



**REQUEST FOR TENDER
PW2023-01**

EQUIPMENT SPECIFICATION FOR PRICING

The Town of Minto is requesting a tender for the following:

Purchase of one Sidewalk Unit

A four wheel drive articulating, oscillating, rubber tired, diesel-powered multi-purpose tractor, designed for year round work, utilizing various attachments to be supplied Tractor shall be no wider than 1.3m (50-1/2"), including fenders and no higher than 2.032 m (80") to the top of roof. Engine shall be a water cooled diesel with 74 hp @ 2500 rpm and producing torque of 224 lbs-ft@1600

in accordance with the accompanied specifications.

Proposals must be received by 10:00 a.m.; Thursday February 2, 2023
In a sealed package marked

PW2023-01 EQUIPMENT SPECIFICATION FOR PRICING

Delivered to:
Mike McIsaac, Public Works Department
5941 Highway 89
Harriston ON N0G 1Z0

There will be public opening for this Request for tender. Any award of the tender is subject to approval of the Town of Minto Council.

If tenders arrive after the above deadline, the Town reserves the right, entirely at its discretion, to give or not give such tender consideration.

Should a contract result from this tender the name(s) of the successful Proponent(s) will be available to anyone upon request. The staff report to Council, if applicable, may bear the name of the bidders for the project and their respective bid amount. Submissions by bidders

become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

This document consists of a Title Page (page 1), Form of tender (page 2), Bid Document (page 6), and Bid Submission (Page 9). Bidders must review all four sections and confirm by initialing all pages that they have read and understand the contents. Please make sure all relevant forms and documents are signed and completed to ensure your bid is complete.

Form of Tender

a) Definitions

The following definitions shall apply throughout the tender:

“Agreement” refers to the agreement between the Town of Minto and a bidder.

“Award” refers to the selection by the Town of Minto a successful tender for the provision of the goods, services and/or supplies under this process.

“Bidder” refers to any person or corporation participating in this tender.

“Town” refers to Corporation of the Town of Minto.

b) Qualification

The bidder has carefully examined the provisions, plans, specifications and conditions attached to this tender and has carefully examined the site and/or locations of the goods, services and supplies to be provided, where applicable, and the bidder understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this tender, hereby offers to furnish all expertise, equipment, machinery, tools, apparatus, personnel, and other means of construction or production, needed to furnish all the goods, services and/or supplies, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender.

c) Instruction

All pages of this document shall be returned with the tender submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided, and included in a sealed envelope, or in the envelope supplied if applicable.

d) Warranty

I/We the Bidder (s) hereby certify that I/we will provide the goods, services and/or supplies as outlined in this tender, and to diligently perform in accordance with the terms of this bid, upon award by the Town, without undue delay.

(Name of Firm or Individual – Bidder): _____

Address: _____

Phone: _____ Fax: _____ Email: _____

I have authority to bind the company.

(Name of Signatory)

(Signature)

e) Process for Receipt and Opening of Tender

- i. The Form of tender and other documents that make up the bid shall be placed in a sealed envelope, along with any bid deposit or security outlined in the tender and delivered to the Town office where the sealed envelope will be date stamped and a list compiled of sealed bids received for the provision of goods, services and/or supplies.
- ii. On the Closing Date sealed bids received and marked will be opened and the names of the bidders will be recorded by the Opening Committee at the Town of Minto Municipal Office. In some cases the gross bid amount may be read, except however such amount shall not be the final bid amount until such time as the bids have been reviewed and checked for accuracy and confirmed by the Town, at its sole discretion, as accurate.
- iii. The Opening Committee will consist of the C.A.O. Clerk or Department Head responsible for the area of work requiring the goods, services and/or supplies, and staff from the Treasury Department and Clerk's Department, or designate. Unless specified otherwise, opening of the tender shall be public so that bidders recorded at the Town office may observe the opening. Following public opening, bids will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- iv. Unless specified otherwise the Town will not accept a response to this tender by facsimile or other electronic means.
- v. All bids must be clear and readable. Erasures, overwriting or strike-outs shall be initialed by the person signing the bid.
- vi. Late bids will be returned unopened.

f) Privilege Clause

The Town reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted. Without limiting the generality of the statement immediately above, the Town shall not be required to award or accept a bid, or may recall the tender at a later date:

- i. When only one bid has been received;
- ii. Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods, services and/or supplies;
- iii. When all bids received fail to comply with the specifications of the tender terms and conditions;
- iv. Where a change in the scope of work or specifications is required.

