



**The Corporation of the Township of North Kawartha
Bid Document**

Tender #T04-20

One Tracked Hydraulic Excavator

Tender Closing Date: Monday, March 30, 2020

Tender Closing Time: 4:00:00 p.m. (1600:00 hrs) local time

**Location: The Corporation of the Township of North Kawartha
280 Burleigh Street
PO Box 550
Apsley, Ontario K0L 1A0**

**Attn: Alana Solman, CAO
Clearly Marked: 'T04-20 Tracked Hydraulic Excavator'**

Late Bids Will Not Be Accepted.

The Corporation of the Township of North Kawartha 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.

Table of Contents

Part "A" Information to Bidders	4
1. Purpose	4
2. Schedule of Work	4
3. Applicable Document Fees	4
4. Bid Deposit Requirements	4
5. Performance Surety Requirements	4
6. Evaluation Criteria	4
7. Tender Award	6
8. Other Public Agencies	6
9. Inquiry	6
10. Amendments to "Standard Terms and Conditions"	7
Part "B" Standard Terms and Conditions	8
1. Definitions	8
2. Bid Closing Time	8
3. Document Fees	9
4. Bid Requirements	9
5. Bidder's Statement of Understanding	10
6. Clarification of Bid Documents	10
7. Bid Deposit Requirements	11
8. Performance Surety Requirements	11
9. Insurance and Workplace Safety Insurance Board	11
10. Proof of Ability	11
11. Document and Site Review	11
12. Pricing Requirement	12
13. Terms of Payment	12
14. Terms of Payment – For Construction Projects	12
15. Delivery	13
16. Patents and Copyrights	13
17. Assignment	13
18. Occupational Health and Safety Act	13
19. Laws, Regulations, Permits, Fees and Licences	15
20. Substitutes and Alternates	15
21. Quantities	15
22. Samples	15
23. Tender Procedures	16
24. Contract Award	16
25. Contract Cancellation	17
26. Availability of Labour and Escalation	18
27. Correction of Defects	18
28. Disclosure	18
29. Freedom of Information	18
30. Complaints	19
31. Accessibility	19
Part "C" Specifications	20
1. Introduction and Background	20
2. Vehicle Specifications	20

Part "D" Bid Form..... 34
Bidders Information Form 35
Declaration of Accessibility Compliance 36
Schedule of Items & Prices..... 37

Part "A" Information to Bidders

1. Purpose

The Township of North Kawartha is currently in the process of purchasing one Tracked Hydraulic Excavator with a brushing attachment for the Roads Department.

Part 'C' attached includes the minimum specifications required for the new Tracked Hydraulic Excavator. Proposals from all Manufacturers or proposals that exceed specifications are welcome and will be evaluated equally.

2. Schedule of Work

The following schedule must be adhered to.

**Tender Closing: Monday, March 30, 2020 at 4:00 p.m. (1600:00 hours)
local time**

**Tender Opening: Monday, March 30, 2020 at 4:15 p.m. (1615:00 hours)
local time**

Vehicle Delivery: The bidder must state a firm delivery date of the completed unit as soon as possible.

The completed machine shall be delivered within the time stated by the bidder on its Part D Bid Form. Delays beyond this time will be considered unsatisfactory performance and the bidder will be responsible for damages to Township of North Kawartha for late delivery. The vendor agrees to pay damages, which will be deducted from the contract price of the unit, in the amount of One Hundred and Fifty Dollars (\$150.00) per day for each day that the excavator or the attachments or components are received over the above quoted delivery date.

3. Applicable Document Fees

None required

4. Bid Deposit Requirements

None required

5. Performance Surety Requirements

None required

6. Evaluation Criteria

Mandatory's: New Tracked Hydraulic Excavator Specifications Met.

