



Request for Tender

Supply and Delivery of (1) New/Demo Backhoe
and/or

Supply and Delivery of (1) New/Demo Wheel Loader

Request #2018-002

February 23, 2018

Municipality of French River

44 St. Christophe Street, Suite 1

P.O. Box 156

Noëlville, ON, P0M 2N0

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Confidentiality Statement

This document, and any attachments thereto, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document please respond to the originator of this message and permanently dispose any copies and any attachments. Thank you for your consideration, Municipality of French River. Please respond to accounting@frenchriver.ca with any questions or concerns.

Submission Details

Submission Deadlines and Methods

All submissions for responding to this request must be submitted to our office, as stated below, no later than:

Wednesday, March 14th 2018 - No later than 2pm Local Time

Successful candidate will be notified within 30 days of the proposal closing date

The use of mail for delivery of a tender will be at the risk of the respondent. Submissions sent in electronic format will **not** be accepted.

Tenders must be submitted in a sealed envelope and shall be clearly marked with the following:

- The Name and Address of the Respondent:
- The Request Number: #2018-002
- The Project Title: Supply and Delivery of 1 Backhoe and/or Supply and Delivery of 1 Wheel Loader

Administration staff will affix on the sealed envelope:

- Date and time of receipt

Submission Delivery Address, Submission Questions and Clarifications

You may contact the following person if you have any questions or require clarification on any topics covered in this Request for Tender. The delivery address to be used for all submissions is:

Robert Martin

Acting Director of Public Works
Municipality of French River
44 St. Christophe Street, Suite 1
P.O. Box 156
Noëlville, ON, POM 2N0
Tel: 705-898-2242
Fax: 705-898-2181
Email: rmartin@frenchriver.ca

Submission Opening/ Award of Tender

Tenders will be publicly opened, and recorded on **Wednesday, March 14th at 2:05PM** at the Municipal Office.

Tenders and the successful candidate will be presented at the Regular Council Meeting of **March 21st, 2018 at 6pm.**

Please note, the award will be subject to Budget Approval

Amendment and Withdrawal of Submission

Requests for withdrawal of a submission shall be allowed if the request is made before the closing time for the contract to which it applies. Requests shall be directed to the CAO/Clerk by letter or in person, by a Senior Official of the company, with a signed withdrawal confirming the details. Telephone requests shall not be considered. The withdrawal of a tender does not disqualify a bidder from submitting another tender on the same contract.

Introduction & Background

The Municipality of French River is a vibrant, welcoming and family-based community that is committed to positive, sustainable growth. A scenic environment, friendliness of neighbors, diversity of cultures and small Municipality feel make French River the community of choice to live, work, visit and vacation.

Detailed Specifications/Scope of Work

The Municipality of French River is requesting tenders for the supply and delivery of one (1) loader backhoe and/or one (1) wheel loader.

- The detailed specifications for **Loader/Backhoe** are attached in Schedule "A" Including an optional "Trade in" component (Viewing location: 142 St. David Street South, Noelville)
- The detailed specifications for **Wheel Loader** are attached in Schedule "B" Including an optional "Trade in" component (Viewing location: 330 Houle Rd., Noelville)

Assumptions & Constraints

The Municipality will not be held liable for any errors or omissions in any part of this Request. The information contained herein is supplied solely as a guideline for responding vendors. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the Request is intended to relieve vendors from forming their own opinions and conclusions with respect to the matters addressed in the Request. Should the Municipality be contacted, no oral explanation or interpretation will modify any of the requirements or provisions of the tender documents. Should changes be required, an addendum would be released under the same request number with an addendum occurrence (Tender # 2018-002 Addendum #1).

The successful vendor will provide continuous and adequate protection of all work from damage and will protect the Municipality's property from injury or damage arising from or in connection with this work. The successful vendor will made good any such damage or injury.

The successful vendor will employ only orderly, competent and skillful employees to ensure that the services are carried out in a confidential and respectable manner.

The successful vendor will ensure all services and products provided in respect to this tender are in accordance with, and under authorization of all applicable authorities, municipal, provincial and/or federal legislation.

The successful vendor and its employees may have access to information confidential to the Municipality. This information may include, but is not limited to, terms of this agreement, business methods and systems, contractual terms, pricing, personal information, etc. subject to disclosure by force of law, the successful vendor agrees that it and its employees who have access to this information will not either during the term of the agreement or at any time thereafter reveal to any third party any of this confidential information or use in any way, whether on the successful vendor's behalf or on behalf of any third party, any such information

The information, reports, documentation, plans, etc. that are a product of this award by the successful vendor, will become the exclusive property of the Municipality of French River.

