



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

TENDER

FOR THE SUPPLY AND SERVICE OF ONE (1) FRONT END WHEEL LOADER WITH A FIVE (5) YEAR SERVICE CONTRACT (MINIMUM OPERATING WEIGHT OF 15,500 KG)

SERVICE CONTRACT TERM: Standard Warranty, plus hourly repair and maintenance rate for a 5 year or 10,000 hours, “Bumper to Bumper” service contract.

ISSUE DATE: December 27, 2019

CLOSING DATE FOR RECEIPT OF BIDS: Thursday January 23, 2020
1:00 PM – Local Time

VENDOR NAME: _____

TABLE OF CONTENTS

DOCUMENT TAKERS RESPONSIBILITY 4

QUESTIONS ON THIS TENDER DOCUMENT..... 4

INTRODUCTION..... 4

INFORMATION FOR BIDDERS 6

1. *CLOSING DATE..... 6*

2. *TERM OF SERVICE CONTRACT..... 7*

3. *GENERAL & TERM..... 7*

4. *TRAINING..... 7*

5. *PUBLIC OPENING 7*

6. *WITHDRAWAL OR QUALIFYING OF BIDS 7*

7. *INFORMAL OR UNBALANCED BIDS 8*

8. *BIDS 8*

9. *QUALIFICATION OF BIDDERS 8*

10. *BID PRICES 8*

11. *SOLE INTEREST 9*

12. *OMISSIONS, DISCREPANCIES AND INTERPRETATIONS 9*

13. *ACCEPTANCE OR REJECTION OF BIDS..... 9*

14. *BID DEPOSIT – **Not required** 9*

15. *BIDDER'S EXPERIENCE..... 9*

16. *WORKPLACE SAFETY AND INSURANCE..... 10*

17. *INSURANCE..... 10*

18. *TAXES..... 11*

19. *POWER OF THE AUTHORITY..... 12*

20. *REMOVAL OF EMPLOYEES..... 12*

21. *COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES 12*

22. *LABOUR AND EQUIPMENT 13*

23.	CO-OPERATION.....	13
24.	INDEMNITY.....	13
25.	CONTRACT AMOUNT.....	13
26.	SAFETY AND FIRST AID.....	13
27.	AUTHORITY FACILITIES.....	14
28.	FORCE MAJEURE.....	14
29.	PAYMENT FOR SEVICE CONTRACT WORK PERFORMED.....	14
30.	GUARANTEE OF EXTENDED WARRANTY.....	15
31.	SERVICE CONTRACT.....	15
	<i>Full Service Maintenance and Repair Contract – Bumper to Bumper.....</i>	<i>16</i>
32.	<i>Delivery date.....</i>	<i>18</i>
33.	<i>guaranteed buy back.....</i>	<i>18</i>
34.	<i>OPERATING HOURS – Kingsville Transfer sTation.....</i>	<i>18</i>
	EQUIPMENT BID SHEET.....	20
	EQUIPMENT BID SHEET.....	21
	SPECIFICATIONS.....	22
	SERVICE CONTRACT.....	33
	STATEMENT “A” – BIDDER’S EXPERIENCE.....	34
	COMPANY INFORMATION.....	35
	CONTACT PERSON/ SIGNATURE PAGE.....	36

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 **Front End Wheel Loader** specifications should be directed to the Waste Disposal Manager, Tom Marentette at (519)776-6441 ext. 1961 or by email at tommarentette@ewswa.org

INTRODUCTION

The Essex-Windsor Solid Waste Authority requires the supply and service of one (1) Front End Wheel Loader (minimum operating weight of 15,500 kg) with a five (5) year service contract to be used at the Essex-Windsor Solid Waste Transfer Station Facility in Kingsville, Ontario.

Under this contract, it will be the responsibility of the successful bidder to supply all required service, parts, labour and preventative maintenance as per the service contract specifications.

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 Facility in Kingsville. 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, 2019 or 2020 model. The vendor shall indicate "Yes" or "No" responses in area provided in the specification pages found later in the tender document. Any part of the specification where the vendor 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 Transfer Station Facility located at 2021 Albuna Townline (County Rd. 31) in the Town of Kingsville and include all freight, delivery charges and dealer preparation. The vendor 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) Front End Wheel Loader (minimum operating weight of 15,500 kg) with a five (5) year, or 10,000 hours repair and maintenance service contract whichever comes first.