Tenders shall be evaluated based on:

- A) Design and Specification Compliance
- B) Purchase Price
- C) Parts and Service Accessibility
- D) Delivery Date
- E) Corporate History

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

	Max. Points
A) Design and Specification Compliance	35
B) Purchase Price	35
C) Parts and Service Accessibility	15
D) Delivery Date	10
E) Corporate History	5
Total	100

10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways/very desirable.
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the Township's needs
8	Good	Exceeds the requirements of the criterion but in a manner, which is not completely beneficial to the Township's needs
7		Fully meets all requirements of the criterion.
6	Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5		Addresses most, but not all, of the requirements of the criterion to minimal acceptable level. May be lacking in some areas which are not critical.
4	Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3		Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
2	Very Poor	Very Poor to Unsatisfactory
1	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

After an initial review of the proposals, Bidders may be contacted for clarification on quoted equipment and/or optional equipment quoted.

Each Bidder is asked to submit (1) original and one (1) copy, as well as one (1) USB stick of their complete bid.

7. Tender Award

Tender award will be made based upon the highest scored compliant proponent in the evaluation process. References and interviews may be requested, if applicable. The Corporation of the Township of North Kawartha 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.

8. Other Public Agencies

Prior to submitting this Tender, it is of significant importance that all potential respondents be advised of the following:

It must be clearly understood that by submitting a Tender in accordance with this document, the respective respondent is agreeing that other interested public agencies upper and lower tiers within the County of Peterborough may review their bid document and further, if a successful respondent is selected by the Township and other public agencies deem it is in their best interest to join the Township contract under the same terms and conditions, then one or more parties may join the Municipal contract, if mutually agreed upon between the interested public agency and the successful bidder.

With the above agreement comes the realization that if other public agencies do join the Municipal contract on a consortium basis, then the total dollar volume resulting from any potential additional sales could prove to be significantly higher than suggested in this document and respondents are requested to consider this information while preparing their responses and bring to their Tender the best possible economic benefits and returns for the Township.

"Other Public Agencies" in this regard will be limited to upper and lower tiers within the County of Peterborough.

9. Inquiry

Any questions regarding this proposal should be directed via email or phone to:

Scott Matheson Roads Superintendent.

Email s.matheson@northkawartha.ca

Phone (705) 656-4796

No questions will be accepted after Thursday, March 26, 2020 at 4:00 p.m.

10. 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.

None

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 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 North Kawartha, 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.
Notice of Award	Notice provided to the successful bidder of contract award.
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 original and one copy of the bid document, properly signed and sealed in an envelope, clearly marked 'T04-20 Tracked Hydraulic Excavator', shall arrive at the office of the CAO, Alana Solman, Township of North Kawartha, 280 Burleigh St., PO Box 550, Apsley, Ontario, K0L 1A0, no later than the specified time and closing date on page one of the bid document. Late bids shall not be accepted; however, they shall be time and date stamped.

The time registered on the office wall clock will be considered the official time when determining exact time of submission.

3. Document Fees

When a document fee is applicable, the Bidder must have previously purchased the respective document.

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

4. 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 municipality. 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 "C" and "Part "D" Bid Form" and all other sections and requirements as requested within the bid document. See Part "C" and 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 state 'T04-20 Tracked Hydraulic Excavator', on the outside of the envelope. Tenders received after closing time specified in the bid document will not be considered. Faxed Bid Submissions are not acceptable.
- g) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:

- i. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Township of North Kawartha's Municipal Office prior to the closing date and time; and/or
 - ii. Bid submission envelope is not sealed and is not marked as per the directions, as per Section 4f) above.
 - iii. Bid submission is delivered later than the closing date and time.
- h) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the municipality may be rejected. The municipality will be the sole judge in this matter.

5. Bidder's Statement of Understanding

It is understood that the Bidder has carefully examined all the bid documents and has 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.

Any deviations or exceptions to the listed specifications must be identified in the tender with an explanation in full detail, with supporting data, how the proposed deviation meets or exceeds the specifications and why it is necessary.

