



The Corporation of the Township of Douro-Dummer

Request for Proposal

Identification: PW-2022-04

Supply of One (1) Front End Wheel Loader

PW - Public Works

Tender Closing

Date: Friday, May 6, 2022

Time: 12:00PM (noon) local time

**Location: The Township of Douro-Dummer
894 South Street
Warsaw, Ontario K0L 3A0**

Late Bids Will Not Be Accepted.

The Corporation of the Township of Douro-Dummer reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids at any time.

“Part A” Information to Bidders

1. Purpose

The Township of Douro-Dummer is requesting proposals for the supply and delivery of One (1) New 4-Wheel Drive Front End Wheel Loader. The unit will be of the manufacturer’s most current production model, meeting or exceeding the terms of these specifications. The unit will be the manufacturer’s most heavy-duty model available.

2. Proposal Copies

Proposals will be received by:

The Corporation of the Township of Douro-Dummer
894 South Street
Warsaw, Ontario K0L 3A0

One (1) original copy and one (1) photocopy of the Proposal properly signed and sealed shall arrive at the office of the Township of Douro-Dummer, 894 South Street, Warsaw, Ontario K0L 3A0.

3. Proposal Closing

Proposals must be delivered to the above address before 12:00 p.m. (noon) on Friday, May 6, 2022. Time registered on the Township of Douro-Dummer Reception computer will be considered the official time when determining exact time of submission.

4. Proposal Award

It is understood that any reference herein to Lowest Bidder or Lowest Tender is replaced by Highest Overall Scored Proponent. Proposal award shall be made only upon the basis of the highest overall scored proponent in the evaluation process.

5. Evaluation Criteria

Proposals shall be evaluated based on:

- A) Company Profile/Service/Support and References
- B) Proponents ability to perform Contract
- C) Purchase Price
- D) Product Review

Evaluation of each proposal relative to the others shall give due consideration to:

	Weight
A) Company Profile/Service/Support and References	25%
B) Proponents capability to perform this Contract shall be based on the firm's prior experience in supplying and providing training for the proposed equipment, delivery time, safety features and warranty provided	20%
C) Purchase Price	30%
D) Product review, ability to meet all required specification criteria's and any additional value-added services included in the Proposal at no additional cost	25%

Each Bidder is asked to submit one (1) original and one (1) copy of their proposal.

6. Inquiry

Any questions regarding this request for proposals should be directed to:

Jake Condon, CRS
Manager of Public Works
Township of Douro-Dummer
(705) 652-8402
Email: jakec@dourodummer.on.ca

7. Amendments to "Standard Terms and Conditions"

Where Amendments to the Township's "Standard Terms and Conditions" are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

8. Multiple Proposals

Where a proponent believes his/her company provides more than one suitable option that meets the specification provided, then more than one proposal is acceptable, but must be submitted entirely separate, as if it was the only one being submitted and individual sample of each must also be provided.

“Part B” Standard Terms and Conditions

1. Definitions

Bid	The document issued by the Township in response to which Quotations/Tenders/Proposals are invited for the performance of the work or supply of equipment.
Bidder	A person (s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the Township has awarded the contract.
Contract	The purchase order authorizing the company to do the work, the Quotation/Tender/Proposal, the bonds or security (if any), the company's Quotation/Tender/Proposal, and change notices, appendices, and addenda (if any), Formal contract.
Township	The Township of Douro-Dummer, its successors and assigns.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

2. Bid Closing Time

One (1) original and one (1) copy of the bid document, or as otherwise requested herein, properly signed and sealed and clearly marked as to its contents, shall arrive at the Municipal office of the Township of Douro-Dummer, 894 South Street, Warsaw, Ontario, K0L 3A0 no later than the specified time and closing date indicated on the cover page of the document. Late bids shall not be accepted; however, they shall be time and date stamped and returned to the Bidder unopened upon request.

The Township of Douro-Dummer's time mechanism will be considered the official time when determining exact time of submission.

3. Bid Requirements

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the bid form supplied by the Township. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of "Part "D" Bid Form" and all other sections and requirements as requested within the bid document. See "Part "D" Bid Form" for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated Company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.
- d) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Company.
- e) Adjustments by telephone, facsimile (Fax), e-mail or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later bid submission prior to the specified bid closing time.
- f) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of company, and tender number on the outside of the envelope. Proposals received after closing time specified in the bid document will not be considered.