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:

Thursday, January 23, 2020 AT 1:00 PM LOCAL TIME

NO EMAILED OR FAXED TENDER SUBMISSIONS WILL BE ACCEPTED

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

HAVE YOU INCLUDED?

- I. Your bid pricing figures
- II. Compliance with the article in the tender document related to “Guarantee of Extended Warranty” (Item 30.)
- III. The contact person/signature page

2. TERM OF SERVICE CONTRACT

The term of the Service Contract shall be five (5) years. Please refer to **Item. 3 General & Term** for estimated annual hourly usage.

3. GENERAL & TERM

This contract includes provisions for the supply and for the service agreement for one Front End Wheel Loader. The service contract shall include all required maintenance, repairs and preventative maintenance as per the service contract awarded.

The service contract shall be for five (5) years or 10,000 hours. It is anticipated that approximately 2,000 hours of usage will occur on this Loader per year. **The vendor shall provide all repairs, parts and maintenance services at the contracted “hourly rate” tendered until the completion of five (5) years or 10,000 hours whichever comes first. The service term will start on the “in service” date of this Front End Wheel Loader.**

4. TRAINING

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

5. 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.

6. 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.

7. 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.

8. BIDS

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

9. 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.

10. BID PRICES

The prices quoted in this tender document 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.

11. 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.

12. 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.

13. 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 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 60 days to accept the tender and a further 30 days to execute the contract.

14. BID DEPOSIT – NOT REQUIRED

A bid deposit **is not required** for this tender.

15. 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 it has successfully completed.

16. 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.

17. INSURANCE

Please note the following in regards to all insurances:

- The Vendor's liability will not be limited to the minimum insurance requirements outlined in the tender.
- The Vendor shall provide the Authority with a Certificate of Insurance from an acceptable licensed insurer prior to commencement of the contract and by December 31 of each year for the life of any and all maintenance contracts.

GENERAL LIABILITY INSURANCE

The Vendor will provide a Liability Policy written on a Commercial General Liability Form for limits of not less than \$5 million (\$5,000,000) 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 \$5 million (\$5,000,000) 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.

18. TAXES

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

19. 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, impairment, negligence or disregard of others.

20. 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, impaired, 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.

21. 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;

22. 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.

23. 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.

24. 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.

25. CONTRACT AMOUNT

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

26. SAFETY AND FIRST AID

Without limiting the generality of the article pertaining to 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.

27. 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.

28. 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.

29. PAYMENT FOR SERVICE CONTRACT WORK PERFORMED

The monthly 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 engine meter.

The hourly maintenance cost shall be subject to yearly adjustments on each anniversary of the date of the "in service date".

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 <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413>

The following is an example only of the mathematical calculation.

The adjusted unit prices shall be calculated as follows assuming a Jan 1, 2020 contract start date:

Jan 1, 2020 Unit Price:	\$10
Average of the 12 monthly Jan 2019 – Dec 2019 Consumer Price Indices - Canada – All Items	126.0
Average of the 12 monthly Jan 2020 to Dec 2020 Consumer Price Indices – Canada – All Items	129.0
Change in index:	2.38%
Jan 1, 2021 Unit Price:	\$10.238

30. GUARANTEE OF EXTENDED WARRANTY

In the event that during the period of extended warranty, the vendor 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 bid submission.**

31. 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.

FULL SERVICE MAINTENANCE AND REPAIR CONTRACT – BUMPER TO BUMPER

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

- A. The vendor shall be 100% responsible for the complete maintenance and repair of the complete Front End Wheel Loader and attachments excluding only those items listed under EWSWA's Responsibilities. The service contract shall be for five (5) years or 10,000 hours. It is anticipated that approximately 2,000 hours of usage will occur on this Front End Wheel Loader per year. **The vendor shall provide all repairs, parts and maintenance services at the contracted "hourly rate" tendered until the completion of five (5) years or 10,000 hours whichever comes first. The service term will start on the "in service" date of this Front End Wheel Loader.**
- B. Perform manufacturer's standard new machine warranty work.
- C. 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.
- D. Major component repairs and/or replacements, as required, shall be scheduled whenever possible to be performed outside of regular working hours or during slow work periods so as to minimize impacts on landfill operations. All downtime of the machine for any reason shall be coordinated with and at the sole discretion of EWSWA management.
- E. If repairs are required that will take the unit out of operation for more than 2 days, the vendor shall supply a suitable replacement Loader at EWSWA's discretion to maintain its operations.
- F. Furnish all labour and parts needed including travel time, floating charges, except parts and labour required to be supplied or performed by the customer under the customer's obligation.
- G. All costs and recovery of machine warranty for those components covered by the Agreement.
- H. 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.
- I. Supply scheduled oil sampling analyses, with labour to perform the sampling at all service intervals.