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 municipality 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.

6. Clarification of Bid Documents

No officer, agent or employee of the municipality is authorized to alter orally any portion of these documents. During the period prior to submission of the Tenders, alterations will be issued to Bidders as written addenda. The municipality will issue all written addendum to the bid documents on the Township of North Kawartha website at www.northkawartha.ca/bidsandtenders. It is the bidder's responsibility to check for addenda prior to submission. The Bidder shall list in its bid all addenda that were considered when its Tender was prepared.

7. Bid Deposit Requirements

Bidders may be required to submit a bid deposit with each bid, which must be in the same envelope as the bid.

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

8. Performance Surety Requirements

Performance surety binding the company faithfully to fulfill the obligations of his/her bid as accepted, may be required by the municipality within ten (10) working days from the date of request.

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

9. 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 \$5,000,000.00 per incident, with the Township of North Kawartha named as insured. Additional coverage may be required.

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 municipality during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

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

10. 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.

11. Document and Site Review

Not Applicable.

12. Pricing Requirement

Prices shall be in Canadian Funds, quoted separately for each item stipulated, with delivery of the excavator to be arranged by the Dealership/Bidder.

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 Tender 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.

13. Terms of Payment

Unless alternate payment terms are specified in the contract, the contract price may be invoiced and shall be payable within thirty (30) days of excavator delivery. The effect of any alternative payment terms stated clearly in the bid submission will be considered in the evaluation of bids. The municipality 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, and/or missing components, pending correction of the same. Such situations may be subject to late delivery fees as per Part A 2.

14. 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.

A two-year warranty period will be in effect upon substantial completion of the works. Two and a half percent (2.5 %) of the 10% lien holdback will be retained by the Owner as warranty surety for the duration of the warranty period.

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

15. Delivery

Time shall be material and of the essence of the contract. Delivery time frame should be provided in Part 'D' where indicated.

All bids shall be quoted, F.O.B. destination, with vehicle delivery at North Kawartha Roads Department, 10230 Highway 28, Apsley, Ontario Canada K0L 1A0. The company shall be responsible for arranging its work so that completion shall be as specified in the contract.

16. Patents and Copyrights

The company shall at its expense, defend all claims, actions or proceedings against the municipality 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 municipality 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 municipality 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.

17. Assignment

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

18. 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 Ontario Occupational Health and Safety Act together with the municipality'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 municipality's Health and Safety Policies and Procedures.

The company agrees to indemnify and save the municipality harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the municipality'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 municipality'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 municipality'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 municipality.

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

The company agrees that any damages or fines that may be assessed against the municipality 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 municipality to set-off the damages so assessed against any monies that the municipality 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 municipality 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.

19. Laws, Regulations, Permits, Fees and Licences

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 Canada and 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 municipality and any other governing body.

20. 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 municipality. 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.

21. Quantities

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

22. 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 municipality 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.

23. Tender Procedures

Tender will be called, received, evaluated, accepted and processed in accordance with the municipality's Procurement Policy.

24. Contract Award

The municipality 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 municipality also reserves the right to enter into negotiations with the highest scored compliant proponent if the price bid is over the budgeted amount of the project. Should the municipality be unable to reach an agreement with the highest scored compliant proponent, the municipality reserves the right to enter into negotiations with the next highest scored compliant proponent, or to cancel the call. If in so doing, the best interests of the municipality will be served. No liability shall accrue to the municipality for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Township of North Kawartha reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the municipality 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 municipality.

The successful bidder will be notified of the award of the Tender. This Tender document, along with any addenda, together with the successful proponent's submission, and any agreed upon amendments, may form the contract, and if requested, an additional contract may be entered into within ten (10) working days.

Upon inspection of the delivery of said unit, the Road Superintendent must provide final approval before acceptance. Once the invoice is received, payment will be provided by way of a cheque or electronic funds transfer issued from the Township of North Kawartha within thirty (30) days.