Further the Town reserves the right to accept any portion of a bid. Award of the successful bid shall be subject to approval by the Council of the Town of Minto.

g) Communications

Any communications regarding this tender must be addressed to the Primary Town Contact listed on the Title Page of this document.

h) Withdrawal or Revision of Bids

A bidders may withdraw or revise all or part of a bid at any time up to the Closing Date and Closing Time by submitting a letter requesting removal of the previously submitted bid to the C.A.O. Clerk or Department Head responsible for the tender who will exchange the original sealed bid with the replacement sealed bid which will be marked and identified in accordance with part e) above. Requests made by telephone or fax will not be considered. The previously submitted bid will be returned unopened to the bidder.

i) Alterations or Variations

No alterations or variations of the tender shall be valid or binding upon the Town of Minto unless authorized in writing or other means specified in the bid documents.

j) Accuracy of Bid Document and Related Material

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this document, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the bid documents other than those prepared in writing. In no event shall bidders rely on any oral statement by the Town or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

k) Oral Explanation or Interpretation

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the bid document.

l) Due Diligence

Bidders are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their submission. It is the bidder`s responsibility to clarify with the Town any questions with respect to the bid documents in accordance with the procedure set out in herein before submitting a bid.

m) Addendum

By the issuance of a cancellation or addendum, the Town may cancel the tender, revise, delete, add to or substitute any part of the bid document, extend the Closing Date; or provide an explanation or interpretation.

n) Tender Costs

The Town is not responsible for any costs incurred by a bidder to prepare and submit a bid.

o) Claims or Litigation

The Town shall reject all bids submitted by a bidder if that bidder (or a related person, as determined by Council) is engaged in a legal action (including arbitration) with the Town unless this provision is waived by Council, in its sole and absolute discretion.

p) Freedom of Information

The information collected will be used solely for the purpose stated herein. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

q) Non-Lobby

If any employee, agent or other representative of any bidder makes any representation or solicitation to any elected representative of the Town, committee or staff member or any other officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under any communications above, whether before or after the submission of the bid, the Town will be entitled to reject the bid. The requirement does not extend to any public deputation that may be made to Council or any Town committee.

r) Town of Minto Purchasing or Procurement By-Law

This Tender is subject to the Town of Minto's Procurement By-Law in affect at the time of the call goods, services and/or supplies.

Bid Document

1. BACKGROUND

The Town of Minto owns equipment including graders, dump trucks, sidewalk plows and pick-ups. The replacement schedule is based on a service life of 10 to 15 years for large trucks, 16 -18 for graders and 5 years for pick-ups. The total unadjusted cost of equipment replacement over a 14 year period is \$5,295,000.00 for an average annual cost of \$378,000.00.

The Town at its sole discretion may re-allocate funds within its approved budget depending on need and the competitiveness of pricing obtained in its tendered proposal. If a truck tender contains pricing which is poor the Town may defer purchases to other years and re-allocate funds to other areas if such a deferral results in “best value” to ratepayers.

2. SUBMISSIONS

Tenders submitted in envelopes clearly marked as to contents, will be received at the Town of Minto Administration Office
5941 Highway 89
Harriston, ON N0G 1Z0, until 10:00 a.m., local time on: Thursday February 2, 2023

3. SCOPE OF WORK

The intent of this Tender is to retain a competent supplier to meet all necessary requirements needed to fulfill the Town of Minto’s request for the purchase of a four wheel drive articulating, oscillating, rubber tired, diesel-powered multi-purpose tractor, designed for year round work as generally specified in Schedule “A” to this bid document. Schedule “A” provides project specific requirements related to this tender. Town of Minto reserves the right to add, delete or modify Schedule “A”.

4. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

5. QUALIFICATIONS

No bidder shall submit under this tender unless they have the skills, ability and qualifications to provide the goods, services and/or supplies in accordance with applicable federal or provincial law, and shall demonstrate such skills, abilities or qualifications explicitly in the tender if required to do so in the bid documents, or prior to the award if requested to do so by Town representatives at their sole discretion.

6. AGREEMENT

Prior to proceeding with the work required by this proposal, the successful firm shall be required to enter into an agreement with the Town to stipulate mutually agreeable terms for providing the goods, services and/or supplies under this tender.