- 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. General routine daily and weekly inspections and routine maintenance.
- B. Supply of top-up fluids (engine oil, diesel emissions fluid (DEF), hydraulic oil and washer fluid) as required. If excessive oil consumption or leaks are observed, the vendor will be called for service.
- C. Diesel Fuel required.
- D. All repair costs resulting from negligence, motor vehicle accidents, abuse, vandalism and Acts of God.
- E. Sales tax as applicable.
- F. Maintenance/repairs/replacement of or to cab glass or bottle type fire extinguishers; both material and labour.
- G. Replacement of the cutting edges (Blade) and bolts, including Labour as required.
- H. Sheet metal, ladders, windows and steps that are damaged, or bent due to operator abuse or machine application and operation in the landfill operation environment.
- I. Labour and supplies to perform routine cleaning of machine as determined by EWSWA.
- J. The Essex-Windsor Solid Waste Authority will attempt to 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 or after hours to minimize impacts to transfer station operations.
- 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.

32. DELIVERY DATE

The Vendor shall note that they are required to provide a guaranteed equipment delivery date to the Authority. Should the vendor not be able to fulfill delivery of the equipment, regardless of the reasons, by the stated date, the Vendor at its sole expense shall supply the Authority with a loaner or rental machine until receipt of the new equipment.

33. GUARANTEED BUY BACK

A "Guaranteed Buy Back" amount for this equipment is not required.

34. OPERATING HOURS – KINGSVILLE TRANSFER STATION

2021 Albuna Townline (County Rd. 31) in the Town of Kingsville
--

Monday to Friday (April 1 – Oct 31)	8:00 am to 4:45 pm
Monday to Friday (Nov 1 – Mar 31)	8:30 am to 4:15 pm
Saturday (April 1 – Oct 31)	8:00 am to 1:45 pm
Saturday (Nov 1 – Mar 31)	9:00 am to 12:00 pm

The EWSWA reserves the right to change the operating hours at the Kingsville Transfer Station as it chooses.

EQUIPMENT BID SHEET

A. NEW FRONT END WHEEL LOADER

Shall be new, unused, 2019 or 2020 model, Front End Wheel Loader (minimum operating weight of 15,500 kg) available at time of vendor call.

Guaranteed Delivery Date (See item. 32)

Cost to purchase

\$

Air Tax

\$

Dealer Prep. & Freight

\$

H.S.T

\$

Total Cost to EWSWA for 1 Unit

\$

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.

SPECIFICATIONS

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 the supplied alternative if any. This shall serve as information in the tender evaluation process by the Authority.

FRONT END WHEEL LOADER SPECIFICATION	Vendor Response Check the box	
	YES	NO
<i>Type</i>		
Shall be a Front End Wheel Loader (minimum operating weight of 15,500 kg). The unit shall be designed specifically for waste and compost handling. Make _____ Model _____ Operating Weight _____		
<i>ENGINE AND DRIVETRAIN</i>		
Shall be four (4) stroke diesel with minimum net rated horsepower of 190 hp Supplied is _____		
Shall have a minimum of six (6) cylinders Supplied is _____		
Shall be US EPA Final Tier 4 / EU Stage IV (or approved equal) Supplied is _____		
Should be an automatic, hydrostatic drive, or electronic auto shift 5 speed transmission and torque converter. Supplied is: _____		
Shall have the largest volume fuel tank available to allow for approximately eight (8) consecutive hours of operation. Specify: _____ litres		

FRONT END WHEEL LOADER SPECIFICATION	Vendor Response Check the box	
	YES	NO
Shall be equipped with the highest wattage block heater recommended by the engine manufacturer. Block heater extension adapter shall be installed.		
Dual Batteries (2) with a minimum of 950 CCA each.		
Shall be equipped with a ground level emergency shut off.		
Shall have automatic cold weather start assist.		
Shall be equipped with a heating system to prevent the DEF fluid from freezing.		
Engine systems shall be equipped with oil sampling ports for maintenance access.		
Access to engine will be open from both sides with side opening, full access service doors		
Cyclonic style air intake pre-cleaner with a visual resettable restriction indicator shall be installed.		
A water separator fuel filter shall be installed.		
Hinged, heavy duty metal radiator guarding shall be installed with a radiator protective screen.		
Cooling system should have a hydraulically driven on demand fan with guarding. The fan shall be automatic reversing.		
Radiator assembly shall prevent accumulation of dust and debris.		
Shall be equipped with rubber articulation area guarding to minimize debris intrusion		
Shall be equipped with adjustable automatic engine shut down.		

