



ESSEX-WINDSOR SOLID WASTE AUTHORITY
360 FAIRVIEW AVE. W. SUITE 211, ESSEX ON, N8M 3G4

TENDER

FOR THE SUPPLY AND SERVICE OF ONE (1) RUBBER TIRE TWO (2) WHEEL DRIVE BACKHOE (MINIMUM OPERATING WEIGHT OF 8,350 KG) WITH UP TO A SEVEN YEAR SERVICE CONTRACT

SERVICE CONTRACT TERM: Standard Warranty, plus hourly maintenance rate, 3 Year, 5 Year and 7 Year maintenance plan – Dependent on Option Selected by EWSWA

ISSUE DATE: Friday, February 1, 2019

CLOSING DATE FOR RECEIPT OF BIDS: Tuesday, February 19, 2019
12:00 PM (NOON)

SUPPLIER NAME: _____

TABLE OF CONTENTS

DOCUMENT TAKERS RESPONSIBILITY	4
QUESTIONS ON THIS TENDER DOCUMENT.....	4
INTRODUCTION.....	4
INFORMATION FOR BIDDERS.....	6
1. <i>CLOSING DATE</i>	6
2. <i>TERM OF SERVICE CONTRACT</i>	6
3. <i>GENERAL & TERM</i>	7
4. <i>SERVICE CONTRACT</i>	7
5. <i>TRAINING</i>	7
6. <i>PUBLIC OPENING.....</i>	7
7. <i>WITHDRAWAL OR QUALIFYING OF BIDS.....</i>	7
8. <i>INFORMAL OR UNBALANCED BIDS</i>	8
9. <i>BIDS.....</i>	8
10. <i>QUALIFICATION OF BIDDERS.....</i>	8
11. <i>BID PRICES</i>	9
12. <i>SOLE INTEREST</i>	9
13. <i>OMISSIONS, DISCREPANCIES AND INTERPRETATIONS.....</i>	9
14. <i>ACCEPTANCE OR REJECTION OF BIDS</i>	9
15. <i>BID DEPOSIT.....</i>	10
16. <i>BIDDER'S EXPERIENCE</i>	10
17. <i>WORKPLACE SAFETY AND INSURANCE</i>	10
18. <i>INSURANCE</i>	10
19. <i>TAXES.....</i>	11
20. <i>POWER OF THE AUTHORITY.....</i>	12
21. <i>REMOVAL OF EMPLOYEES</i>	12
22. <i>COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES.....</i>	12

23.	<i>LABOUR AND EQUIPMENT</i>	13
24.	<i>CO-OPERATION</i>	13
25.	<i>INDEMNITY</i>	13
26.	<i>CONTRACT AMOUNT</i>	13
27.	<i>SAFETY AND FIRST AID</i>	14
28.	<i>AUTHORITY FACILITIES</i>	14
29.	<i>FORCE MAJEURE</i>	14
30.	<i>PAYMENT FOR SEVICE CONTRACT WORK PERFORMED</i>	15
31.	<i>GUARANTEE OF EXTENDED WARRANTY</i>	16
32.	<i>SERVICE CONTRACT</i>	16
33.	<i>DELIVERY DATE</i>	16
34.	<i>GUARANTEED BUY BACK</i>	16
35.	<i>OPERATING HOURS – ESSEX-WINDSOR Transfer station & public drop off</i>	17
	<i>Option 1 (Manufacturers Standard New Machine Warranty with PM Service)</i>	17
	<i>Option 2 (Manufacturers Standard New Machine Warranty with PM Service and Extended Drive Train and Engine Warranty)</i>	20
	<i>Option 3 (Full Service Maintenance and Repair Contract – Bumper to Bumper)</i>	23
	EQUIPMENT BID SHEET	26
36.	<i>Used Equipment Trade-in Allowance</i>	26
	SERVICE CONTRACT OPTIONS BID SHEET	37
	STATEMENT “A” – BIDDER’S EXPERIENCE	38
	SIGNATURE PAGE	39
	COMPANY CONTACT PERSON/ SIGNING OFFICER INFORMATION	40

DOCUMENT TAKERS RESPONSIBILITY

It is the responsibility and obligation of any and all document takers to advise the Essex-Windsor Solid Waste Authority that they are in receipt of the document. The purpose of notifying the Authority of the acquisition is to ensure that in the instance of any notices, changes or addenda the document taker can be notified with due diligence. The Authority will not be responsible for errors and/or omissions as a result of neglect or disregard of this directive on the part of the document taker. Please contact the Authority office to be added to the document takers list.

CONTACT

Teresa Policella - Executive Secretary

Phone: 519-776-6441 x 1229

Fax: 519-776-6370

Email: Tpolicella@ewswa.org

QUESTIONS ON THIS TENDER DOCUMENT

Any questions regarding the **Backhoe** specifications should be directed to the Waste Disposal Manager, Tom Marentette at (519)776-6441 ext. 1961

INTRODUCTION

The Essex-Windsor Solid Waste Authority requires the supply and service of one (1) rubber tire two (2) wheel drive backhoe (minimum operating weight of 8,350 kg) with up to a seven (7) year service contract to be used at the Essex-Windsor Transfer Station and Public Drop off Facility in Windsor, Ontario.

Under this contract, it will be the responsibility of the successful bidder to supply all required service and preventative maintenance as per the service contract specifications. Due to the nature and potential variability of equipment supplier service contract, it is imperative that the bidder provide detailed information as per their service contract levels for each and all bids.

The bidder should also note that all options request a guaranteed buy back bid submission which will be used during the contract life cycle evaluation process. The EWSWA reserves the right at its sole discretion to exercise or reject the guaranteed buy back bid at the conclusion of the contract. The bidder is not required to provide a buy back figure when responding to this tender.

It is the intent of these specifications to obtain equipment suitable for arduous, heavy-duty service in connection with the operation of The Essex-Windsor Solid Waste

Transfer Station and Public Drop-off area located at the Essex-Windsor Material Recovery Facility in Windsor. The equipment furnished must be specifically designed for the use intended. Modified or "built up" equipment will not be acceptable.

