



**The Corporation of the Township of Douro-Dummer
Public Works Department**

**Tender # 2011 - 01
New 2011 Four-wheel Drive Rubber Tire Backhoe**

Submitted by,

Name of Firm or Individual

Address (Include postal code)

Telephone No. (include area code)

Name of Person Signing for Firm

Office of Person Signing for Firm

Make of Unit Tendered on

Tender Closing Date: Tuesday, April 19, 2011 at 12:00 p.m. Noon

Mail to:

David Clifford, CAO
P. O. Box 92
Warsaw, ON K0L 3A0
Phone: 705-652-8392 ext. 206
davec@dourodummer.on.ca

Additional information can be obtained from:

Harold Nelson, Manager of Public Works
Phone: 705-652-8402
Fax: 705-652-5044
publicworks@dourodummer.on.ca

Information to Bidders

Scope of Tender

The Township of Douro-Dummer will be requesting for quotations for new or used four-wheel drive rubber tire backhoe.

The Township of Douro-Dummer reserves the right to choose a new or used machine depending on product availability and pricing.

1. Tender

Tenders will be received by:

The Corporation of the Township of Douro-Dummer
David Clifford, C.A.O.
894 South Street
P.O. Box 92
Warsaw, ON K0L 3A0

Attn: Tender 2011 Backhoe

Tender Copies

One copy of the Tender, properly signed and sealed, shall arrive at the office of the C.A.O. of the Township of Douro-Dummer, 894 South Street, P.O. Box 92, Warsaw, Ontario K0L 3A0.

Tender Closing

Tenders must be delivered to the above address before **12:00:00 Noon Local Time, Tuesday, April 19, 2011.**

The tender form must be signed by a designated signing officer of the bidding firm.

If a joint bid is submitted, it must be signed and addressed on behalf of each of the bidders.

2. Tender Award

The lowest or any Tender may not necessarily be accepted as the Township reserves the right to reject any or all tenders.

3. Location - Delivery

The complete unit is to be delivered F.O.B. to Township of Douro-Dummer, **Warsaw Roads Depot, 1422 County Rd. #4, Warsaw Ontario K0L 3A0.**

Part "A" – Information to Bidders (continued)

4. Intended Use

The backhoe is to be used by the Township of Douro-Dummer Roads Department.

5. Vehicle Safety

Equipment shall meet or surpass the mandatory requirements of the S.A.E. Standards.

6. Trade In Price

Yes, Trade In, but not necessarily accepted.

7. Descriptive Literature

Descriptive literature shall be provided with tender submission.

8. Minimums

Vehicle must be supplied with suitable components to comply with the following specifications in all aspects. Where minimums are called for, the vehicle must meet or exceed the capacity, size or performance specified.

9. Service of Unit

This specification lists only the major details of a vehicle; therefore, it is the supplier's responsibility to deliver a fully equipped vehicle with compatible components to provide dependable efficient service.

10. Bid Deposit Requirements

No bid deposits required for this tender.

11. Inquiry

Any questions regarding this tender should be directed to:

Mr. Harold Nelson, Manager of Public Works
894 South Street, P.O. Box 92
Warsaw, ON K0L 3A0
705-652-8402
Email: publicworks@dourodummer.on.ca

12. Amendments to "Standard terms and conditions for supply of equipment and materials"

All items in this section supersede content of "Standard Terms and Conditions for the Supply of Equipment, Materials, and Services" Attached.

Part "B" – Standard Terms and Conditions

1. Definitions

Township - The Township of Douro-Dummer

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 Tender, the bonds or security (if any), the company's Tender, and change notices, appendices, and addenda (if any).

Subcontractor- A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.

Tendering

Document - The documents issued by the Township in response to which Tenders are invited for the performance of the work or supply of equipment.

Equipment - The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.

Work - All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

2. Submission of Tender

Tenders must be submitted on the form of Tender supplied by the Township.

Tenders must be legible, written in ink or typewritten. Erasures, over-writing or strike outs must be initialed by the person signing on behalf of the company.

Tenders must be submitted in individually sealed envelopes and clearly marked "**Tender for 2011 Backhoe**"

Tenders received after the closing time specified in the Tendering documents will not be considered.

Fax Tenders are not acceptable.

Part "B" – Standard Terms and Conditions – (continued)

3. Proof of Ability

The Tenderer 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.

4. Delivery

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

The company shall be responsible for arranging its work so that completion shall be as specified in the contract.

5. Pricing Requirement

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

All prices tendered shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Provincial Sales Tax and Goods and Services Tax shall be shown as extra, unless otherwise specified.

If the Tenderer 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 elsewhere in this Tendering document, the prices Tendered shall not be subject to adjustment for any cost of the work to the company.

6. 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 Tender will be considered in the evaluation of Tenders.

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.