Terms and Conditions

Relating to the submission document:

- Provincial and Federal Taxes (H.S.T.)** - Tenders shall include applicable H.S.T. taxes. This tax shall be shown separate from the unit price. The proponent shall include with the executed documents, at the time of submission, on company letterhead, notification to the Municipality of their H.S.T. Registration Number (if any)
- Costs, Deliverables & Timelines** – as set out in Schedule A
- Declaration** - Signed declaration must be submitted (Page #10)
- Other** - Vendors may include any additional information regarding their firm and/or services that may prove beneficial to the evaluation of the tender. These would be provided in the form of appendices.

Relating to the Successful Candidates:

- **Contract** - The successful proponent may, within ten (10) days after being advised that they are the successful proponent, execute a contract in duplicate to the Municipality. A delivery date will also be agreed upon; should the agreed upon delivery date not be met, then a late fee of \$1,000.00 per day will be imposed. This late fee will be charged until the tendered equipment is received and accepted by the Municipality of French River. Any/all late fees shall be paid by separate payment from the supplier. A ten percent (10%) holdback will be retained until the truck is accepted by the Municipality of French River, to ensure that the equipment meets the specifications within this tender package.
- **Contract** - The successful proponent may, within ten (10) days after being advised that they are the successful proponent, execute a contract in duplicate to the Municipality. A delivery date will also be agreed upon.
- **Purchase Order** - purchase order issued by the Municipality or French River must be obtained prior to commencement of any work or ordering of materials. The Municipality will not be held liable for any work/materials that do not comply to the details specified on the purchase order.
- **Notice of Acceptance** - Notice of acceptance may be made by fax or telephone, with written confirmation of same to follow, to the successful proponent at the number given by the proponent.

- **Payment** - Shall be made upon receipt of invoice following the receipt of the product (net 30 days) with completion of the work to the satisfaction of the Municipality.
- **Servicing manuals** - need to be provided with the final product.
- **Parts and Service** – Parts and services must be available regionally within the (Sudbury or Nipissing district)
- **Price** - The vendor shall abide by the total price stated in the submission document. No further payments beyond the contract amount will be made for any additional services required to provide a satisfactory deliverable. If additional requirements are requested by the Municipality beyond the original scope of work described in this Request, the cost of these services would be negotiated between the Municipality and the company that has been selected to perform the work. Any additional work will only be undertaken based on a request in writing from the Municipality of French River.
- **Termination** - The Municipality reserves the right to immediately terminate the contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- **Warranty** – Details of the warranty need to be provided to the Municipality before the product is delivered.
- **Public Record** - Any personal information required on the proposal form is received under the authority of the Municipality. This information will be an integral component of the quote submission. All written proposals received by the Municipality become a public record; once a proposal is accepted by the Municipality, and a contract is signed, all information contained in it is available to the public including personal information.

Selection Criteria

A combination of quality, experience and price will determine the successful firm. More specifically:

- The quality of the tender.
- The quality of the proposed product.
- The proven ability to stay within budget
- Any additional features or advantages uniquely proposed by the vendor which the Municipality has not identified in the project deliverables or description.

The Municipality of French River is not obligated to award the service contract to the lowest or any firm. The Municipality reserves the right to reject any or all proposals and to waive formalities as the interests of the Municipality may require without stating reasons. The Municipality will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any vendor by reason of the acceptance or the non-acceptance by the Municipality of any proposal or by reason of any delay in the acceptance of a proposal as well any expenses incurred by the vendor in the preparation of the proposal submission are entirely the responsibility of the vendor and will not be charged to the Municipality.

Declaration

To: The Municipality of French River

Sirs: I/We the undersigned acknowledge receipt of and having carefully examined the Request and "Specifications" set forth in schedule "A" and/or "B" and hereby offer to submit this tender for the Compensation and Pay Equity Review in accordance with, and as required by the said documents at the price set forth in "Schedule "A" and/or "B" hereto.

I/We understand and accept that the prices set forth in this Tender Form include full compensation to furnish all labour, equipment, materials and supplies and transportation necessary or incidental to completing the work in strict accordance with said documents.

I/We understand that this Agreement terminates in the event that I fail to perform the work to the satisfaction of the Municipality.