The equipment shall be new, unused, 2018 or 2019 model. The supplier shall indicate "Yes" or "No" responses in area provided. Any part of this specification where the supplier indicates "No" to the supply of the requested item shall be accompanied with a note of explanation as to the supplied alternative, if any. The unit shall be of the best quality and the workmanship shall be of the highest grade.

Prices must be F.O.B. the Essex-Windsor Material Recovery Facility, 3560 North Service Road East, Windsor, Ontario and include all freight, delivery charges and dealer preparation. The supplier will be responsible for all transportation of equipment to and from the site up until the unit has passed the Authority's delivery inspection.

The Authority reserves the right to reject any and all price quotes and to waive formalities as the interests of the Authority may require without stating reasons therefore and the lowest or any price quote will not necessarily be accepted.

INFORMATION FOR BIDDERS

1. CLOSING DATE

Quotes clearly identified will be received for the supply and service of one (1) Rubber tire two (2) wheel drive backhoe (minimum operating weight of 8,350 kg) with up to a seven year service contract.

BIDS MUST BE PROPERLY LABELLED AS TO CONTENTS AND ADDRESSED TO:

Ilija Maodus, General Manager
Essex-Windsor Solid Waste Authority
360 Fairview Avenue West, Suite 211
Essex, Ontario N8M 3G4

AND WILL BE RECEIVED AT HIS OFFICE UNTIL:

Tuesday, February 19, 2019 AT 12:00 PM (NOON) LOCAL TIME, after which a public tender opening will take place.

NO EMAILED OR FAXED TENDER SUBMISSIONS WILL BE ACCEPTED

Bids received after the official closing time and date specified above will not be considered!

2. TERM OF SERVICE CONTRACT

The term of the Service Contract will be dependent on the option selected by the Authority.

3. GENERAL & TERM

This contract includes provisions for the supply and for the service agreement for one Rubber Tire Backhoe. The service contract shall include all required maintenance, repairs and preventative maintenance as per the service contract option awarded.

The service contract if awarded shall be for the period stated in the contracts and will be based on the hours recorded from the electric hour meter on award date or calendar term of contract whichever occurs first.

4. SERVICE CONTRACT

In order to ensure that all regularly scheduled service calls and breakdown repairs are carried out in a timely fashion and further, that the equipment is in such a state of repair that continuous uninterrupted operations can be attained, the Maintenance Service Vendor must, at a minimum, provide the following level of service and response time:

Vendor must maintain at least one (1) full time service truck complete with a factory trained service technician to complete all scheduled required maintenance and repairs and is capable of being on-site within 8 hours of being notified.

For emergency service or major breakdown repair service the response time shall be within 4 hours.

5. TRAINING

The Vendor shall be required to train the Authority's operators in general operation and maintenance of the equipment as required.

6. PUBLIC OPENING

On the closing day, commencing at approximately 12:05 PM local time, all submissions will be opened, read and recorded publicly by the Essex-Windsor Solid Waste Authority at the above-mentioned address.

7. WITHDRAWAL OR QUALIFYING OF BIDS

A Bidder who has already submitted a Bid may submit a further Bid at any time up to the official closing time. The last Bid received shall supersede and invalidate all Bids previously submitted by that Bidder for this contract.

A Bidder may withdraw or qualify their Bid at any time up to the official closing time by submitting a letter bearing their signature and seal as in their Bid to the EWSWA. No telephone calls, faxes or emails will be considered. Bids which are qualified may be rejected by the Authority without assigning any reasons.

8. INFORMAL OR UNBALANCED BIDS

All entries in the Form of Bid shall be made in ink or be typewritten. Entries made in pencil shall, unless otherwise decided by the Authority, be invalid or informal.

Bids which are incomplete, conditional, illegible or obscure or that contain additions not called for, reservations, erasures, alterations (unless properly and clearly made and initialed by the Bidder's signing officer) or irregularities of any kind may be rejected as informal.

Bids that contain prices which appear to be so unbalanced as likely to affect adversely the interest of the EWSWA may be rejected. Wherever in a Bid the amount quoted for an item does not agree with the extension of the estimated quantity and the Bidder's unit price, the unit price shall govern and the amount and the Total Bid Price shall be corrected accordingly.

The Authority reserves the right to waive formalities at its discretion.

Bidders who have submitted Bids that have been rejected by the Authority because of informalities will normally be notified of the reasons for the rejection within ten (10) days after the closing date for Bids.

9. BIDS

The complete written contract documents and specifications should be submitted as the Bid. The Bid must be enclosed in a sealed opaque envelope.

10. QUALIFICATION OF BIDDERS

All Bidders shall be required to demonstrate to the satisfaction of the Authority that they have adequate financial resources, experienced personnel, and expertise to perform the services required by the specifications, and shall furnish such information and/or proof of these qualifications upon request. No contract will be awarded to any Bidder who, as determined by the Authority, is not qualified to perform the necessary service due to any unsatisfactory record, or inadequate experience, or who lacks the necessary capital, organization, and equipment to conduct and complete the service in strict accordance with the specifications.

11. BID PRICES

The lump sum price or prices quoted in the Quantity and Price Schedule shall include the furnishing of all materials, supplies and equipment and provision of all labour, tools and equipment, utility and transportation services necessary to perform and complete all the work required under the Contract, including all miscellaneous work, whether specifically included in the Contract Documents or not.

12. SOLE INTEREST

No person, firm, or corporation other than the Bidder shall have any interest in the Bid or in the proposed contract for which the Bid is made and to which it relates.

13. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

Should a Bidder find omissions from or discrepancies in any of the Bid documents or should there be doubt as to the meaning or any part of such documents, they should notify the Authority, preferably in writing.