Notwithstanding and without restricting the generality of the statements above, the Township of North Kawartha shall not be required to award or accept a tender submission, and may choose to either cancel the call for tender, or recall the tender at a later date:

- a) When only one Bid has been received as the result of a tender call;
- b) Where the lowest responsive and responsible bidder exceeds the available project budget for the supplies or services;
- c) When all Bids received fail to comply with the specifications of the tender's terms and conditions;
- d) When a change in the scope of work or specifications is required

25. Contract Cancellation

The municipality 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 municipality 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 municipality may, without notice; terminate the contract.
- b) If the company; fails to comply with any request, instruction or order of the municipality; 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 municipality'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 municipality 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 municipality, as aforesaid, shall be without prejudice to any other rights or remedies the municipality may have.
- d) If the municipality 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 municipality may deem appropriate under the circumstances;
 - ii. Withhold any further payments to the company until its liability to the municipality is ascertained;
 - iii. Recover from the company loss, damage and expense incurred by the municipality 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 municipality).

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

26. 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.

27. 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 municipality. 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.

28. Disclosure

The names of bidders and total bid prices will be made available at the public Tender opening. After the Tender opening, requests may be submitted to the municipality 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.

29. Freedom of Information

All information obtained by the company in connection with this bid is the property of the Township of North Kawartha 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 municipality of that fact.

The company may declare confidentiality of their bid; however, the municipality 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 North Kawartha,

Please contact the Township Clerk.
Phone (705-656-4445 ext. 234).
Email c.parent@northkawartha.ca

30. Complaints

Any complaint on the process and procedures as outlined in the municipality’s Procurement Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by the Corporation of the Township of North Kawartha shall be in writing and shall be submitted to the Chief Administrative Officer for review and response.

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

31. Accessibility

The Township of North Kawartha 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.

Tender T04-20 Tracked Hydraulic Excavator

Part “C” Specifications

1. Introduction and Background

The Township is a lower tier municipality located in the northern portion of Peterborough County and is predominantly a rural community.

The Township of North Kawartha operates the following departments:

- Building and Planning
- Clerks
- Council
- Finance
- Fire / Emergency Services
- Library
- Parks and Recreation / Waste Management (Building Maintenance)
- Roads

2. Vehicle Specifications.

Below are the specifications required for: One Tracked Hydraulic Excavator

As stated, Part ‘C’ below includes the requested specifications desired for the Tracked Hydraulic Excavator. Proposals from all Manufacturers or proposals that exceed specifications are welcome and will be evaluated equally. The Tracked Hydraulic Excavator will be evaluated as per evaluation criteria.

Tender T04-20 Tracked Hydraulic Excavator

Part C

#	Specification	Compliance Check one		State Actual
		YES	NO	
1	General			
2	1(one) new Steel Tracked Hydraulic Excavator. As comparison 160 G John Deere, 316F Caterpillar or equivalent size machine of other manufacturer.			
3	<p>Excavator Usage: The excavator is to be used in a Public Works environment which includes the following duties:</p> <ul style="list-style-type: none"> • Ditching • Culvert replacement • Loading of tandem trucks • Brushing <p>Any components in this specification that do not allow this equipment to perform these duties should be brought to the attention of the Township. Machine must be complete and able to be used for the intended function at the time of delivery to the Municipality. If any parts or attributes not specifically mentioned in this specification are required for the vehicle to perform the intended work, then those parts shall be part of this specification.</p>		List concerns if any,	
4	Specify equipment manufacturer.	-		Manufacturer:
5	Specify year.	-		Year:
6	Specify model.	-		Model:

Tender T04-20 Tracked Hydraulic Excavator

Part C				
#	Specification	Compliance Check one		State Actual
		YES	NO	
7	Machine Weight / Dimensions:			
8	Operating Weight	_____ KG		
9	Counter weight to be the heaviest option available for model.			Please Specify _____ KG
10	Transport width to be no more than 8'6" (2590mm) (24" (600mm) track shoes)			
11	Shipping height to be no more than 10'2" (3100mm)			
12	Shipping Length to be no more than 28'3" (8570mm)			
13	Engine			
14	State Engine make and model:			
15	4 stroke turbocharged diesel powered engine.			
16	Engine to be equipped with an electric fuel priming pump.			
17	Fuel filter in-line with strainer and water trap.			
18	Engine to have economy mode to obtain maximum fuel efficiency while maintaining performance.			
19	Engine air intake system to include a pre-cleaner and dust ejector followed by dry dual element filters.			
20	Engine fan to have auto reverse feature to clean radiators of debris.			
21	Engine fan to have full guard to protect operators and or service personnel.			

Tender T04-20 Tracked Hydraulic Excavator

Part C				
#	Specification	Compliance Check one		State Actual
		YES	NO	
22	Engine coolant to be factory filled long life anti-freeze protected to -34 degrees F (-37 degrees C)			
23	Cold start package, including glow plugs, block heater, grid heater or other. Please specify.			
24	Electrical:			
25	Machine to have a 24 volt electrical system.			
26	Any and all wiring to be insulated and secured and in such a way as to prevent rubbing on sharp objects and or stretching the wires throughout the machines full range of motion.			
27	Any additional wiring connections to be in a sealed enclosure or soldered/crimped and heat shrink applied to prevent corrosion. Scotch-lok connection are not acceptable.			
28	All external wiring shall be enclosed in a manner to protect it from environmental damage.			
29	Remote battery jump post.			
30	Battery main disconnect.			
31	Machine to include all work light options. L.E.D.			
32	All Lighting on the machine to be L.E.D.			
33	Cab to include a minimum of two 12 volt aux dc power outlets.			
34	Cab:			
35	Fully enclosed certified R.O.P.S			

Tender T04-20 Tracked Hydraulic Excavator

Part C				
#	Specification	Compliance Check one		State Actual
		YES	NO	
36	Thermal and sound insulation to reduce heat transfer and noise in the cab.			
37	Manufactures highest quality available, Operators seat with options and retractable seat belt. Adjustable arm rests, climate controls, air suspension etc. for maximum comfort and productivity.			Please Specify:
38	Machine shall have a system that monitors fluid levels upon machine start-up and warns the operator if the levels are not within acceptable ranges: Engine oil level, engine coolant level and hydraulic oil level.			
39	Machine shall have a color monitor screen located in front of the operator with factory installed rear view camera, display to also include gauges indicating fuel level, engine coolant temperature, hydraulic oil temperature and RPM.			
40	Operator's manual (2) two copies one of two is to be permanently attached to the seat and stored in a pocket in the rear of the seat of the machine.			
41	Cab HVAC system to have the capacity, with its fan on, to pressurize the cab sufficiently to meet ISO specification for a "pressurized cab", and be equipped with a HEPA filter.			

Tender T04-20 Tracked Hydraulic Excavator

Part C				
#	Specification	Compliance Check one		State Actual
		YES	NO	
42	A transparent factory skylight to be included for improved overhead visibility and to be supported by gas cylinders during opening and closing. Skylight shall have built-in sliding sunshade.			
43	A window shall be easily removed for an emergency exit.			
44	Machine shall not be capable of being started with the hydraulic lock lever in the "live" or "run" position.			
45	Cab to include Beverage holder.			
46	Factory installed AM/FM stereo radio with MP3 connection to be standard.			
47	Seat and consoles shall slide forward and backward independently, so they can be adjusted to comfortably fit any operator. Height adjustable joystick consoles to ensure maximum operator comfort.			
48	Machine to come with factory bolt on removable mesh guard for the front windshield, to limit flying debris from hitting the windshield. (Brushing , Hammer use) Also must be hinged for ease of cleaning on road side.			
49	Machine to include factory bolt on removable guard for the sky light to limit flying/falling debris from hitting sky light.			
50	Rain Guard to be installed on cab so long as it does not interfere with the Front windshield guard.			