I/We understand that the lowest or any tender will not necessarily be accepted and that TO BE CONSIDERED, Tender Forms must be in the Municipal Office by the Submission Deadlines and Methods.

GENERAL CONDITIONS

1. The respondent shall discharge all liabilities incurred by him for labour, materials and services used or reasonably required for use in the performance of this Agreement on the date upon which each becomes due and all liabilities incidental thereto.
2. The respondent understands and agrees that he is not, nor is anyone hired by him, covered by the Municipality under The Workers' Compensation Act, and he shall be responsible for, and shall pay all dues and assessments payable under The Workers' Compensation Act, The Unemployment Insurance Act or any other Act, whether Provincial or Federal, in respect of himself, his employees and operations, and shall, upon request, furnish the Municipality with satisfactory evidence that he has complied with the provisions of any such Act. If he fails to do so, the Municipality shall have the right to withhold payment of such sum or sums of money due to him/her that would be sufficient to cover his/her default and the Municipality shall have the right to same.
3. The Contractor to supply proof of Workers' Compensation and \$2,000,000 liability insurance.
4. The respondent covenants and agrees with the Municipality to indemnify it and save it harmless from all claims by third parties arising out of the performance of this Agreement.
5. The price, as proposed by the respondent, includes all limits of the work project.
6. The respondent declares that he has or will pay forthwith all Provincial and Federal Taxes that apply to the said equipment.
7. Notice of acceptance may be made by fax or telephone, with written confirmation of same to follow, to the respondent at the numbers given by the respondent.

Name and Address of the Respondent

Phone:

Fax:

Email:

The Respondent declares:

- No person, firm or Municipality other than the Respondent, has any interest in this tender or in the proposed services for this tender;
- This tender is made without any connection, comparison of figures or arrangements with or knowledge of any other Municipality, firm or person making a tender for the same service and is in all respect fair and without collusion or fraud;
- No member of the staff of the Municipality of French River is, or will become interested directly or indirectly; as a contracting party, partner shareholder, surety or otherwise; or in the performance of the service; or in the supplies, service or business to which it relates; or in any portion of the profits thereof; or in any of the monies to be derived there from;
- The content and requirements of this tender document have been read and understood.
- All prices are quoted in Canadian funds.

All or any tenders not necessarily accepted.

Signed at _____ this ___ day of _____ 2017.

Print Name - Witness

Print – Respondent,

Title - Respondent

Signature - Witness

Signature – Respondent

| |
|---|
| Schedule "A" – Specifications for Loader/Backhoe |
|---|

| General Specifications | Conforms to request? | | Substitution |
|--|----------------------|----|--------------|
| Make: Model: Year: | | | |
| 7000kg in weight minimum | YES | NO | |
| 95hp minimum | YES | NO | |
| Automatic Shift Transmission | YES | NO | |
| Two door cab unit with heating/air conditioning | YES | NO | |
| Master disconnect switch | YES | NO | |
| AM/FM Radio | YES | NO | |
| Light system (front/rear) | YES | NO | |
| Blue & Amber Caution Beacons (LED) | YES | NO | |
| Shop Manual included? | YES | NO | |
| Parts Manual included? | YES | NO | |
| 1 Front & 1 rear spare tire | YES | NO | |
| Auto grease feature | YES | NO | |
| Block heater | YES | NO | |
| Grid heater with dual batteries | YES | NO | |
| Environmental drain | YES | NO | |
| Deluxe air suspension operator's seat, in cloth. | YES | NO | |
| Defroster system | YES | NO | |
| Sun Visor | YES | NO | |
| Front fenders | YES | NO | |
| Front and rear wipers | YES | NO | |

| | | | |
|---|------------------------|-----------------------------------|--|
| Front hydraulic plumbing | YES | NO | |
| Roll Over Protection System | YES | NO | |
| Ride control | YES | NO | |
| Back up alarm | YES | NO | |
| Tinted glass | YES | NO | |
| Rear view mirror | YES | NO | |
| Horn | YES | NO | |
| Four-wheel drive | YES | NO | |
| Drive shaft protector | YES | NO | |
| Fire Extinguisher | YES | NO | |
| <i>Loader Backhoe shall have a minimum engine and a Power Train warranty of two (2) years or 2,000 hours. Five (5) years on the boom. One (1) year full machine warranty.</i> | Engine Warranty: | Months: _____ Hours: _____ | |
| | Power Train Warranty: | Months: _____ Hours: _____ | |
| | Boom Warranty: | Years: _____ | |
| | Full Machine Warranty: | Year(s): _____ Unlimited hours | |
| <i>*Extended Warranty Options</i> | | | |
| Attachment Specifications | | | |
| Quick Connect/Disconnect | YES | NO | |
| Self-leveling front bucket; reach height of 14' or more (overall operating height-fully raised) | YES | NO | |
| Snow bucket of 3yds | YES | NO | |
| 10ft snow blade w/hydraulics | YES | NO | |
| Digging depth; minimum retracted 14', minimum extended 18' | YES | NO | |
| Ditching bucket | YES | NO | |