If the Authority considers that a correction, explanation or interpretation is necessary or desirable, they will issue an addendum to all who have taken out Bid documents. No oral explanation or interpretation shall modify any of the requirements or provisions of the Bid documents.

Neither party to the contract shall take advantage of any apparent error or omission in the Contract Documents, but the Authority shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of the intent of the Contract Documents. Any work or material not included herein but which may be fairly implied as included in this Contract, of which the Authority shall judge, shall be done or furnished by the Vendor as if such work or materials had been included.

14. ACCEPTANCE OR REJECTION OF BIDS

The Authority shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by a Tenderer prior or subsequent to or by reason of any delay in the acceptance of a tender save as provided in the Contract

Bids are subject to a formal contract being prepared and executed. The Authority reserves the right to accept or reject either of the options and to reject any or all tenders and to waive formalities as the interests of the Authority may require without stating reasons therefore and the lowest or any tender will not necessarily be accepted.

The Authority will have 30 days from the date that approval is granted by the EWSWA Board to accept the tender and a further 30 days to execute the contract.

15. BID DEPOSIT

Bid shall be accompanied by a deposit in the form of a certified cheque or bid bond in an amount equal to 10% of the total value of the specified equipment price (exclusive of tax), made payable to the Authority. The deposit of all bidders, except for the 2 lowest acceptable bids, will be returned within 10 days after the bids are opened.

Bid deposit of all bidders will be released upon execution by the successful bidder of the contract agreement. Bidders are requested to note that no interest will be paid for the bid deposit cheque retained by the Authority. The bidders are deemed to have made due allowance for this in their bid contract bid price.

16. BIDDER'S EXPERIENCE

In order to aid the Authority in determining the ability of each Bidder, the Bidder shall complete Statement "A", Bidder's Experience as required which is bound herein, stating the Bidder's experience in similar work which he has successfully completed.

17. WORKPLACE SAFETY AND INSURANCE

The Vendor shall furnish evidence of compliance with all requirements of the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of the Contract, and a further certificate issued prior to the payment of the final balance due to the Vendor.

18. INSURANCE

GENERAL LIABILITY INSURANCE

The Vendor will provide a Liability Policy written on a Commercial General Liability Form for limits of not less than \$2 million (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property.

The property damage deductible shall not exceed ten thousand (\$10,000) and shall be the responsibility of the Vendor.

The Commercial General Liability shall name as insured:

- Essex Windsor Solid Waste Authority
- The Corporation of the County of Essex
- The Corporation of the City of Windsor

The Commercial General Liability Policy shall include but not be limited to the following extensions:

- All premises, property, and operations necessary or incidental to the performance of the contract. Bodily injury and Property Damage on an occurrence basis.
- Personal Injury
- Broad Form Property Damage
- Contingent Employers Liability
- Owners and Vendors Protective
- Cross Liability
- Products and Completed Operations
- Non-Owned Automobile with a limit of not less than 2,000,000
- Blanket Written Contractual
- Tenants Legal Liability with a limit of not less than \$2,000,000
- 30 Days Notice of Cancellation

AUTOMOBILE LIABILITY INSURANCE

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$2 million (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Vendor. Where the policy has been issued pursuant to a government-operated automobile insurance system, the Vendor shall provide the Authority with confirmation of automobile insurance coverage for all automobiles registered in the name of the Vendor.

VENDORS EQUIPMENT INSURANCE

“All risks” Vendor’s equipment insurance covering machinery and equipment used by the Vendor for the performance of the Work, shall be in a form acceptable to the Authority and shall not allow subrogation claims by the insurer against the Authority.

19. TAXES

All prices contained in the Bid shall include all taxes where applicable.

20. POWER OF THE AUTHORITY

The General Manager of the Authority and the Manager of Waste Disposal of the Authority, or their designates, are required to see that provisions of the Specifications are faithfully adhered to, especially as regards to the quality of the equipment and labour supplied by the Vendor and shall have the power to suspend any driver or equipment operator for incompetence, drunkenness, negligence or disregard of others.

21. REMOVAL OF EMPLOYEES

The Authority, in its sole discretion, retains the right, under this contract, to require the Vendor to remove from its operations any employee who is incompetent, intoxicated, and negligent, has flagrant disregard for others, or for any other just cause.

The Authority, in its sole discretion, may stop the work entirely if there is not a sufficient number of experienced employees on site to carry it out properly, or for any other good and sufficient cause.

22. COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES

The Vendor shall comply with all labour, police, health, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the Term.

All federal, provincial and local laws and regulations, as well as policies established by the Authority to govern operations, now or subsequently enacted, shall become a part of the Contract and be complied with in the performance of all parts of the work. The Vendor shall enforce provisions of policies established by the Authority, where such policies provide for such enforcement. This may include, but not be limited to a requirement to discipline persons who fail to comply with such policies, including ejection of the offending persons from the Site(s).

The Vendor shall be, or shall become, familiar with all such laws, regulations and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Vendor's responsibility to comply with:

- Environmental Protection Act
- Transportation of Dangerous Goods Act
- Workplace Safety and Insurance Act for Ontario
- Occupational Health and Safety Act
- Safety or other Policies established by the Authority
- Construction Lien Act and regulations.

The Vendor shall indemnify and hold harmless the Authority and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation;

23. LABOUR AND EQUIPMENT

The Vendor shall furnish only skilled labour and all equipment that is or becomes necessary to carry out the operations in accordance with the provisions of the Contract.

The Vendor shall provide experienced and qualified personnel to supervise the operations at all times.

24. CO-OPERATION

Other Vendors may be present at the facilities. The Vendor shall extend full co-operation to them, and allow free access to them for the purposes of performing their work at all times. The Authority reserves the right to alter the method of operations pursuant to this Contract so as to avoid interference with other work.

25. INDEMNITY

The Vendor shall indemnify and save harmless the Authority from all losses, damages, expenses, actions, causes of actions, suits, claims, demands and costs whatsoever which the Authority may suffer or incur, directly or indirectly, any breach by the Vendor or by any of its servants, agents, employees or Vendors of any of the terms, covenants or provisions of the Contract or of any failure, neglect or refusal by the Vendor to comply with as a result of the terms of the Contract.

