



The Corporation of the Township of Douro-Dummer

Request for Proposal

Identification: PW-2023-03

Supply of One (1) Wheeled Excavator

PW - Public Works

Tender Closing

Date: Monday, June 12, 2023

Time: 4:00 PM 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 tender submission for the supply and delivery of One (1) New 2022 or 2023 Wheeled Excavator. 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. 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 4:00 p.m. on Monday June 12, 2023. 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
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- | | |
|--|-----|
| 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 tender 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. Quotation/Tenders/Proposals received after closing time specified in the bid document will not be considered.

Faxed Bid Submissions are not acceptable

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.

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 Work to be performed under 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 Quotations/Tenders/Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Quotation/Tender/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. Insurance and Workplace Safety Insurance Board

The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance, and where applicable the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the Acceptance Notice. Coverage shall be at least \$2,000,000.00 per incident, with the Township of Douro-Dummer named as additional insured. Additional coverage may be required.

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

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the Township during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

Or

The successful bidder shall provide proof to the Township from the Workplace Safety & Insurance Board that the bidder does not require Workplace Safety & Insurance Board Insurance. If the successful bidder changes its status with the Workplace Safety & Insurance Board during the term of the contract such that coverage is required, the successful bidder shall immediately provide the Township with the W.S.I.B. Clearance Certificate.

Failure to provide such proof shall result in cancellation of the Contract.

7. 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.

8. 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.

9. 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 Quotation/Tender/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.

10. 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.

11. Terms of Payment – for Construction Projects

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all "As Built" drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the

maintenance period, to the satisfaction of the Director or designate the Performance Sureties will be returned to the Company.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Department Manager or designate.

12. 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.

13. 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.

14. Assignment

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Quotation/Tender/Proposal Procedures

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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).

28. 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.

29. 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 Wheeled Excavator 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 2022 or 2023 Wheeled Excavator

Wheeled Excavator

MODEL:	YEAR:	MANUFACTURER:

General Specifications	Yes	No	Specify:
Engine net power according to SAE J1349 shall be a minimum of 159 horsepower			
Operating weight shall be no less than 40,100 lbs. (18,144 kg)			
Maximum cab height shall be 3.22m			
Tail swing radius shall be a minimum of 2.3m			
Counter weight clearance shall be a minimum of 1.22m			
Maximum shipping length regardless of boom style 9.5m			
Minimum wheel base of 2.6m			
Engine	Yes	No	Specify:
Manufacturer and model of engine			
Shall meet EPA final tier 4 specifications			
Engine shall be a 4-cylinder diesel			
Displacement shall be a minimum of 317 cu. In			

Machine shall be equipped with an electronically controlled variable speed hydraulic motor driven on demand fan for engine coolant and hydraulic oil			
Machine shall be 24-volt system equipped with two 12-volt, 900 minimum CCA maintenance free batteries			
The alternator must not be rated at less than 50 amps			
An automatic engine speed control shall be provided that reduces engine speed to a minimum during periods of inactivity, to reduce noise and fuel consumption			
Engine shall be equipped with glow plugs for improved cold weather starting			
Engine and main pump shall be longitudinally mounted for ground level maintenance and service checks			
Fuel injection pump shall be electronically controlled to help reduce fuel consumption			
Operator sound level shall be a maximum of 70 dB(A)			
Engine oil drain shall be environmental drain complete with hose for ease of draining			
Engine shall use a technology which provides advanced electronic control, precision fuel delivery and refined air management			
Engine shall be equipped with air to air after cooler (ATAAC) that increases power density and decreases NOx emissions			

Power Train/Transmission	Yes	No	Specify:
Transmission shall be center mounted for maximum protection from damage in heavy terrain			
2-speed planetary type transmission shall be standard. The machine shall be all-wheel drive in both speed ranges			
Creeper speed shall be provided to facilitate quick and easy repositioning of the machine and to facilitate the use of attachments such as mowers and brush cutters			
Creeper speed should be a minimum of 2.6 km/hour			
The machines maximum travel speed shall not be less than 35 km/hour			
Grade ability shall be at minimum 65%			
A downshift inhibitor shall be provided to prevent downshifting if travel speed is too high, to protect the powertrain from over speed			
Drawbar pull shall be a minimum of 20,570 lbs.			
Driving speed limitation in reverse will be available			
Steering	Yes	No	Specify:
Front steering shall be pivotally mounted to the frame and shall be free to oscillate not less than 7 degrees in either direction			
It shall be possible for the operator to lock the pivotally mounted front axle			
Wheels shall have at least 35 degrees of steering angle in either direction			
Brakes	Yes	No	Specify:
Maintenance free wet disc brakes shall be provided on all 4 wheels			