Tender T04-20 Tracked Hydraulic Excavator

Part C				
#	Specification	Compliance Check one		State Actual
		YES	NO	
51	Machine shall be equipped with a lockable cab.			
52	The cab shall have factory auto-climate control, A/C with heater and pressurizer.			
53	Machine shall be equipped with switch-able pattern control (SAE or ISO).			
54	Windshield washer/wipers with constant and intermittent speed.			
55	Machine shall come with 4 sets of ignition/door keys.			
56	Tinted glass 20% on rear and side windows.			
57	Perforated front windshield visor.			
58	Front lower window to have secure storage in the cab.			
59	A washer wiper for the lower front windshield to be included. Wiper motor to not be mounted on the glass.			
60	Electric horn to be included.			
61	Storage compartments (literature etc.)			
62	Travel alarm for forward and reverse movement of the tracks.			
63	Handrail to be installed for safety 3 points of contact for the operator.			
64	Anti-skid steel plates shall cover the entire normal walking surface of the upper structure to prevent the operator from slipping during maintenance or inspection. Sandpaper style, stuck-on anti-skid material is not acceptable.			

Tender T04-20 Tracked Hydraulic Excavator

Part C				
#	Specification	Compliance Check one		State Actual
		YES	NO	
65	Include all mirror options interior and exterior that the manufacturer offers. Exterior rear view mirrors to include heated option if available.			
66	Machine to come with side steel bumpers to limit damage to service doors.			
67	Hydraulics:			
68	Main System Maximum Rated Flow.	_____ L/Min		
69	Auxiliary System Maximum Rated Flow.	_____ L/Min		
70	Operating Pressure Implement.	_____ PSI		
71	Operating Pressure Travel.	_____ PSI		
72	Operating Pressure Swing.	_____ PSI		
73	Operating Pressure Power Boost.	_____ PSI		
74	Total combined flow from the two implement pumps shall not be less than 79 gal (300 L) per minute.			
75	All lines secured to boom and stick to be high pressure steel lines.			
76	Machine to have a minimum of 2 variable-displacement axial-piston pumps.			
77	Additional 5/8" coated steel line to be plumbed up the boom and stick to accommodate the brushing attachment for a case drain line. No filters or restrictions in this line before it returns to tank. Must have quick connect coupler to brushing attachment.			

Tender T04-20 Tracked Hydraulic Excavator

Part C				
#	Specification	Compliance Check one		State Actual
		YES	NO	
78	In cab joystick controllers shall be pre-wired from the factory for auxiliary hydraulics.			
79	Hydraulic pumps to be fully serviceable/re-buildable.			
80	All hydraulic lines must be protected from rubbing, chaffing or cuts by means of protective covering, rubber grommets and placement.			
81	Machine shall come with factory installed auxiliary Tool Control hydraulic circuit with 1 or 2-pump flow, combined one-way or 2-way hyd. flow complete with high pressure steel lines down boom & stick and shut off taps & joystick thumb wheel control. Finished with hydraulic quick connects. 3-way manual ball valve to be supplied at the end of steel line mounted to the stick.			
82	Machine shall have a second circuit to be Med pressure bi-direction for rotate circuit w/ steel lines down boom & stick, both joysticks to incorporate thumb wheel implement control with full modulation. Complete with hydraulic quick connects and manual ball valve shut off.			
83	Machine shall have an automatic swing parking brake.			
84	Hydraulic system to have fine swing control.			
85	Machine to come equipped with factory oem boom and stick lowering control device.			