Part "B" – Standard Terms and Conditions – (continued)

7. 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 lawyers' fees on a solicitor and his own client basis occasioned to the Township by reason thereof. 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.

8. Assignment

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

9. Laws and Regulations

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 similar 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 Contractor shall conform to and enforce strict compliance with the Construction Safety Act, and Regulations made under that Act.

The successful bidder, for purposes of the Occupational Health & Safety Act, will be designated as the Constructor for this project and will assume all of the responsibilities of the Constructor set out in that Act and its regulations and shall be responsible for any costs to defend charges as a result of any violation.

10. 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.

Part "B" – Standard Terms and Conditions – (continued)

11. Bid Acceptance

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Tender, and to award contracts to one or more bidders submitting identical Tenders as to price; to accept or reject any Tenders in whole or in part; to waive irregularities and omissions. 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.

Tenders shall be irrevocable for 60 days after the official closing time.

A copy of a current WSIB Clearance Certificate

A copy of current liability insurance policy in a minimum amount of \$2,000,000 with the Township of Douro-Dummer named insured.

The acceptance of any Tender is subject to appropriate funding acceptable to the Township.

The successful bidder shall provide the following for equipment:

1. Parts Manual
2. Operation / maintenance manuals and CD if available
3. Shop repair manual

Proof of Accessibility Customer Service Training as per legislative requirements under the Accessibility for Ontarians with Disabilities Act (AODA).

12. Bid Rejection

Basis of Rejection of Tender

Proposals not conforming to the following requirements will be disqualified:

1. Must be legible, in ink, by typewriter or by printer
2. Must be in possession of the Municipality by the closing date and time
3. Must be on the form provided
4. Must be signed and sealed by an authorized official of the bidding organization
5. Must not be restricted or modified in any way

13. Tendering Procedures

Tenders will be called, received, evaluated, accepted and processed in accordance with the Township's Purchasing and Tendering Procedures.

14. Default by Company

- 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.

Part "B" – Standard Terms and Conditions – (continued)

- 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 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).

15. Disclosure

The names of bidders and total bid prices will only be made available at the public Tender opening. After the 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 Tender opening will be given in the reply.

16. 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.

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

17. 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.

Specifications For Backhoe

General:

It is the intent of these specifications to describe one four-wheel drive rubber tire backhoe in sufficient detail to secure bids on comparable equipment. This unit will be used by the Township of Douro-Dummer Public Works Department. Vehicle must be supplied with suitable components to comply in all aspects with the following specifications. Where minimums are called for, the unit must meet, or exceed the capacity, size of performance specified. This specifications list only the major details of a unit; therefore it is the Supplier's responsibility to deliver a fully equipped vehicle with compatible components to provide dependable efficient service.

Specifications:

Confirmation

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

Yes No

The vehicles shall meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulations (S.O.R. 70-487) amended" and bear the National Safety Mark outlined in those regulations.

Yes No

Requirements	Yes	No	Specify
Engine (4.05 litre) minimum			
Horsepower output minimum 90 SAE Net			
Governed RPM 2200 max			
Net Peak Torque @ 1400 RPM – 285 lb ft.			
Fuel filter two stage with water / sediment separator			
Throttle control hand and foot operable			
Engine block heater			
Coolant protection to be -35 degrees F			
Air cleaner dual element			
Transmission to be power shuttle with torque converter			
4-speed forward, 4-speed reverse fully synchronized			
Shuttle control to be electrically operated			
Transmission disconnect to be electrically operated on gear shift			
Traction control to be foot activated on rear axle differential lock			
Front axle to be 4WD with manual switch			
Hydrostatic power steering with priority valve			
Brakes to meet the following standards SAEJ1473 and ISO 3450 requirements			
Parking brake to be spring applied via electric switch			
Custom deluxe cab with air conditioning to be supplied			
Full padded washable rubber floor mats to be supplied			
Heater / defroster to be supplied			
Amber and blue roof beacons to be supplied			
Interior and exterior mirrors to be supplied			
Alternator to be 95 amp minimum			
AM/FM radio to be supplied			
2 maintenance free batteries rated @ 690 cold cranking amps to be supplied			
Hydraulic system to be closed centre, load sensing and flow sharing			
Hydraulic pump to be 42 gpm maximum flow at rated engine RPM			
System pressure to be 3610 PSI minimum			
Loader and Backhoe to run at the same system pressure			
Groeneveld Greaser System or Equivalent			

Acknowledgement & Execution

By the execution of this quotation, the contractor acknowledges that the Township reserves the right to not necessarily accept the lowest or any quotation.

All quotations are issued subject to available funding and approval of Council.

Witness: _____	Contractor: _____
Signature	Signature of person having authority to bind the contract
Name: _____	Business Name: _____
Address: _____	Address: _____
_____	_____