| | | | |
|---|-----|----|--|
| 24" Hi-Cap excavation bucket | YES | NO | |
| Hydraulic Thumb attachment with rear hydraulic plumbing | YES | NO | |
| Fork attachment | YES | NO | |

Price - Backhoe

| | QTY | Unit Price | Total |
|--|-----|------------|-------|
| <i>Base price for Backhoe</i> | | | |
| <i>Freight and PDI</i> | | | |
| | | | |
| <i>Other (Please list)</i> | | | |
| <i>Trade in Option for:</i> - <i>Case 580 SM</i> <i>Plus (year 2010)</i> | | | |
| | | | |
| <i>Subtotal:</i> | | | |
| <i>HST</i> | | | |
| Total | | | |

Timetable and Deliverables on Loader Backhoe - (Please provide details in the following format)

| Task | Start Date | Completion Date |
|------|------------|-----------------|
|------|------------|-----------------|

-
- Proposed Delivery*:

*An agreeable delivery date will be chosen upon award

| |
|---|
| Schedule “B” Specifications for Wheel Loader |
|---|

| General Specifications | Conforms to request? | | Substitution |
|---|----------------------|----|--------------|
| Make: Model: Year: | | | |
| Minimum weight of 11,000kg | YES | NO | |
| Minimum 6.0Ltr engine | YES | NO | |
| Minimum net 140 horse power | YES | NO | |
| Minimum of 6 cylinders | YES | NO | |
| Minimum Pump flow capacity 40gal/min | YES | NO | |
| Automatic Shift Transmission | YES | No | |
| Master Switch | YES | NO | |
| Location of air filter? | From ground level. | | |
| Polymer filled tires | YES | NO | |
| Shop & Parts Manual | YES | NO | |
| Blue & Amber caution beacons (LED) | YES | NO | |
| AM/FM Radio | YES | NO | |
| Light system front & rear | YES | NO | |
| Ride Control | YES | NO | |
| Roll Over Protection | YES | NO | |
| Auto Grease feature | YES | NO | |
| In cab heat & air conditioning | YES | NO | |
| Block Heater | YES | NO | |
| Front & rear wipers | YES | NO | |

| | | | |
|---|---|----|--|
| Fire extinguisher | YES | NO | |
| Deluxe air suspension operator's seat, in cloth. | YES | NO | |
| <i>Wheel Loader shall have a minimum engine and a Power Train warranty of two (2) years or 2,000 hours. One (1) year full machine warranty.</i> | Engine Warranty: Months: _____ Hours: _____ Power Train Warranty: Months: _____ Hours: _____ Full Machine Warranty: Year(s): _____ Unlimited hours | | |
| <i>*Extended Warranty Options</i> | | | |
| Attachment Specifications | | | |
| Quick Connect/Disconnect | | | |
| Min. Bucket capacity 3.5yds | YES | NO | |
| Minimum Bucket width 8' | YES | NO | |
| Minimum fork length 7' | YES | NO | |

Price – Wheel Loader

| | QTY | Unit Price | Total |
|--|-----|------------|-------|
| <i>Base price for Wheel Loader</i> | | | |
| <i>Freight and PDI</i> | | | |
| | | | |
| <i>Other (Please list)</i> | | | |
| <i>Trade in Option for:</i> - <i>Case 621D</i> <i>(year 2011)</i> | | | |
| | | | |
| <i>Subtotal:</i> | | | |
| <i>HST</i> | | | |

| | | | |
|--------------|--|--|--|
| | | | |
| Total | | | |

Timetable and Deliverables on Wheel Loader - (Please provide details in the following format)

| Task | Start Date | Completion Date |
|-----------------------|------------|-----------------|
| • | | |
| • Proposed Delivery*: | | |

*An agreeable delivery date will be chosen upon award