Two separate pre-charged hydraulic accumulators, one per brake circuit, shall be provided in the brake system			
Machine shall be equipped with parking brakes			
Disc brake system shall work directly on the hub instead of the drive shaft to avoid planetary gear back lash			
Adjustable travel motor brake with levels of aggressiveness shall be available			
Hydraulic System	Yes	No	Specify:
A heavy lift mode hydraulic feature shall be standard that maximizes lifting performance by boosting the lifting capability of the excavator			
All hydraulic quick connectors shall be "Stucchi" threaded style connectors			
A standard multifunction valve shall be available that allows the operator to select between preset tool parameters (hydraulic flow and pressure), eliminating the need to re-set these hydraulic parameters each time a tool is changed			
Shall have a 2-pump auxiliary circuit so as other functions are not affected during aux. brush cutter operation			
The hydraulic system shall be capable of operating any attachment, including but not limited to a Pro Mac R52 brush cutting head at 42 GPM, tilt ditching bucket, excavating bucket, vibratory compactor or hammer			

A variable displacement, load sensing hydraulic system shall be provided as standard			
Maximum heavy lift implement pressure for the implement circuit shall be not less than 4,975 psi (343 bar)			
Maximum pressure for the travel circuit shall be not less than 5,047 psi (348 bar)			
Maximum pressure for the swing circuit shall be not less than 4,844 334psi (3 bar)			
Specify maximum flow for the high-pressure work tool circuit in GPM and L/min			
Specify maximum flow for the medium pressure circuit in GPM and L/min			
The boom cylinder bore shall be no less than 4.7 in (119 mm)			
The stick cylinder bore shall be no less than 4.9 in (124 mm)			
The bucket cylinder bore shall be no less than 4.1 in (104 mm)			
Factory installed proportional auxiliary medium pressure hydraulic valve and lines shall be available			
Factory installed multifunction auxiliary high-pressure hydraulic valve and lines shall be available			
Adjustable hydraulic sensitivity shall allow the operator to choose between three different machine hydraulic aggressiveness settings			
Machine shall have a high-pressure auxiliary circuit operated with a joystick slider button, with an available lockable auxiliary high-pressure circuit foot pedal			

A second high-pressure work tool circuit shall be available which allows use of additional tools that require a third function			
Factory installed second high-pressure work tool circuit lines shall be available			
Axles	Yes	No	Specify:
Machine shall have oscillating front axles and a fixed rear axle			
Machine shall have a maximum steering angle of 35 degrees and an oscillating angle of plus or minus 7 degrees			
Wheels and Undercarriage	Yes	No	Specify:
Blade and outriggers shall be welded on for additional machine stability			
Each outrigger and blade shall be independently controllable from the cab			
The blade shall have a single remote greasing point			
Factory installed heavy duty guarding shall be available for the blade cylinders			
Factory installed heavy duty guarding shall be available for each outrigger cylinder			
Maximum distance from the front axle to the center of the swing bearing shall be 4' 9" (1494mm)			
Maximum distance from the rear axle to the middle of the swing bearing shall be 3' 9" (1188mm)			
Maximum distance between the front and rear axle shall be 8' 8" (2682 mm)			
Undercarriage ground clearance shall be a minimum of 14" (355 mm)			

Machine shall be equipped with standard dual tires 10.00-20 16ply with spacers			
Operators Station	Yes	No	Specify:
Cab shall have an integrated roll over protection system (ROPS) that meets ISO 12117-2:2008			
Cab shall have a standard rear and right-side view cameras for all around visibility in one split screen monitor			
Rear cameras shall have LED lighting to ensure maximum visibility at night			
The unit shall have an easy access mounted 5 lb. ABC fire extinguisher			
Cab shall have electrically adjustable heated mirrors.			
Cab visibility must meet the requirements of ISO 5006/EN474			
Machine must be equipped with a system that monitors and checks fluid levels. The system must warn the operator if the fluids are not at the acceptable levels			
Cab monitor shall display warnings when oil and filter maintenance interval is due based on hours of use			
Cab monitor shall provide text warning messages of problems as well as provide international fault codes			
A single rocker pedal shall control both travel direction and speed			
Wiper and washer for the upper and lower windshield shall be provided			
A left side locking dry, tool box shall be provided in the undercarriage access steps			