Faxed Bid Submissions are not acceptable

- g) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:
 - a. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Municipal Office of the Township of Douro-Dummer's Office prior to the closing date and time; and/or

- b. Bid submission which is enclosed in the Courier Envelope that does not state, "Bid Document Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
 - c. Bid submission is delivered later than the closing date and time.
- h) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the Township may be rejected. The Township will be the sole judge in this matter.

4. Bidders Statement of Understanding

It is understood that the Bidder has carefully examined all of the bid documents and have carefully examined the terms of the contract if awarded. The Bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Township as set forth or specifically referred to therein.

The Bidder declares that his submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

5. Clarification of Bid Documents

No officer, agent or employee of the Township is authorized to alter orally any portion of these documents. During the period prior to submission of Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Proposal was prepared.

The Township will issue all written addendum to the bid documents to each bidder or prospective Bidder via e-mail, Fax or electronic posting.

Bidders are required to confirm receipt of each addendum. Although the Township will make every reasonable effort to ensure that each Bidder receives all addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

6. Proof of Ability

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

7. Document and Site Review

Bidders may be required to attend a mandatory document and site visit with the Township.

See Part "A" Information to Bidders, which form part of this bid document.

The Submission of a Bid shall indicate that the bidder agrees and warrants that he has examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on the site at the time bids were submitted.

See Part "C" Specifications, which form part of this bid document.

8. Pricing Requirement

Prices shall be in Canadian Funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part "C" Specifications, in the Proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

9. Terms of Payment

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission will be considered in the evaluation of bids. The Township shall have the right

to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

10. Delivery

Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, Warsaw, Ontario unless otherwise noted in the bid document. The Company shall be responsible for arranging its work so that completion shall be as specified in the contract.

11. Patents and Copyrights

The Company shall at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Township the right to continue using the work, or shall at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

12. Assignment

The Company shall not assign the contract or any portion thereof without the prior written consent of the Township.

13. Occupational Health and Safety Act

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Company' in this and any other related document.

The Company acknowledges that he/she has read and understood the Occupational Health and Safety Act together with the Township's Health and Safety Policies and Procedures.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Township's Health and Safety Policies and Procedures.

The Company agrees to indemnify and save the Township harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Township's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures whether by the Company or any of its sub-contractors may result in the Company and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the Township.

The Company shall allow access to the work site on demand to representatives of the Township to inspect work sites to ensure compliance with the Contract and the Township's Policies and Procedures.

The Company agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its sub-contractors will entitle the Township to set-off the damages so assessed against any monies that the Township may from time to time owe the Company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Company agrees that the provisions of this section will apply to the sub-contractor and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The Township reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

14. Laws, Regulations, Permits, Fees and Licenses

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Township and any other governing body.

15. Substitutes and Alternates

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services he/she proposes to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Township. If the bidder does not indicate that the goods and/or services he/she proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

16. Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Township and shall be used as a basis for comparison only.

17. Samples

Samples when required must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following request, unless additional time is granted.

Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Township shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the contract.

18. Quotation/Tender/Proposal Procedures

Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the Township's Procurement Policy.

19. Contract Award

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical Bids as to price; to accept or reject any Bids in whole or in part; to waive irregularities and omissions. The Township also reserves the right to enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount of the project. Should the Township be unable to reach an agreement with the lowest compliant bidder, the Township reserves the right to enter into negotiations with the next lowest compliant bidder, or to cancel the call. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Township of Douro-Dummer reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the Township may at any time within that period without notice, accept a Bid whether any other Bid has been previously accepted or not.

All Bids are prepared at the sole risk and cost of the bidders. No payments shall be made to any bidder regarding the preparation and submission of Bids.

Award of this contract is subject to appropriate funding acceptable to the Township.

The Notice of Award to the successful bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the Bid Document within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder. The bidder to whom the contract is awarded will be notified by letter and/or email with Council's resolution where required.

20. Contract Cancellation

The Township shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

- a) If the Company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice; terminate the contract.
- b) If the Company; fails to comply with any request, instruction or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Township's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the contract.
- c) Any termination of the contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.
- d) If the Township terminates the contract, it is entitled to:
 - i. Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances;
 - ii. Withhold any further payments to the Company until its liability to the Township is ascertained;
 - iii. Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

21. Contract Extension Option

If so desired by the Township, a contract extension may be extended for an additional two years. Within two months of the anniversary of the contract or extension of contract

in year two, the Township has the option to negotiate a price with the selected company and if satisfied with the product and price, an extension to the contract will be presented.

22. Availability of Labour and Escalation

The bidder shall fully inform himself regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid.