7. EVALUATION

Bids submitted for goods, services and/or supplies under this tender shall be reviewed using the following general criteria:

- a) The Town is satisfied that such purchase represents “best value” to the Town considering requirements of its purchasing by-law and applicable policies.
- b) Bidders or suppliers have the capacity, skill, ability, past performance, accessibility, quality, service, availability, affordability, reliability, best practices, environmental benefit, proximity and similar as the case may be to supply such goods, services and/or supplies.

8. APPLICABLE LAW

This tender and any award that may develop as a result call shall be governed by and construed in accordance with the laws of the Province of Ontario.

9. NO TOWN OBLIGATION TO AWARD

Publication of this tender and the resultant receipt of any submission do not imply a reciprocal obligation on the part of the Town to award a contract to provide goods, services and/or supplies to any bidder. The Town may at its sole discretion award tender or split the award where such actions would be in the best interest of the municipality keeping in mind the criteria in outlined in Part 8 Evaluation.

The Town of Minto reserves the right to cancel this tender for any reason without any liability to any proponent, or to waive irregularities at their own discretion. Tenders shall be irrevocable until the Town of Minto awards a contract, or cancels this tender, whichever first occurs.

The Town of Minto reserves the right to reject any or all tender, to negotiate with any firm submitting a tender and to accept the tender deemed most favourable in the interests of the Town of Minto.

The lowest or any tender may not necessarily be accepted. The Town of Minto or its agents do not accept any responsibility for costs or expenses incurred by the Proponent in preparing the Proposal.

11. WSIB/INSURANCE

In response to any requirement in any tender, or upon request, bidders shall provide to the Town proof of WSIB certificate of clearance, and a copy of their insurance policy prior to the award of the tender.

12. INSURANCE

Prior to award of any tender, or upon request, bidders shall, at their expense provide certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the

successful bidder to provide a certified copy of the policy. The certificate(s) in the amounts listed below are to be provided:

- a) \$5 million – commercial general liability

Such policy shall contain:

- a) “Cross Liability” clause or endorsement.
- b) An endorsement certifying the Town of Minto is added as an additional insured.
- c) An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Minto.

13. HEALTH AND SAFETY

The Town of Minto is serious in its application of Health and Safety protocols. Bidders are expected to adhere to all legislated and regulated health and safety regulations. Failure to adhere to these practices may result in termination of any contract without financial penalty to the Town. Bidders shall provide to the Town a copy of their Health and Safety policy upon request, or a written statement that they have a Workplace Health and Safety policy in effect.

14. ENVIRONMENT AND ENERGY EFFICIENCY

When procuring goods, services and/or supplies, the Town of Minto supports methods that protect the environment and use energy in an efficient and affordable manner. The Town supports innovation and initiative that promotes energy efficiency and improving the quality of the natural environment keeping in mind issues of affordability, maintenance and operating costs.

15. PAYMENT

The Town of Minto agrees to pay for such goods, services and/or supplies provided for in this bid, once awarded, in accordance with the terms of this bid document and/or the agreement signed upon approval by Town of Minto Council

16 INDEMNITY

The successful bidder shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

17. INQUIRIES

For further information regarding this tender contact:

Mike McIsaac Roads & Drainage Manager

By appointment at the Town office during normal business hours at

5941 Highway 89 Harriston, ON NOG 1Z0, or

Phone: 519-338-2511 ext. 234; Fax 519-510-2005 or email at mike@town.minto.on.ca

Bid Submission

Supplier Information

SUPPLIER: _____

ADDRESS: _____

NAME & TITLE: _____

HST #: _____ DATE: _____

We, the undersigned, declare that we have carefully examined the General Instructions and the Scope of Work. We declare that if this bid is accepted within 30 days of the date of the tender, we will execute a contract to provide all the material and perform all the work described in those documents within the project completion schedule for the sum of:

This quote for the supply one Sidewalk Unit in accordance with the accompanying specifications.