A right-side locking, dry tool box shall be provided in the undercarriage access steps			
An air cushion adjustable backrest seat with lumbar support and a heated/cooled cushion will be provided			
The seat and consoles shall slide forward and backward independently so they can be adjusted to fit comfortably for different operator's needs			
The control levers shall be mounted to the suspension seat so the relative position between the operator and the control levers is always maintained			
Seat shall be adjustable both together and separate from the lever controls			
Cab shall have rubber shock dampening mounts			
Shall have a large beverage holder.			
Factory installed AM/FM stereo shall be standard			
Factory installed HVAC system shall be standard			
Cab air conditioner will be automatic in that it will maintain the desired temperature set by the operator			
Cab air conditioner shall have a primary filter that can be removed without the use of special tools			
The left-hand control console shall tilt out of the way for ease of access. All hydraulic controls shall be locked out when console is in the raised position. The console shall be in the raised position for the engine to start			
Machine shall have a minimum 50.8mm (2in) wide retractable seat belt as standard.			

Operator sound level within the cab with the door closed shall not be greater than 71 dB(A)			
A tilting and telescopic steering column shall be offered for easy cab entry and exit			
Joystick pattern changer with the option of backhoe or excavator controls shall be standard			
A color monitor which provides the operator with information on different machine functions and works in conjunction with the rear-view camera for increased safety shall be standard			
The operator shall have permanent auxiliary flow for operating tools with constant rotation controllable from the joystick			
Boom and Stick	Yes	No	Specify:
Shall have Monoblock boom			
Specify the maximum reach at ground level with a one-piece boom and a medium length one-piece stick			
Specify the maximum digging depth with a one-piece boom and a medium length one piece stick available			
Specify the maximum bucket force (ISO 6015) with a one-piece boom and the medium length available one-piece stick			
Specify the maximum stick force (ISO 6015) with a one-piece boom and the medium length available one-piece stick			
Specify the maximum dump height with a one-piece boom and the medium length available one-piece stick			

Specify the maximum stick length			
The stick shall be equipped with a JRB style hydraulic quick coupler that shall enable the operator to simply release one work tool and pick up another from the cab. All tools included in this tender shall be compatible with the JRB hydraulic quick coupler system			
A hydraulic circuit to control the work tool coupler shall be available			
Serviceability	Yes	No	Specify:
Anti-skid, punched steel star plate shall cover the entire normal walking surface of the upper structure for excellent skid resistance. Sand paper style surface mounted antiskid material is not acceptable			
Engine oil and fuel filters shall be vertically mounted and accessible from ground level for easy and rapid service			
Daily maintenance points shall be accessible from the ground level			
A centralized greasing port shall be provided for the front end and swing bearing greasing			
Machines shall be equipped with sight gauges for clear visibility of fluid levels during daily checks			
Large doors with pneumatically-assisted lift cylinders shall effortlessly open for access to the engine and all other service points			
Flat fins on all coolers shall reduce clogging and make debris removal easier			
The engine air intake filter shall not need tools for replacement and shall feature double element construction and build-in pre-cleaner. When the air cleaner			

plugs, a warning shall display on the monitor screen in the cab			
The hydraulic return filter shall be situated inside the hydraulic tank to prevent contaminants from entering the system when the hydraulic oil is changed			
The water separator shall remove water from fuel even when under pressure and shall be in the engine/pump compartment			
Large handrails and steps shall assist the operator in climbing on and off the machine			
Cyclone type filters for the ATAAC to improve cooling in dusty environments shall be standard			
Unit shall be equipped with an automatic greasing system, which automatically lubricates all points from the swing bearing up			
Minimum Service Fill Capacities	Yes	No	Specify:
Fuel capacity shall not be less than 290 Liters			
Diesel exhaust fluid (DEF) shall not be less than 26 Liters			
The hydraulic oil tank shall have a capacity of not less than 100 Liters			
The hydraulic system shall have a capacity of no less than 180 Liters			
Coolant system capacity shall be at least 22 Liters			
The engine oil crankcase shall hold a minimum of 23 Liters			
Owning and Operating Costs	Yes	No	Specify
Machine shall be equipped as standard with an extended life coolant, which extends the service to 12,000 hours			
Minimum recommended oil change intervals shall be 500 hours			