23. Correction of Defects

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Township. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's factory or repair depot and the point of use.

24. Disclosure

The names of bidders and total bid prices will be made available at the public Quotation/Tender opening. After the Quotation/Tender opening, requests may be submitted to the Township for the results, and only the names of bidders and total bid prices as read out at the Quotation/Tender opening will be given in the reply.

Request for Proposals are formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening.

25. Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Township of Douro-Dummer and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Township of that fact.

The Company may declare confidentiality of their bid; however, the Township is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use

or disclosure of this information by the Township of Douro-Dummer, please contact the Clerk, Township of Douro-Dummer, 894 South Street, Warsaw, Ontario K0L 3A0 (705-652-8392).

26. Complaints

Any complaint on the process and procedures as outlined in the Township's Purchasing Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by the Corporation of the Township of Douro-Dummer shall be in writing and shall be submitted to C.A.O. for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

27. Accessibility

The Township of Douro-Dummer is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of, and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

"Part C" Specifications

1. General

It is the purpose of the following specifications to describe a 4-Wheel Drive Front End Wheel Loader complete as specified. The unit will be of the manufacturer's most current production model, meeting or exceeding the terms of these specifications. The unit(s) will be the manufacturer's most heavy-duty model available.

2. Liquidated Damages

In the event of delay of delivery provided in Part D - Schedule of Items & Prices, the Successful Bidder shall pay the Township liquidated damages in the amount of \$100.00 per day per Vehicle when the Vehicle is required for operations. It is expressly agreed that the liquidated damages expressed in this Article are a genuine pre-estimate of the damages the Township will incur and are not a penalty. The Successful Bidder covenants and agrees that it shall diligently, continuously, effectively and expeditiously perform the Work to minimize the damages suffered or incurred by the Township.

3. General Specifications

The vehicle shall be supplied with all standard equipment plus all other equipment outlined in this specification if not standard.

The manufacturer will furnish parts and operation manuals for the unit(s) bid.

The manufacturer will also guarantee equipment against defects in workmanship and materials for a minimum period of one (1) year, however a detailed warranty shall be specified including options for any extended warranties and costing offered by the manufacturer. Warranties shall include all attachments or work tools as specified within the tender.

The equipment shall meet or surpass the mandatory requirements of all Vehicle Safety Regulations as amended or revised.

Where minimum standards are required, the first column lists the minimum. The last column is to be completed by the bidder. Detailed information is not required, if "Yes" is inserted. A detailed explanation is required if "No" is inserted. Consideration may be given to substitutions, if acceptable to the Township of Douro-Dummer.

Tender for One (1) New Current Model 4-Wheel Drive Front End Loader

4-Wheel Drive Front End Wheel Loader

MODEL:	YEAR:	MANUFACTURER:

General Specifications	Yes	No	Specify:
Engine			
A minimum 6 cylinder, turbocharged, wet sleeve, charge air cooled diesel engine and shall be designed and built by the manufacturer			
The engine shall be certified to EPA Final Tier 4/EU Stage IV			
The engine shall have a wet sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast in bore design for improved cylinder and piston ring durability			
Engine displacement shall be a minimum of 6.8 litres (414 cu. In.)			
Engine net peak power shall be no less than 166hp (123 kW) @ 1700rpm			
Engine shall develop a minimum 47% torque rise and should have at least 546 lb. ft. net peak torque @ 1,100 rpm			
Fuel system shall be a high-pressure common rail.			
Daily check points shall be accessible from one side of the engine and shall be done from ground level			

Under-hood engine cleaner shall be dry type, dual element with a restriction sensor and in-cab restriction warning light.			
The loader shall have an engine air intake pre-clean as standard			
Access to the engine shall be from both sides with side openings, full access service doors			
The engine shall have no less than a 30-micron rated primary dual stage fuel filter with a water separator.			
The loader shall be equipped with a heavy-duty steel fuel tank guard.			
Unit must have a block heater			
Unit shall have an engine compartment light			
The loader shall be equipped with a chrome exhaust stack to eliminate corrosion			
The unit shall have an auto idle/auto shut down feature for the engine			
The electrical system shall be 24 volts with a 130-amp alternator			