Tender T04-20 Tracked Hydraulic Excavator

Part C				
#	Specification	Compliance Check one		State Actual
		YES	NO	
86	Undercarriage:			
87	Machine to have factory center track guide guard.			
88	Long undercarriage to be supplied not less than 10'2" center of drive gear to center of front idler wheel.			Specify,
89	Machine shall have a towing eye on frame base front and rear left and right.			
90	Machine to have minimum of one upper carrier roller and 7 lower rollers per side.			
91	Machine to have swivel guard.			
92	Track rollers and carrier rollers to be lifetime lubricated for increased service life.			
93	Machine to be equipped with 24 inch (600mm) steel triple grouser shoes.			
94	Machine to have full coverage heavy duty undercarriage removable bottom guards.			Specify Gauge,
95	Operating Specifications:			
96	Maximum digging depth at flat bottom shall be no less than 19'5".			Specify,
97	Maximum reach at ground level to be no less than 29'7".			Specify,
98	Stick length to be no less than 8'6".			Specify,
99	Draw bar pull to be no less than 35,000lbf			Specify,
100	Swing torque.	Specify,		
101	Tail swing radius.	Specify,		

Tender T04-20 Tracked Hydraulic Excavator

Part C				
#	Specification	Compliance Check one		State Actual
		YES	NO	
102	Attachments:			
103	Hydraulic thumb Machine to be equipped with H&H progressive link hydraulic thumb. 2 tines configured to mesh between the teeth of the digging bucket, and must pivot on stick pin. Hydraulic thumb roller controller shall be intergraded in cab on right control joystick.			
106	Hydraulic thumb hoses to be equipped with hydraulic quick connect fittings at the stick.			
107	Machine to be equipped with one H&H 60", 1 yard hydraulic tilt ditching bucket, bolt on reversible cutting edge, two double acting cylinders and a 2.5" diameter main pivot pin.			
108	Machine to come with one 42", 1.06 yard heavy duty digging bucket, 5 standard replaceable dig teeth and a full one piece bottom wear plate, certified lift loop included.			
109	Machine shall be equipped with one category 5 H&H mechanical wedge coupler.			
110	Machine to come complete with Promac HDM 36 Fixed Tooth Rotor brushmulcher.			
111	Brushmulcher to be equipped with optional pusher pad with no bucket teeth installed.			

Tender T04-20 Tracked Hydraulic Excavator

Part C				
#	Specification	Compliance Check one		State Actual
		YES	NO	
112	Brushmulcher frame to be fully welded and designed to be pushed on for carrier maneuvering.			
113	Brushmulcher to have replaceable shoes.			
114	Brushmulcher to have a minimum of 7/8" Qt main bearing plates.			
115	Brushmulcher hydraulic system to consist of anti-cavitation protection bent axis piston motor fixed or variable. 80cc.			Specify,
116	Brushmulcher must be provided with a 155HP rated synchronous drive belt.			
117	Brushmulcher cutting width to be 36".			
118	Brushmulcher to be rated for 2200 rpm			
119	Brushmulcher to be fitted with quad, chipper carbide tooling.			
120	Brushmulcher complete spare set of teeth.			
130	Brushmulcher cutting diameter to be 21".			
131	Brushmulcher to be fitted with a replaceable belt guard.			
132	Brushmulcher to be equipped with the correct adapter to attach to wedge coupler specified above (Line # 109).			
133	Brushing attachment to be supplied with all appropriate length hydraulic hoses and quick connect couplers needed to attach to carrier machine for operation. Including case drain.			