Provided certain manufacturer requirements are met, minimum recommended hydraulic oil change intervals shall be 5,000 hours			
Additional Features	Yes	No	Specify
A microprocessor that controls the engine and hydraulic interface shall be provided			
A central diagnostic function to record system parameters and faults shall be provided to facilitate quick analysis and trouble shooting			
Machine shall have a master electrical disconnect switch that cuts all electrical power to all circuits			
All wire harnesses shall be encased and well protected			
Unit shall have sampling ports for the engine oil, transmission oil, hydraulic oil, engine coolant			
Guards shall be available to protect the operator from falling objects			
A two-piece removable front screen system either dealer made or aftermarket must be included to be used with the brush cutter head. The squares in the mesh are not to exceed 2 inches by 2 inches. The screen must fully cover the windshield glass from the floor of the cab to the roof			
The machine must be equipped with a warning alarm while travelling forward or in reverse			
The machine shall be equipped with a counter weight of up to 4,000 kilograms as standard			
A swing lock to prevent the undercarriage from swinging while travelling shall be standard			
The swing lock shall also be able to be independent of implement lock out			

A 70/30 split windshield shall be standard			
Hydraulic quick connects shall be plumbed on the stick to ease the connection of hydraulic work tools			
Anti-drift and load control valves shall be standard for boom, stick and bucket as well as work tool circuits			
All work lighting shall be LED 360 degrees around the machine			
Miscellaneous	Yes	No	Specify:
Unit to be delivered to the Douro-Dummer Public Works Department Garage at 1422 County Road 4 Warsaw, Ont.			
Unit shall have machine orientation performed by dealer upon delivery			
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			
The first required service shall be performed at no charge to the 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:
All warranty repairs to be at the machine location, with no charge for travel or mileage, F.O.B. Township of Douro-Dummer			

Unit shall come with a 1-year full coverage warranty			
Unit shall come with a minimum 3-year structural warranty			
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 2022 or 2023 Wheeled Excavator

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.

Wheeled Excavator			
Quantity	Unit	Year, Make and Model (Specify)	Unit Price
1	Wheeled Excavator		\$ _____
Sub-total			\$ _____
HST			\$ _____
Total Tendered 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 (optional)		
Trade-In Allowance (if accepted)	2014 John Deere 190 Wheeled Excavator with 52" Pro Mac brush cutter, 60" ditching bucket, 36" digging bucket, Mech. thumb Approx. 8200 hrs.	\$ _____

H.S.T. Registration # _____

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

Provisional Items	Item Descriptions	Price (excluding taxes)
1	Included as a work tool shall be a Promac Rotary High Production RSM 52 brush cutter. The Promac brush cutter must come complete to connect to the machines JRB pin grabber hydraulic quick coupler and all property hydraulic quick connect plumbing appurtenances. Brush head hoses shall be routed out through top of brush head to connect with excavator auxiliary plumbing. The Promac R52 must include all standard features found on the unit. Excavator shall come complete with the brush cutter installed, in the event that the Township chooses to purchase this option.	\$ _____
2	Included as a work tool shall be a Promac Rotary High Production RSM 36 brush cutter. The Promac brush cutter must come complete to connect to the machines JRB pin grabber hydraulic quick coupler and all property hydraulic quick connect plumbing appurtenances. Brush head hoses shall be routed out through top of brush head to connect with excavator auxiliary plumbing. The Promac R52 must include all standard features found on the unit. Excavator shall come complete with the brush cutter installed, in the event that the Township chooses to purchase this option.	
3	An H&H heavy-duty digging bucket shall be standard with a minimum width of 36". The bucket must be compatible with the JRB pin grabber hydraulic quick coupler	\$ _____

4	An H&H ditch cleaning tilt bucket shall be standard with a width of 60". The cutting edge must be a bolt on type and reversible. The bucket shall be plumbed and compatible with the hydraulics auxiliary connections. The bucket must be compatible with the JRB pin grabber hydraulic quick coupler. Tilt function to be operated from cab auxiliary function control on the joystick		\$ _____
5	An H&H hydraulic thumb shall be installed on the machine. Must be pinned to the stick, not to main bucket pin		\$ _____

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 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.