Cooling System	Yes	No	Specify:
Unit shall have a reversible proportionally controlled, hydraulic driven, 90-degree swingout fan			
The unit will have 2-sided access to all coolers			
Air intake shall be pre-screened (3mm perforations) for each cooling component			
Cooling system shall be isolated from the engine compartment			
The unit shall have a coolant recovery tank			
The unit shall have a fan guard			
Fluid levels should be easily checked by sight gauges or overflow tank			
Power Train	Yes	No	Specify:
Unit shall have a power shift transmission, 5 forward, 3 reverse gears and suitable for road travel situations			
The transmission shall be electronically controlled, adaptive, with load and speed dependent shift modulation			
Shift modes shall be manual, auto to 1 st or 2 nd , kick down or kick up/down			

The transmission clutch calibration shall be performed from the cab monitor			
The unit shall have a joystick mounted Forward-Neutral-Reverse and gear select kick down button on the hydraulic lever. The unit will also have quick shift feature that allows push button gear changes, one gear at a time.			
Sight gauge showing transmission fluid shall be at ground-level			
Transmission filter restriction shall be displayed in the cab			
The transmission shall be able to reach a minimum of 24 MPH (38.62 km/h) in 5 th gear and a minimum of 11 MPH (17.7 km/h) in 3 rd gear with 20.5R25 tires			
Axles and Braking	Yes	No	Specify:
Final drives shall be heavy-duty inboard-mounted planetary			
The loader shall have 1 brake pedal with an activation switch to allow the pedal to switch between a brake neutralizer or brake only function			
The service brake shall be hydraulically actuated, inboard, sun shaft mounted, pressure oil cooled, multi disc and sealed from water, mud and dust contamination.			
The parking brake shall be automatic, spring applied, hydraulically released, driveline mounted, oil cooled, multi disc and sealed from water, mud and dust contamination.			

The rear axle shall not have less than 24-degree total oscillation, stop to stop, when equipped with 20.5R25 tires			
The dipstick port and housing fill shall be at the top of the axle.			
The front and rear axles shall be hydraulically actuated, disc clutch style, locking differential for maximum traction when required but with less tire wear than limited slip or no-spin differentials			
The loader shall have dual locking front and rear differentials with an auto diff. lock feature			
Front and rear axle oils shall be cooled and filtered			

Hydraulic System	Yes	No	Specify:
Hydraulic filter shall be in the hydraulic tank with service intervals of 4000 hours			
The hydraulic fluid shall have a rated life of 4000 hours			
The hydraulic system shall be pressure compensating, load-sensing for reduced fuel consumption and better fluid heating compared to open center hydraulic systems			
Hydraulic reservoir capacity shall be no less than 21.7 gallons (82.14 liters) for extended hydraulic fluid intervals and cooler system temperature.			

In cab adjustable automatic return to dig to level attachment with two savable settings.			
In cab adjustable automatic boom height kick out control			
Unit will be provided with in-cab adjustable automatic boom return-to carry control			
Unit shall be equipped with single lever joystick control			
A sight gauge will be provided for checking hydraulic reservoir fluid			
Hydraulic pump shall be variable-displacement, axial-piston pump: closed center, pressure compensating system			
Unit will have two programmable multifunction buttons			
Auxiliary flow functions will have the ability to be adjustable and continuous for blade and sweeper use possibilities			
The unit will have the ability to save hydraulic settings for up to ten attachments			
Bucket shake feature for fine metering of loose materials			
Precision mode must be standard for operations requiring slow and precise control of hydraulics			
Loader steering articulation angle shall be no less than 80 degrees, 40 degrees in each direction			

The loader shall have ride control with automatic feature and adjustable speed settings in monitor			
Electrical	Yes	No	Specify:
Two batteries shall be included, 24 volt, 950 CCA, with a rated reserve of 200 minimum			
The unit should have a solid-state electrical power distribution system using circuit board technology and solid-state switches.			
The unit shall have a keyless starting system with multiple security modes			
Unit shall be equipped with two LED strobe lights, one amber and one blue. Lights to be switched independently			
The unit's electrical system must be protected by a 150-amp circuit breaker			
The unit shall be provided with a lockable master electrical disconnect switch			
The in-cab switch module shall be sealed to keep out dirt, dust and air borne debris			
The unit shall have a minimum of 6 front and 2 rear LED driving lights with guards, turn signals and flashers, stop and tail lights. The taillights shall also be LED type mounted high up in the rear grille for protection from damage and better sight visibility			
Unit shall come with 12v power ports and 30-amp converter			

Unit shall be equipped with analog display for: engine coolant temperature, transmission oil temperature, hydraulic oil temperature, and engine oil pressure			
Unit shall have digital read out for: engine RPM, odometer, transmission gear/direction indicator, speedometer, hour meter, fuel level, average fuel consumption and DEF level.			
Unit shall have operator warning lights for: check engine, engine oil pressure, hydraulic oil filter, transmission faults, hydraulic oil temperature			
Operator Station	Yes	No	Specify:
Unit shall be equipped with a cab with ROPS/FOPS Level 1 protection, including A/C and heater, and be multiplane isolation mounted for noise/vibration reduction			
A 3-inch retractable seat belt shall be provided			
Dual tilt steering wheel shall be standard			
3-point contact at all times at the front and rear of the loader and around the roof line			
Premium AM/FM radio, Bluetooth compatible with remote auxiliary port and a remote USB port.			