Price Including Attachments as Specified: _____(make & model))	DELIVERY DATE FULLY EQUIPPED _____
Equipment Cost	\$ _____
Options (from Page 14-15 Schedule "A")	\$ _____
Subtotal of tendered prices	\$ _____
HST	\$ _____
Total	\$ _____

_____ (\$ _____) Canadian Dollars,
including all applicable taxes and charges, excluding HST.

Signature

Signature

Schedule "A"

VEHICLE DIMENSIONS

	Tractor shall be no wider than 1.282m (50.5") including fenders	YES		NO	
	Tractor shall be no higher than 2.032m (80.0") to top of roof	YES		NO	
	Tractor shall be a maximum length of 3.810m (150.0") including rear bumper	YES		NO	

VEHICLE WEIGHT

	Chassis Weight Minimum 6,900 lbs.	SPECIFY _____ lb
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ENGINE

MAKE	MODEL			
	Number of cylinders minimum 4	SPECIFY		
	Gross H.P. Minimum 74	SPECIFY:	HP @	RPM
	Gross Torque Minimum 224 lb./ft.	SPECIFY	lb./ft./@	RPM
	Displacement Minimum 4.5 litre	SPECIFY litres		
	Reversing Engine Fan	YES		NO
	Extend life Anti-freeze - 40°C	YES		NO

TRANSMISSION

	Transmission Hydrostatic	YES		NO	
	F-N-R Switch on joystick	SPECIFY:			
	Transmission disabling (Shift to Neutral Within the Cab)	YES		NO	
	2 Speed Mechanical	YES		NO	

PTO / HYRAULIC SYSTEMS

	PTO drives system to be mechanical by way of a clutch	YES		NO	
	Must be electric over hydraulic actuation with indicator light.	YES		NO	
	The engagement speed of the PTO clutch shall be controlled electronically by the tractor ECU	YES		NO	
	The front PTO is to be 1-3/8 inch diameter 6 spline. 540 PTO rpm @ 2160 engine rpm. Minimum 69 PTO HP required	YES		NO	
	Rear of tractor shall have 1 pair of hydraulic couplers with an output of 12 GPM.	YES		NO	
	Hydraulic couplers must be colour coded, matching joystick colour Coded membrane switches.	YES		NO	
	All hydraulic hoses must be wrapped in critical areas.	YES		NO	
	Unit shall be equipped with a Low Hydraulic Oil warning consisting of alarm and engine shut down.	YES		NO	
	External Control Switch for front lift cylinders	YES		NO	
	20 GPM Minimum Hydraulic pump	YES		NO	
	14 GPM Minimum Auxiliary Pump	YES		NO	
	Auto off feature for sander	YES		NO	

CAB/CHASSIS

	Heavy duty, high back/air ride seat	SPECIFY			
	Steel Exterior Cab – if not a steel roof a steel cab roof guard to be installed	YES		NO	
	Floor mats – Heavy Duty rubber	YES		NO	
	Cruise Control	YES		NO	
	Fuel Gauge shall be supplied	YES		NO	
	Voltmeter shall be supplied	YES		NO	
	Oil pressure gauge shall be supplied complete with an automatic low oil pressure engine light, alarm & engine shut down.	YES		NO	
	Tachometer shall be supplied	YES		NO	
	Speedometer shall be supplied	YES		NO	
	Air filter restriction indicator shall be mounted in the dash	YES		NO	
	Engine hour meter	YES		NO	
	Intermittent windshield wiper and washer	YES		NO	

	Rear window wiper and washer	YES		NO	
	AM/FM/Bluetooth radio with digital clock	YES		NO	
	Engine coolant temperature indicator	YES		NO	
	Standard lighting package	YES		NO	
	Self-cancelling directional signals	YES		NO	
	Wiring for two way radio shall be provided	YES		NO	
	There shall be 4 headlights and 1 backup light. All lights are to be halogen adjustable and Identical	YES		NO	
	There shall be signal lights, 4 way flashers, an interior dome light and shock proof rubber mounted tail lights all are to be LED	YES		NO	
	There shall be 4 amber and 4 blue strobes for a total of 8 strobes mounted to A/C branch guard or cab roof guard.	YES		NO	
	The fuel tank capacity shall be not less than 94 litres.	YES		NO	
	Travel Mode/PTO Mode - there shall be an electronic switch provided to switch tractor from Travel Mode (fuel saver mode) to PTO Work Mode. Shifting tractor transmission from high range to low range is not considered the same function.	YES		NO	
	Supply and install one automatic greasing system (Groeneveld Automatic Greasing System)	YES		NO	
	Hi /Neutral/Low range shifter gate	YES		NO	
	4 wheel drive	YES		NO	
	Front and rear hitch	YES		NO	
	Single Electronic Joystick control	YES		NO	
	Floor Heat – All duct work to be enclosed in cab.	YES		NO	
	Air conditioning climate controlled with electronic digital read out.	YES		NO	
	Rear View camera	YES		NO	
	Ground speed regulated control for sander application rate	YES		NO	
	Winter Radial Tires Specify:_____	YES		NO	
	Axles and rims shall be minimum 8 wheel studs	YES		NO	