Tender T04-20 Tracked Hydraulic Excavator

Part C				
#	Specification	Compliance Check one		State Actual
		YES	NO	
134	Additional:			
135	Please list all information where applicable: In Shop Rate: \$ _____ Service Truck rate: \$ _____ Mileage Rate: \$ _____ Mileage Rate Calculated from: _____ Mobile Technician rate: \$ _____ Consumable Charges: \$ _____ Environmental Charges: \$ _____ Other applicable Charges: \$ _____ Closest dealer in kilometers to 10230 Highway 28 Apsley Ontario : _____			
136	Machine and attachments to be delivered to the Township of North Kawartha 10230 Hwy 28 Apsley, Ontario.			
137	Build sheet included.			
138	Operators manual 2 paper copies.			
139	First engine service shall be performed at no charge to the Township including oil, filter, labour, and a full machine inspection, at the Township garage. 10230 Hwy 28 Apsley			
140	The machine will have dirt seals on all bucket pins.			
141				
142	Warranty:			
143	Full factory warranty to start from the date of delivery to the municipality and last a period of 1 year at a minimum.			Please specify actual,

Tender T04-20 Tracked Hydraulic Excavator

Part C

Optional items:

Please provide a quote on the following options. These provisional items will be considered and may be added to the purchase price of the unit as extra costs. In the event that additional items are requested by the Township, an amended delivery date will be negotiated. H.S.T. is applicable to the item(s) listed, however, is not to be included in the submitted item cost.

Please list all prices "H.S.T. Extra".

Optional Items	Specification / Type	Price \$
1) Automatic grease system supplied and installed.(Groeneveld or Lubecore)	Make : _____ Model: _____	\$ _____
<p>Note: Optional warranty information; please submit attachments of all specifications and inclusions applicable to the specific optional warranties. The attachments are to be signed and dated by the bidder.</p>		
Warranty option 1	_____	\$ _____
Warranty option 2	_____	\$ _____
Warranty option 3	_____	\$ _____
Warranty option 4	_____	\$ _____
Warranty option 5	_____	\$ _____
Warranty option 6	_____	\$ _____
Warranty option 7	_____	\$ _____
Warranty option 8	_____	\$ _____

Tender T04-20 Tracked Hydraulic Excavator

Part "D" Bid Form

**The Corporation of the
Township of North Kawartha**

**280 Burleigh St., PO Box 550
Apsley, Ontario
K0L 1A0**

Proposal No. T04-20

One Tracked Hydraulic Excavator

Documents to Be Enclosed with This Bid Form

- One (1) Original and One (1) Copy of the completed Part 'C' specification document for each vehicle.**
- One (1) Original and One (1) Copy of the completed Part 'D' Bid Document Signed & Sealed.**
- Complete bid on USB Stick.**
- Properly addressed and clearly marked 'T04-20 Tracked Hydraulic Excavator'**

Tender T04-20 Tracked Hydraulic Excavator

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 North Kawartha, Hereafter called the
"Owner":

Declaration of Accessibility Compliance

Company Name:	
Print Name:	
Title:	Dated:

I/ we acknowledge that as a contractor/consultant of the Township of North Kawartha 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.

Respondent

Signature

Date

Tender T04-20 Tracked Hydraulic Excavator

Schedule of Items & Prices

(All unit prices are Not to include HST)

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 Proposal for the following prices:

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

One Tracked Hydraulic Excavator

Make: _____

Model: _____ Year: _____

Price as per specifications in part 'C': \$ _____

Extras/Options: _____ \$ _____

Extras/Options: _____ \$ _____

Extras/Options: _____ \$ _____

Total Price before H.S.T. \$ _____

H.S.T. \$ _____

Total Price \$ _____

Additional Warranty Information/Price

Details: _____ \$ _____

Extended Warranty Total Price \$ _____

H.S.T. \$ _____

Net Price: \$ _____

Tender T04-20 Tracked Hydraulic Excavator

Tracked Hydraulic Excavator Delivery Date: _____
Declaration

To the Corporation of the Township of North Kawartha, 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 a formal contract in triplicate, if required, 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.

Tender T04-20 Tracked Hydraulic Excavator

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

Bidder's Signature and Seal: _____

Position: _____

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

Witness: _____

Position: _____

Dated at the _____ of _____
(Town/City)

this _____ day of _____ 2020.