Falls Municipal Garage until November 24, 2021, at 4:00 p.m. The interested persons shall not hold liable the Town of Grand Falls or its employees for claims as to the working condition of the equipment.

2. All bids shall be submitted on the forms supplied by the Town of Grand Falls.

3. **PROPOSALS SHALL BE IN A SEALED ENVELOPE CLEARLY SHOWING THE PROPOSAL NAME AND NUMBER. WRITE PROPOSAL CLOSING DATE AND COMPANY NAME ON THE FRONT OF THE ENVELOPE.**

**PROPOSALS MAY BE DELIVERED OR MAILED TO THE TOWN OF GRAND FALLS/ OFFICE OF THE TOWN CLERK/ 131 RUE PLEASANT STREET, SUITE 200, GRAND FALLS, NB. E3Z 1G6**

4. Proposals must be received by the office of the Town Clerk not later than Thursday, November 25, 2021, at 10:30 am. Following the closing, the proposal opening will be live on the Town of Grand Falls Facebook page.

5. The highest or any proposals will not necessarily be accepted.

6. **TENDER VALID FOR**

The Town shall within thirty (30) working days of the public tender opening for this equipment, shall notify the successful bidder by mail delivery that they are the successful bidder and call on them to enter into a purchase contract.

7. **TENDER BINDING**

A tender is binding upon the person(s) submitting the tender until such time as they receive formal notification by telegram, telex, facsimile (fax) or mail of the rejection of their tender but in no case unless, as successful tenderer, they have received notification shall it be binding upon them for more than thirty (30) working days, from the date of public tender opening, unless requested by the Town and agreed to by the tenderer in writing.

8. **DISPUTES-ARBITRATION**

Any claim which the Contractor or the Town of Grand Falls may have based on any dispute or difference of any kind whatsoever arising out of the Contract shall be referred by the Contractor or Town of Grand Falls in writing not later than ten (10) working days after the occurrence giving rise to such disputed difference. Correspondence shall contain a concise statement of the relevant facts.

The claim made to the Town of Grand Falls shall be settled by the Chief Operating Officer (CAO) who shall communicate the decision in writing within ten (10) days of the date of receiving written notification. The Contractor shall proceed with the contract with all due diligence in accordance with the Contract whether or not such claim shall be referred to arbitration as hereinafter provided.

Except in those circumstances where it is provided in the contract the decision of the CAO shall be final. Any dispute or difference persisting after delivery of the CAO's decision, shall be referred to arbitration in accordance with the Arbitration Act and action must be taken within thirty (30) days.

An application for arbitration shall be accompanied by security in the amount of One thousand Dollars (\$1,000.00) to apply to the cost of arbitration. The arbitration shall be by a Board of three (3) members. Either party shall notify the other party in writing of its desire to submit the dispute or difference to arbitration and a notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the Notice shall, within seven (7) days, inform the other party of the name of its appointee to the Arbitration Board. The two members, so selected, shall within five (5) days of the appointment of the second of them appoint a third person who shall be Chairman.

The Arbitration Board shall determine responsibility for costs and shall include recommendation for payment in the award decision. The decision of the arbitration will be binding.

Reference to arbitration by the Contractor as herein provided shall be a condition precedent to any legal action with respect to any dispute or difference of any kind whatsoever which the Contractor may have with the Town arising out of the contract or work.

9. **PERMITS AND LICENSES**

The Contractor shall obtain and pay for all licenses and permits which may be required to comply fully with laws, ordinances and regulations of the proper public authorities, in connection with this contract. The successful bidder shall be responsible for all damages and shall indemnify and save the Town harmless from and against all damages and liability, which may arise out of the failure of the Contractor to obtain and pay for such licenses and permits and to comply fully with any and all applicable laws, ordinances and regulations.

10. **ENVIRONMENTAL AND ARCHAEOLOGICAL REQUIREMENTS**

The Contractor shall carry out this contract in compliance with the various federal, provincial and municipal acts, regulations, and policies involving protection of the environment, and any approvals or permits issued to the Town of Grand Falls, or the Contractor therewith.

11. **LAWS, ACTS, REGULATIONS, BYLAWS AND CODES**

The Contractor shall be responsible for carrying out this contract in strict accordance with all Federal, Provincial and Municipal Laws, Acts, Regulations, Bylaws, Codes, etc.

12. Queries: For further details please call **Mr. Luc Bernier at 475-7763.**

## **SPECIFICATIONS:**

### **Vehicle information:**

1. 1996 GMC C6500 LoPro Topkick  
Engine: Cat Model 3116  
Automatic Transmission  
Hydraulic Flat Bed Dump  
Mileage: 122 353 km
  
2. 2001 Sterling L9500  
Engine: Cat Model C12  
18 Speed Transmission  
Hydraulic Dump Box  
Mileage: 139 520 Miles
  
3. 2007 GMC Savana Cube Van  
Engine: GM Gas V-8  
Automatic Transmission  
Mileage: 132 465 km



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Town of Grand Falls  
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**SALE OF USED EQUIPMENT**  
Bid Form

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**CLOSING: THURSDAY NOVEMBER 25, 2021  
10:30 AM**

Contractors Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

**1996 GMC C6500 LoPro Topkick Truck** Total Price (*excluding taxes*) \$ \_\_\_\_\_

**2001 Sterling L9500 Truck** Total Price (*excluding taxes*) \$ \_\_\_\_\_

**2007 GMC Savana Cube Van** Total Price (*excluding taxes*) \$ \_\_\_\_\_

I/ WE HEREBY AGREE THAT this submission is made in accordance with and in consideration of the provisions herein contained.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NAME (please print)

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

\_\_\_\_\_  
TITLE (please print)