Without restricting the generality of the foregoing, the Vendor's obligation to indemnify and hold harmless the Authority, shall extend to and include damages to a third party for bodily injury or property damage caused by or contributed to by the Vendor, or any of its servants, agents, employees or Vendors while engaged in work.

26. CONTRACT AMOUNT

The total Contract price shall not be exceeded under any circumstances without the PRIOR written approval of the Authority.

27. SAFETY AND FIRST AID

Without limiting the generality of paragraph 3 - Compliance with Laws, Regulations and Policies, the Vendor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and the Occupational Health and Safety Act.

28. AUTHORITY FACILITIES

The Vendor shall be responsible for any damage to the Authority's facilities or property which results from its operations. The Vendor shall repair any such damage without delay, at its own expense and to the complete satisfaction of the Authority. If the Vendor fails to repair Authority property without delay, then the Authority will arrange for the necessary repairs and deduct it from the monthly payment to the Vendor.

29. FORCE MAJEURE

If any of the facilities of the Authority, City of Windsor or County of Essex are not available to the Vendor or the Authority is delayed in the performance of any of its obligations by any act of God, acts, regulations or decrees of any government, natural phenomena, war, strikes, lockouts, freight embargoes, fire, plant breakdown, process upset or any other cause, whether similar or dissimilar, beyond its reasonable control, then:

- the Authority shall not have any liability to the Vendor;
- the Vendor shall not have any right to make any claim or bring any action against the Authority for any damage it may suffer as a consequence; and
- the time for performance of such obligations by the Authority shall be extended for a reasonable period of time but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the parties.

30. PAYMENT FOR SERVICE CONTRACT WORK PERFORMED

Payment for work under the service contract if awarded shall be based on the service contract awarded and proposed hourly maintenance cost and the number of hours registered on the electric engine meter to a maximum of 8,400 hours or seven years from the date of acceptance and delivery, whichever occurs first. The hours of usage for the current unit is approximately 1,200 hours per year.

The hourly maintenance cost shall be subject to yearly adjustments on each anniversary of the date of acceptance and delivery of the machine.

The hourly maintenance price shall be subject to an annual increase or decrease in accordance with the change in the Consumer Price Index (as published by Statistics Canada) for the preceding twelve months. The specific index to be used will be "Canada – All Items". The monthly index is available at <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01a-eng.htm>.

The following is an example only of the mathematical calculation.

The adjusted unit prices shall be calculated as follows assuming a July 1, 2018 contract start date:

July 1, 2019 Unit Price:	\$10
Average of the 12 monthly July 2018 – June 2019 Consumer Price Indices - Canada – All Items	126.0
Average of the 12 monthly July 2019 to June 2020 Consumer Price Indices – Canada – All Items	129.0
Change in index:	2.38%
July 1, 2020 Unit Price:	\$10.238

31. GUARANTEE OF EXTENDED WARRANTY

In the event that during the period of extended warranty, the supplier loses the agency for the equipment, or ceases its operation, the manufacturer must guarantee that it, or an alternate designated agency will maintain the balance of the extended warranty at the same hourly rate, and under the same terms and conditions contained herein. A letter from the manufacturer or service Vendor with a guarantee to this effect, must accompany the contract submission

32. SERVICE CONTRACT

OPTIONS 1, 2, 3

The Vendor shall note that they are required to provide a detailed description of all warranty or service items covered under options #1, 2 and 3 on the Service Contract Options Bid Sheet provided near the end of this document. In particular detailed information on the manufacturer's standard new machine warranty and extended drive train and engine warranty will be required. This information will be reviewed in detail during the bid evaluation process.

33. DELIVERY DATE

The Vendor shall note that they are required to provide a guaranteed equipment delivery time stated in days from the date the Authority places the order. Should the vendor not be able to fulfill delivery of equipment within those number of days, the Vendor at its sole expense shall supply the Authority with a loaner until receipt of new equipment regardless of the reasons. The Vendor shall provide an exact number of days, not a range of days.

34. GUARANTEED BUY BACK

The Vendor can choose to provide a "Guaranteed Buy Back" amount for consideration by the Authority at the end of the contract. The Authority reserves the right at its sole discretion to exercise or reject the guaranteed buy back option at the conclusion of the contract.

35. OPERATING HOURS – ESSEX-WINDSOR TRANSFER STATION & PUBLIC DROP OFF

North Service Road, Ontario		
Monday to Friday	8:30 am to 3:45 pm (December to March)	8:00 am to 4:45 pm (April to November)
Saturday	9:00 am to 12:45 pm (December to March)	8:00 am to 4:45 pm (April to November)

The EWSWA reserves the right to change the operating hours at the Windsor-Essex Transfer Station & Public Drop off as it chooses. All work carried out by the supplier under this contract must be carried out during normal operating hours unless otherwise approved by the EWSWA.

OPTION 1 (MANUFACTURERS STANDARD NEW MACHINE WARRANTY WITH PM SERVICE)

THE EQUIPMENT SUPPLIER/SERVICE REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Provide the manufacturer’s standard new machine warranty at no cost to the EWSWA. It is important to note that a detailed description of what is provided for under the manufacturer’s standard new machine warranty should be included on the bid sheets provided.
- B. Perform scheduled PM maintenance as required to maintain the machine in good operating condition as per manufacturer’s machine lubrication and maintenance guide and warranty.
- C. Service shall be scheduled whenever possible to be performed during regular working hours.
- D. Furnish all labour and parts needed including travel time, except labour and parts required to be performed by the customer under the customer’s obligation, during regular business hours unless by special arrangement with EWSWA.
- E. All costs and recovery of machine warranty for those components covered by the Agreement.
- F. Labour and related maintenance items required for the following scheduled maintenance intervals: 250, 500, 1000, 2000 hours and multiples thereof as per the manufacturer’s maintenance and service schedule.