OPTIONS

SALT AND SAND SPREADER

	Hydraulically driven 1,117 mm (44") rear mounted salt and sand spreader complete with hydraulic on/off control in cab	YES		NO	
	The sander shall have a self-contained stand when disconnected.	YES		NO	
	Spread shall be controlled by a manual adjustment lever	YES		NO	
	The hopper shall be made of heavy gauge steel with a minimum capacity of .3825 cubic meters (1/2 cubic yard).	YES		NO	
	For Safety the sander screen shall be secured with a minimum of 6 bolts.	YES		NO	
	Install a Slow moving sign	YES		NO	

Price: \$ _____

SNOW BLOWER TWIN AUGER STYLE

	P.T.O. driven front mounted 1,295 mm (51") snow blower attachment.	YES		NO	
	Raise/lowering, chute rotation, and chute deflector shall be hydraulically controlled from inside cab.	YES		NO	
	The blower will have a sidewalk chute with hydraulically controlled spout.	YES		NO	
	The cutting edge shall be 12.70 mm x 152mm (1/2" x 6") reversible hardened steel.	YES		NO	
	Blower fan shall have a minimum of blades/paddles.	YES		NO	
	Chute rotation shall be by means of a ball bearing system.	YES		NO	

Price: \$ _____

FOLDING V - PLOW

	The plow shall be capable of operating in one of 5 positions, angled left, angled right, straight, V plow or scoop forward	YES		NO	
	The overall length of the plow shall be 57"	YES		NO	
	The height shall be 26".	YES		NO	
	The plow push-frame shall have an adjustable height stand for easy installation of plow to tractor.	YES		NO	
	The plow shall be fitted with 2-6" x 5/8" thick hardened steel cutting edge	YES		NO	
	The plow push-frame shall be manufactured using 2" x 3" x 1/4" and 2-1/2" x 1/4" HSS steel tubing.	YES		NO	

	The mouldboard skin shall be no less than 3/16" thick steel	YES		NO	
	There shall be 3 hardened skid shoes, 5" dia. by 1-1/2" thick.	YES		NO	
	There shall be a hardened steel nose cone in front of the centre steel shoe.	YES		NO	

Price: \$ _____

SWEEPER

	Shall have a broom width of 60".	YES		NO	
	Shall have a broom diameter of not less than 32".	YES		NO	
	Shall have an overall width of not more than 68".	YES		NO	
	Shall have a sweeping pattern of not more than 50" when angled at 30 degrees.	YES		NO	
	There shall be a self-centring scissor frame, which centres the sweeping pattern in front of the tractor when the broom is angled.	YES		NO	
	Broom shall have a steel extension dirt deflector.	YES		NO	
	Final drive shall be hydraulic motor to broom core without any intermediate power transmission device such as sprockets, chains, pulleys or belts.	YES		NO	
	Hydraulic drive to sweeper shall have a relief valve to prevent core twisting from broom overload conditions.	YES		NO	
	Shall have colour coded hydraulic quick couplers. Paint or tape not acceptable.	YES		NO	
	Shall have 4 stands to support entire broom when disconnected from tractor.	YES		NO	

Price: \$ _____

ATTACHMENT COMPATIBILITY

	All existing Trackless attachments and tire configurations currently owned by the Town of Minto shall connect to the tractor being offered without any modifications to the attachment, tire configuration or tractor.	YES		NO	
	To satisfy legal and safety concerns, bidders must submit a copy of a letter from Trackless Vehicles Ltd approving the attachments already owned can be safely mounted and operated on the tractor and will not in any way effect their product liability coverage of the attachments in question.	SPECIFY:			

WARRANTY AND SERVICE LITERATURE

	Signed Manufacturers factory warranty shall be supplied	YES		NO	
Complete manufacturer's literature and specifications shall accompany each quotation.					
These specification sheets shall be completed and returned with the quotation form.					