Heated and ventilated premium seat with high-back and head rest extension. Leather/fabric cover with air suspension, extra seat cover protection must also be included either dealer or aftermarket			
Front sun visor must be pull down type			
The cab shall have continuous and unobstructed glass from roofline to floor for visibility in tight quarters			
A seat back rest extension shall be standard			
Cab shall have a minimum of 1 cup holder, 1 cup/thermos holder with a strap, personal cooler holder/storage, compartment for operator's manual, rubber floor mat and coat hook.			
The unit shall have power adjustable heated outside mirrors			
The unit shall have in cab adjustable rear-view mirrors			
The unit shall have an easy access mounted 5 lb. ABC fire extinguisher			
The unit shall have a rear-view camera with a dedicated monitor factory installed mounted for easy viewing.			
The loader shall have a throttle lock			
The 3 rd hydraulic function shall be operable from the primary joystick control			

General Overall Specification	Yes	No	Specify:
Unit shall be equipped with 20.5 R 25, 1 Star L-3 Michelin tires with multi piece rims			
Machine full turn 40-degree tipping load with standard Z-bar linkage, wide general-purpose bucket with bolt on cutting edge, 3 ¼ cu. Yd. (2.5m ³) with no tire deflection shall be at least 19,450lb (8,824kg)			
Front and rear tires must be covered with fenders			
Easily accessible remote start battery terminals			
The counterweight must be built in			
The unit must be provided with a hitch with locking pin			
Unit shall have an articulation locking bar			
Unit shall have vandal protection with lockable engine enclosures, right counterweight storage, filler access for radiator / fuel / DEF / hydraulic / transmission			
Unit shall have environmental drains and sampling ports for the engine oil, transmission oil, hydraulic oil, engine coolant			
The unit shall be provided with a loader boom service locking bar			
Loader shall have reinforced articulation joints with double tapered roller bearings.			
Fuel tank capacity shall be a minimum of 79 gallons (298L)			

Operating weight with standard equipment, Z-bar, quick coupler, 3.25 cu. Yd. (2.5m ³) bucket 20.5R25 tires, ROPS cab, 175 lb. operator and full tank of fuel shall be no less than 31,433lb. (14,258 kg)			
Bucket breakout force with the 3.25 cu. Yd. bucket and quick coupler system shall be no less than 25,439lbs. (11,539 kg)			
Loader and attachment coupler and bucket shall have height to hinge pin no less than 12'9" (3.89m)			
Dump clearance at 45 degrees at full height shall be no less than 8'10" (2.70m) with wide 3.25 cu. Yd. general purpose, bolt on edge bucket.			
Reach at 45-degree dump, 7ft. Clearance shall be no less than 5ft. 1 in. (1.54m) with a wide 3.25 cu. Yd. general purpose with bolt on edge bucket.			
Frames and Structure	Yes	No	Specify:
Machine front frame shall be of a 4-plate design of four vertical plates extending from the boom pivot pins reaching to the front axle to distribute boom loads on the axle.			
Loader bucket bell crank linkage shall be fabricated of high strength			

steel for increased durability and strength over castings.			
Machine shall be equipped with an exterior mounted, ground level storage compartment.			
Loader Attachments	Yes	No	Specify:
Loader will be equipped with JRB ISO coupler.			
A detailed shop drawing laying out all coupler dimensions must be included; the purpose is to be able to supply distributors of other attachments with coupler specs.			
Loader shall be supplied with a minimum 3.25 cu. Yd. bucket with a bolt on cutting edge.			
Unit shall come with a Groeneveld CPL twin or equivalent auto greaser installed			
Miscellaneous	Yes	No	Specify:
Unit to be delivered to the Douro-Dummer Public Works Department Garage at 1422 County Road 4 Warsaw, Ont.			
Unit to come full of fuel and DEF fluid			
Unit shall come with a slow-moving vehicle sign installed on a proper bracket at the rear of the machine			
Unit shall be supplied with a first aid kit			
Unit shall have machine orientation performed by dealer upon delivery			