- G. Supply scheduled oil sampling analyses, with labour to perform the sampling at all service intervals.
- H. Supply top-up fluids (materials only), except for fuel, maintenance grease and windshield washer fluid.
- I. The Vendor shall be responsible for the scheduling of service at a time when operations will be least affected.
- J. The Vendor shall keep the equipment in such a state of repair that continuous uninterrupted operation can be attained. If such is not attainable, then the equipment shall be considered to require repairs and shall therefore be shutdown. If repairs are not carried out in a timely fashion such that they create undue hardship for the Authority, the EWSWA reserves the right to and may at its own discretion after notifying the Vendor in writing contract out repairs and forward all costs associated with the repairs to the Vendor for payment. If the repair costs are not paid out in the time specified by the Authority, the Authority reserves the right to hold back payments equal to the repair costs.

THE EWSWA SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Daily and weekly inspections and maintenance up to the 250 hour level, supplying both materials and labour as specified in the Lubrication and Maintenance Manual. All fuels and grease must meet manufacturer's specifications.
- B. Labour and supplies associated with fuel and lubricants required for the following maintenance and lubrication levels: as required, 10, 50, 100 hours and multiples thereof.
- C. All repair costs resulting from negligence, motor vehicle accidents, abuse, vandalism and Acts of God. This includes excessive repair costs caused by the failure of EWSWA to inform manufacturer's service representatives promptly of machine malfunctions, or the continued use of the machine after faults have been detected and displayed on the instrument panel.
- D. Sales tax as applicable.
- E. Maintenance/repairs/replacement of or to cab glass or bottle type fire extinguishers; both material and labour.
- F. Maintenance / repairs / replacement of the cutting edges and tires.
- G. Sheet metal, ladders and steps that are damaged, or bent due to operator abuse or machine application.

- H. Labour and supplies to perform routine cleaning of machine.
- I. Unless alternative arrangements have been agreed to, any maintenance or repairs performed by manufacturer's service representative after regular business hours will be subject to an overtime premium chargeable to the Essex-Windsor Solid Waste Authority. All overtime work must have prior authorization by EWSWA.
- J. The Essex-Windsor Solid Waste Authority will schedule machine access for manufacturer's service representative to perform maintenance and repairs during regular business hours. The Vendor shall make every effort to perform maintenance during transfer station slow periods or days.
- K. Exercise reasonable care in the operation, maintenance and storage of the equipment.
- L. Operate the equipment only within its rated capacity, and solely in the conduct of EWSWA's business.
- M. Permit the equipment to be operated by trained personnel only.
- N. Ensure that the equipment operators perform a daily walk-around inspection of the machine at the start of every shift. Inspection tips and maintenance instructions provided by manufacturer's representative are to be incorporated into the walk-around inspection. All problems identified during this process, and requiring action, are to be reported in writing to the manager of the site or to his representative with all due haste. Appropriate action will then be taken by manufacturer's representative as outlined in the Agreement.
- O. EWSWA is required to inform the manufacturer's representative as soon as a machine malfunction is detected. A list of manufacturer's service representative contact people shall be provided to EWSWA for this purpose.
- P. Mechanical resumption of machine operation will be the decision of the manufacturer's service representative subject to equipment warranty purchased.
- Q. Safety considerations for resumption of machine operation are the responsibility of EWSWA.
- R. Upon notification of a malfunction and the manufacturer's service representative's decision to shut down a machine, any repairs required over and above those required at the time of notification and that are as a direct result of that action shall be charged to the EWSWA account.

OPTION 2 (MANUFACTURERS STANDARD NEW MACHINE WARRANTY WITH PM SERVICE AND EXTENDED DRIVE TRAIN AND ENGINE WARRANTY)

THE EQUIPMENT SUPPLIER/SERVICE REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Provide the manufacturer's standard new machine warranty at no cost to the EWSWA. It is important to note that a detailed description of what is provided for under the manufacturer's standard new machine warranty should be included on the bid sheets provided.
- B. Provide extended drive train and engine component warranty on all major items not including wear items. (Please provide detailed warranty information regarding all components on bid sheet)
- C. Perform scheduled PM maintenance as required to maintain the machine in good operating condition as per manufacturer's machine lubrication and maintenance guide and warranty.
- D. Service shall be scheduled whenever possible to be performed during regular working hours.
- E. Furnish all labour and parts needed including travel time, floating charges, except labour and parts required to be performed by the customer under the customer's obligation, during regular business hours unless by special arrangement with EWSWA.
- F. All costs and recovery of machine warranty for those components covered by the Agreement.
- G. Labour and related maintenance items required for the following scheduled maintenance intervals: 250, 500, 1000, 2000 hours and multiples thereof as per the manufacturer's maintenance and service schedule.
- H. Supply scheduled oil sampling analyses, with labour to perform the sampling at all service intervals.
- I. Supply top-up fluids (materials only), except for fuel, maintenance grease and windshield washer fluid.
- J. The Vendor shall be responsible for the scheduling of service at a time when operations will be least affected.

- K. The Vendor shall keep the equipment in such a state of repair that continuous uninterrupted operation can be attained. If such is not attainable, then the equipment shall be considered to require repairs and shall therefore be shutdown. If repairs are not carried out in a timely fashion such that they create undue hardship for the Authority, the EWSWA reserves the right to and may at its own discretion after notifying the Vendor in writing contract out repairs and forward all costs associated with the repairs to the Vendor for payment. If the repair costs are not paid out in the time specified by the Authority, the Authority reserves the right to hold back payments equal to the repair costs.

THE EWSWA SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Daily and weekly inspections and maintenance up to the 250 hour level, supplying both materials and labour as specified in the Lubrication and Maintenance Manual. All fuels and grease must meet manufacturer's specifications.
- B. Labour and supplies associated with fuel and lubricants required for the following maintenance and lubrication levels: as required, 10, 50, 100 hours and multiples thereof.
- C. All repair costs resulting from negligence, motor vehicle accidents, abuse, vandalism and Acts of God. This includes excessive repair costs caused by the failure of EWSWA to inform manufacturer's service representatives promptly of machine malfunctions, or the continued use of the machine after faults have been detected and displayed on the instrument panel.
- D. Sales tax as applicable.
- E. Maintenance/repairs/replacement of or to cab glass or bottle type fire extinguishers; both material and labour.
- F. Maintenance / repairs / replacement of the cutting edges and tires.
- G. Sheet metal, ladders and steps that are damaged, or bent due to operator abuse or machine application.
- H. Labour and supplies to perform routine cleaning of machine.
- I. Unless alternative arrangements have been agreed to, any maintenance or repairs performed by manufacturer's service representative after regular business hours will be subject to an overtime premium chargeable to the Essex-Windsor Solid Waste Authority. All overtime work must have prior authorization by EWSWA.
- J. The Essex-Windsor Solid Waste Authority will schedule machine access for manufacturer's service representative to perform maintenance and repairs during

regular business hours. The Vendor shall make every effort to perform maintenance during slow periods or days.

- K. Exercise reasonable care in the operation, maintenance and storage of the equipment.
- L. Operate the equipment only within its rated capacity, and solely in the conduct of EWSWA's business.
- M. Permit the equipment to be operated by trained personnel only.
- N. Ensure that the equipment operators perform a daily walk-around inspection of the machine at the start of every shift. Inspection tips and maintenance instructions provided by manufacturer's representative are to be incorporated into the walk-around inspection. All problems identified during this process, and requiring action, are to be reported in writing to the manager of the site or to his representative with all due haste. Appropriate action will then be taken by manufacturer's representative as outlined in the Agreement.
- O. EWSWA is required to inform the manufacturer's representative as soon as a machine malfunction is detected. A list of manufacturer's service representative contact people shall be provided to EWSWA for this purpose.
- P. Mechanical resumption of machine operation will be the decision of the manufacturer's service representative subject to equipment warranty purchased.
- Q. Safety considerations for resumption of machine operation are the responsibility of EWSWA.
- R. Upon notification of a malfunction and the manufacturer's service representative's decision to shut down a machine, any repairs required over and above those required at the time of notification and that are as a direct result of that action shall be charged to the EWSWA account.

OPTION 3 (FULL SERVICE MAINTENANCE AND REPAIR CONTRACT – BUMPER TO BUMPER)

THE EQUIPMENT SUPPLIER/SERVICE REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Perform manufacturer's standard new machine warranty work.
- B. Perform scheduled maintenance and emergency repair service as required to maintain the machine in good operating condition as per manufacturer's machine lubrication and maintenance guide.
- C. Major component repairs and/or replacement, as required, shall be scheduled whenever possible to be performed during regular working hours.
- D. Furnish all labour and parts needed including travel time, floating charges, except labour and parts required to be performed by the customer under the customer's obligation, during regular business hours unless by special arrangement with EWSWA.
- E. All costs and recovery of machine warranty for those components covered by the Agreement.
- F. Labour and related maintenance items required for the following scheduled maintenance intervals: 250, 500, 1000, 2000 hours and multiples thereof as per the manufacturer's maintenance and service schedule.
- G. Supply scheduled oil sampling analyses, with labour to perform the sampling at all service intervals.
- H. Supply top-up fluids (materials only), except for fuel, maintenance grease and windshield washer fluid.
- I. The Vendor shall be responsible for the scheduling of service at a time when operations will be least affected.
- J. The Vendor shall keep the equipment in such a state of repair that continuous uninterrupted operation can be attained. If such is not attainable, then the equipment shall be considered to require repairs and shall therefore be shutdown. If repairs are not carried out in a timely fashion such that they create undue hardship for the Authority, the EWSWA reserves the right to and may at its own discretion after notifying the Vendor in writing contract out repairs and forward all costs associated with the repairs to the Vendor for payment. If the repair costs are not paid out in the time specified by the Authority, the Authority reserves the right to

hold back payments equal to the repair costs.

THE EWSWA SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Daily and weekly inspections and maintenance up to the 250 hour level, supplying both materials and labour as specified in the Lubrication and Maintenance Manual. All fuels and grease must meet manufacturer's specifications. (Vendor to supply all other top up fluids)
- B. Labour and supplies associated with fuel and lubricants required for the following maintenance and lubrication levels: as required, 10, 50, 100 hours and multiples thereof.
- C. All repair costs resulting from negligence, motor vehicle accidents, abuse, vandalism and Acts of God. This includes excessive repair costs caused by the failure of EWSWA to inform manufacturer's service representatives promptly of machine malfunctions, or the continued use of the machine after faults have been detected and displayed on the instrument panel.
- D. Sales tax as applicable.
- E. Maintenance/repairs/replacement of or to cab glass or bottle type fire extinguishers; both material and labour.
- F. Maintenance / repairs / replacement of the cutting edges and tires.
- G. Sheet metal, ladders and steps that are damaged, or bent due to operator abuse or machine application and operation in the landfill or transfer station environment.
- H. Labour and supplies to perform routine cleaning of machine.
- I. Unless alternative arrangements have been agreed to, any maintenance or repairs performed by manufacturer's service representative after regular business hours will be subject to an overtime premium chargeable to the Essex-Windsor Solid Waste Authority. All overtime work must have prior authorization by EWSWA.
- J. The Essex-Windsor Solid Waste Authority will schedule machine access for manufacturer's service representative to perform maintenance and repairs during regular business hours. The Vendor shall make every effort to perform maintenance during slow periods or days.
- K. Exercise reasonable care in the operation, maintenance and storage of the equipment.