All warranty repairs to be at the machine location, with no charge for travel or mileage, F.O.B. Township of Douro-Dummer			
The 1st engine service shall be performed at no charge to Township including all oils, filters, labor and full machine inspection at the Township public works garage			
Unit shall come with a parts manual			
Unit shall come with a service manual			
Warranty	Yes	No	Specify:
Loader shall come with a 1-year full coverage warranty			
Loader shall come with a minimum 3-year structural warranty on the frames and boom.			
Warranty shall be FOB to the Township's public works yard at 1422 County Road 4, Warsaw, Ontario			
Warranty shall be effective from the Township's in-service date			
Dealer is to supply extended warranty options and prices			

Part D" Bid Form

The Corporation of the Township of Douro-Dummer
894 South Street
Warsaw, Ontario K0L 3A0

Supply of One (1) New Current Model Front End Wheel Loader

Documents to be included in this Bid Form;

- One (1) Original and One (1) Copy of the Complete Bid Document Signed and Sealed
 - Completed Part C Specifications

Bidders Information Form

Bidders must complete this form and include with the Bid Submission
Please ensure all information is legible.

1. Company Name	
2. Respondent's Main Contact Individual	
3. Address (incl. Postal Code)	
4. Office Phone #	
5. Toll Free #	
6. Fax #	
7. e-mail address	
8. HST Account #	

Acknowledgement to Receipt of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

Check here if No Addenda received.

_____ **Respondent** _____ **Signature** _____ **Date**

To the Corporation of The Township of Douro-Dummer, Hereafter called the "Owner":

Schedule of Items & Prices

(All unit prices are not to include H.S.T.)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts "A", "B", "C" and "D" of the Tender for the following prices:

The Township reserves the right to cancel any or all items.

Front End Wheel Loader			
Quantity	Unit	Year, Make and Model (Specify)	Unit Price
1	Wheel Loader		\$ _____
Sub-total			\$ _____
HST			\$ _____
Total Tended Price Complete, F.O.B. Township of Douro-Dummer at Warsaw Depot, 1422 County Road 4			\$ _____
Extended Warranty Options			(Separate Attachment)
Delivery Date:			

Trade In		
Trade-In Allowance (if accepted)	2008 John Deere Loader Model 544J Approx. 5450 hrs.	\$

H.S.T. Registration # _____

*Liquidated damages will apply after this date (See Part C – Item 2).

Suggested Features: This section offers bidders a chance to present parts and features not mentioned that they feel would be beneficial.

Item	Item Descriptions	Price (excluding taxes)
1		\$ _____
2		\$ _____
3		\$ _____
4		\$ _____

Extended Warranty - Options				
Item	Length	Hours/km Included	Parts covered under extended Warranty (*)	Price (excluding taxes)
1				\$ _____
2				\$ _____
3				\$ _____
4				\$ _____
5				\$ _____

* Vendor to attach extended warranty information to describe in detail the warranty coverage, terms and limitations.

Warranty details:

Declaration of Accessibility Compliance

Company Name:	
Print Name:	
Title:	Dated:

I/ we acknowledge that as a Contractor/Consultant of the Township of Douro-Dummer, we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.”

To the Township of Douro-Dummer, Hereafter called the "Township":

I/We _____ the undersigned
declare:

1. That the several matters stated in the said Bid are in all respects true accurate and complete.
2. That I/We have read and fully understand all information, terms and conditions contained within the Bid Document, including: Part "A" Information to Bidders; Part "B" Standard Terms and Conditions; Part "C" Specifications and Part "D" Bid Form.
3. That I/We do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) Days and prices for as long as stated elsewhere in the Bid Document, and that the Township may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the Township is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/We agree to furnish all documentation, security and certifications as required by the Bid Document and to execute the attached formal contract (Appendix A) in triplicate, within Ten (10) Working Days after notification of award. I/We understand that any acceptance by the Township is fully conditional upon the receipt of said documentation, security and certifications by the Township within Ten (10) Working Days. If I/We fail to do so, the Township may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best.
7. That I/We agree to save the Township, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

The undersigned affirms that he/she is duly authorized to execute this bid.

Bidder's Signature and Seal: _____

Position: _____

Witness: _____

Position: _____

(If Corporate Seal is not available, documentation should be witnessed)

Dated at the (Town/City) _____ of _____

This _____ Day Of _____ 2022.