- L. Operate the equipment only within its rated capacity, and solely in the conduct of EWSWA's business.
- M. Permit the equipment to be operated by trained personnel only.
- N. Ensure that the equipment operators perform a daily walk-around inspection of the machine at the start of every shift. Inspection tips and maintenance instructions provided by manufacturer's representative are to be incorporated into the walk-around inspection. All problems identified during this process, and requiring action, are to be reported in writing to the manager of the site or to his representative with all due haste. Appropriate action will then be taken by manufacturer's representative as outlined in the Agreement.
- O. EWSWA is required to inform the manufacturer's representative as soon as a machine malfunction is detected. A list of manufacturer's service representative contact people shall be provided to EWSWA for this purpose.
- P. Mechanical resumption of machine operation will be the decision of the manufacturer's service representative subject to equipment warranty purchased.
- Q. Safety considerations for resumption of machine operation are the responsibility of EWSWA.
- R. Upon notification of a malfunction and the manufacturer's service representative's decision to shut down a machine, any repairs required over and above those required at the time of notification and that are as a direct result of that action shall be charged to the EWSWA account.

EQUIPMENT BID SHEET

FOR The supply and service of one (1) rubber tire two (2) wheel drive backhoe (minimum operating weight of 8,350 kg)

36. USED EQUIPMENT TRADE-IN ALLOWANCE

It is the intent of the Essex-Windsor Solid Waste Authority to market this piece of equipment to the highest bidder. The trade-in allowance amount will be used during the contract life cycle evaluation process.

The Vendor shall submit an “as is price” on the form provided which it would be willing to pay to the Authority for the equipment upon delivery of the new equipment. The Authority shall have the sole option of either accepting or not accepting that “price”.

For One (1) 2009 John Deere 310SJ Two (2) Wheel Drive Rubber Tire Backhoe

Specifications

The piece of equipment consists of One (1) 2009 Two (2) Wheel Drive Rubber Tire Backhoe (serial # T0310SJ174684). The hours of usage for the Backhoe as of January 2019 is estimated to be 11,000 hours. The Unit has been maintained and serviced as per manufacturers specifications with Nortrax Equipment in Windsor, Ontario.

All requests for detailed equipment service information should be directed to:

Aaron Simmons, Nortrax Equipment - (519) 737-6935

Equipment can be inspected prior to the Tender closing date at the Essex-Windsor Solid Waste Transfer Station during normal business hours. All inspections must be arranged in advance by contacting:

Tom Marentette, Waste Disposal Manager

Essex-Windsor Solid Waste Authority Telephone: (519) 776-6441 Ext. 1961

One (1) 2009 Two (2) Wheel Drive Rubber Tire Backhoe

**ONE (1) 2009 JOHN DEERE 310SJ - 2 WHEEL DRIVE BACKHOE (EXTENDABLE
DIPSTICK) (SERIAL # T0310SJ174684)**

Estimated working hours (Vendor to verify): 11,000 hours

Trade-in Allowance Bid Price (excl. HST): \$

REQUIRED SPECIFICATIONS FOR BACKHOE & PRICE QUOTE

Shall be new, unused, 2018 or 2019 model, rubber tire two (2) wheel drive backhoe available at time of vendor call.

Vendor shall indicate “YES” or “NO”.

Any part of this specification, where vendor indicates “NO” to the supply of a requested item - shall be accompanied with a note of explanation as to supplied alternative if any.

Vendor to indicate:

Guaranteed Delivery Days from the date of order (See Article. 33)

(write exact number of days, not a range of days)

Cost per unit to purchase

\$

Air Tax

\$

Dealer Prep. & Freight

\$

H.S.T

\$

Total Cost to EWSWA for 1 Unit

\$

USED EQUIPMENT TRADE-IN ALLOWANCE (EXCLUDES HST) \$ _____

Guaranteed buy back amounts:

- Enter amounts on “Service Contract Options Bid Sheet”
- Bidder is not required to provide “Buy Back” amounts if they do not wish to do so.

THE AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL PRICE QUOTES AND TO WAIVE FORMALITIES AS THE INTERESTS OF THE AUTHORITY MAY REQUIRE WITHOUT STATING REASONS THEREFORE AND THE LOWEST OR ANY PRICE QUOTE WILL NOT NECESSARILY BE ACCEPTED.

BACKHOE SPECIFICATION	Vendor Response Check the box	
	YES	NO
TYPE		
Shall be a rubber tired 2 wheel drive backhoe complete with a minimum 1.0 yd ³ multipurpose (clamshell) bucket and a minimum operating weight of 8,350 kg. Make _____ Model _____ Operating Weight _____		
TRANSMISSION		
Shall have a minimum of 5 forward and 3 reverse ranges with optional "lockout" of high range gears Supplied is; Forward _____ Reverse _____		
Shall be power shift unit and shall incorporate an electronic auto shift transmission and torque converter		
Shall be equipped with limited slip rear axle		

	Vendor Response	
	YES	NO
ENGINE		
Shall be diesel with minimum net rated horsepower of 100 hp Supplied is _____		
Shall be equipped with 1,000 watt block heater		
Dual Batteries (2) with 1,850 CCA		
Shall have a minimum of four (4) cylinders Supplied is _____		
Shall be US EPA Tier 3 or Shall be US EPA Final Tier 4 / EU Stage IV (or approved equal) Supplied is _____		
Shall be equipped with a ground level emergency shut off Supplied is _____		
Shall be equipped with adjustable automatic engine shut down Supplied is _____		
Shall be equipped with an engine hour meter		
BRAKES		
Shall have power assisted, hydraulic wet disc, mounted inboard, self-adjusting brakes on rear wheels		
Brakes shall be self-adjusting type equipped with dual pedal braking system		

	Vendor Response	
	Check the box	
	YES	NO
BRAKES (CONTINUED)		
Parking/emergency brake shall be an electric control switch with spring applied, hydraulically released wet multi-disc/independent of service brakes		
CAB		
Shall be equipped with an adjustable air suspension seat system		
Shall be equipped with cab assist handles to provide a three (3) point entry L.H. & R.H.		
Shall be equipped with ride control		
Shall incorporate cab rollover protection structure designed to accommodate final design weight of the equipment		
Shall be equipped with a wiper and washer with intermittent control on the front window and a wiper on the rear window		
Shall be equipped with back up alarm and cab mounted rotary safety beacon with no roof penetrations		
Shall be equipped with standard AM/FM Radio		
Shall have pressurized cab with air conditioner		
Shall have heater and defroster front and rear		
Shall have non-tinted safety glass		
Shall have the following cab instrumentation audible and visual warnings, and at a minimum;		
Engine coolant temperature gauge		

	Vendor Response	
	YES	NO
CAB (CONTINUED)		
Hydraulic oil temperature gauge		
Torque Converter oil temperature gauge		
Fuel level gauge		
Engine air restriction		
Low alternator voltage		
Engine oil pressure		
Hydraulic filter restriction		
Parking brake on/off		
Transmission fluid temperature		
Fuel guage		
Hour meter		
Shall have the following indicators at a minimum;		
Air cleaner service		
Hydraulic oil level sight gauge		
Transmission oil level dipstick		
Coolant level sight gauge		

	Vendor Response	
	Check the box	
	YES	NO
LIGHTING SYSTEM		
All lights shall be LED and have the following lights at a minimum;		
Brake lights & Turning signals (2 front and 2 rear)		
Working lights;		
4 on front		
4 on rear		
2 side docking		
Cab mounted rotary safety beacon with no roof penetrations		
BUCKET		
Shall be equipped with minimum 1.0 yd ³ multipurpose "clamshell" bucket Bucket provided _____		
Bucket shall be equipped with (3) replaceable cutting edges; Both sides of the movable portion of the clamshell & 1 on the fixed portion of the bucket/blade		
Bucket shall be equipped "J-Hooks" welded to the top of the bucket to provide connection for lifting forks. The bidder shall ensure that the hooks accept the existing forks in use		
Cemetery style bucket similar to existing backhoe unit		

	Vendor Response	
	YES	NO
BACKHOE		
Shall be equipped with Extendable Dipperstick		
Stabilizers shall be <u>vertical</u> (not standard arrangement)		
Backhoe bucket cylinder shall be Heavy Duty		
Control levers shall be 2 Lever, pilot control with pattern selection		
STEERING		
Shall be full hydraulic power steering		
EQUIPMENT		
Shall come with 1 – 10 lb. multi-purpose fire extinguisher mounted.		
Shall have two operator's service manuals		
Shall have one parts and service manual		
TIRES		
Rear tires shall be steel belted radial 19.5-24 GALAXY JUMBO HULK L4 Tires with puncture resistance jell fill or approved equal		
Front tires shall be Soft Ride Solo Flex 33X6X11 12X16.5 Solid, or approved equal		

	Vendor Response Check the box	
	YES	NO
SERVICE RESPONSE TIME		
Vendor shall maintain at least one (1) full time service truck complete with a factory trained service technician to complete all scheduled required maintenance and repairs and are capable of being on-site within 8 hours of being notified		
Vendor shall provide emergency service or major breakdown repair service response within 4 hours		

PARTS AND WARRANTY

Parts Available From:

NAME:

ADDRESS

PHONE #:

Warranty & Service Work Performed At:

NAME:

ADDRESS

PHONE #:

DELIVERY

Rubber Tire Two (2) Wheel Drive Backhoe (minimum operating weight of 8,350 KG) to be drop shipped, location to be Essex-Windsor Solid Waste Authority, Material Recovery Facility, 3560 North Service Road East, Windsor Ontario.

NOTE:

A suitable amount (as determined by the Authority) of the total invoice will be withheld if all requirements are not met or there are any shortages at the time of delivery.

SERVICE CONTRACT OPTIONS BID SHEET

OPTIONS	BID REQUIREMENT	0-3 YRS <3,600 HRS	0-5 YRS <6,000 HRS	0-7 YRS <8,400 HRS			WARRANTY COVERAGE DETAILS
# 1	As per Option 1 Service Contract	Hourly Rate (Excluding Tax)		Hourly Rate (Excluding Tax)		Hourly Rate (Excluding Tax)	
		Guaranteed Buy Back Option		Guaranteed Buy Back Option		Guaranteed Buy Back Option	
#2	As per Option 2 Service Contract	Hourly Rate (Excluding Tax)		Hourly Rate (Excluding Tax)		Hourly Rate (Excluding Tax)	
		Guaranteed Buy Back Option		Guaranteed Buy Back Option		Guaranteed Buy Back Option	
#3	As per Option 3 Service Contract	Hourly Rate (Excluding Tax)		Hourly Rate (Excluding Tax)		Hourly Rate (Excluding Tax)	
		Guaranteed Buy Back Option		Guaranteed Buy Back Option		Guaranteed Buy Back Option	

- A) THE EWSWA RESERVES THE RIGHT AT ITS SOLE DISCRETION TO ACCEPT OR DECLINE SERVICE CONTRACT BIDS.
- B) THE EWSWA RESERVES THE RIGHT AT ITS SOLE DISCRETION TO EXERCISE OR REJECT THE GUARANTEED BUY BACK OPTION AT THE CONCLUSION OF THE CONTRACT.

SIGNATURE PAGE

COMPANY INFORMATION

Company Name:

Address:

Street

P.O. Box

City

Province

Postal Code

Phone #

Fax #

Web Site:

COMPANY CONTACT PERSON/ SIGNING OFFICER INFORMATION

Name: _____

Title: _____

Address: _____

(Same as above) Street P.O. Box

City Province Postal Code

Phone #: _____

Fax #: _____

Mobile Phone #: _____

Email Address: _____

Signature of Signing Officer _____

Date: _____

THE AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL PRICE QUOTES AND TO WAIVE FORMALITIES AS THE INTERESTS OF THE AUTHORITY MAY REQUIRE WITHOUT STATING REASONS THEREFORE AND THE LOWEST OR ANY PRICE QUOTE WILL NOT NECESSARILY BE ACCEPTED.