FRONT END WHEEL LOADER SPECIFICATION	Vendor Response Check the box	
	YES	NO
Unit should have a 90 degree-swing-out fan for easy cleaning and maintenance.		
Cooling system should be isolated from the engine compartment		
The unit will have two-side access to all coolers		
An auto shut down system or a protection system shall be installed for low oil pressure, high engine temperature and high transmission temperature.		
Shall be equipped with an engine hour meter.		
Parking brake application shall neutralize the transmission and shall be sealed from water, mud and dust contamination.		
The service brake shall be sealed from water, mud, and dust contamination		
Shall be equipped with a Ride Control system for smooth operation in rough roading conditions. Ride Control system shall incorporate multiple accumulators for maximum performance at multiple load levels.		
Shall include electrical corrosion prevention package for all wiring and circuit boards.		
<i>UNDERCARRIAGE, DRIVELINE and TIRES</i>		
Waste handling option shall be installed and shall include;		
Drive Shaft Guarding		
Crankcase Guarding		
Axle Seal Guards		

FRONT END WHEEL LOADER SPECIFICATION	Vendor Response Check the box	
	YES	NO
Light Guards		
Full Front and Side Window Guards		
Hydraulic Cylinder Line Guarding		
Protective Hydraulic Hose Wrapping where exposed to debris and constant sunlight.		
The Loader frame shall be articulating and shall be four (4) wheel drive.		
Tires shall be steel belted radial 20.5 - R25 - L5 Rock Tires. Tires shall be filled with 'Lok-Air' gel tire sealant or approved equal. Tires shall not be foam filled.		

FRONT END WHEEL LOADER SPECIFICATION	Vendor Response Check the box	
	YES	NO
CAB		
The cab shall be R.O.P.S/F.O.P.S rated. The cab shall be a fully enclosed weatherproof, insulated structure conforming to S.A.E. (ISO 3471) (ISO 3449).		
Cab door(s) should have hold open device with vibration snubbers installed.		
<u>Non-tinted</u> safety glass shall be installed throughout. Ground personnel must have visual contact with the operator.		
The side window(s) should open for ventilation and shall be capable of being secured in the open position.		
The cab shall be a sound suppressed model with a sound absorbent rubberized floor mat and headliner.		
The sound level inside the cab should not exceed 64dba.		
The cab shall have a factory installed air conditioning (A/C) system, designed to use C.F.C. free refrigerant.		
The heater and AC system shall have multiple discharge vents and air circulation vents designed to efficiently distribute air throughout to cab.		
The heater and/or AC system shall high capacity designed to pressurize the cab to prevent the entry of dust and fumes.		
Shall be equipped with an adjustable air suspension seat system complete with heated and cooled seat.		
Intake air for the cab shall be filtered with easy access for servicing and replacing OEM filters. Shall have a powered pre-cleaner for cab environment with MEV16 and HEPA replacement filters.		

FRONT END WHEEL LOADER SPECIFICATION	Vendor Response Check the box	
	YES	NO
Should be equipped with cab assist handles to provide a three (3) point entry L.H. & R.H.		
Defroster system shall be capable of working effectively on all cab windows simultaneously (front, rear and sides).		
All entry platform shall have guardrail and/or handles.		
Shall be equipped with a wiper and washer with intermittent control on the front window and a wiper on the rear window.		
Interior rear view mirror(s) shall be installed.		
Shall be equipped with External Mirrors and should allow visibility to the ground to the side of the machine, by use of additional parabolic mirrors		
Shall be equipped with an O.E.M. rear vision camera system with in-cab colour monitor. The rear vision camera system shall be a vibration/water proof all-weather design. The rear vision camera system shall be automatically activated when vehicle is shifted into reverse. Note: The installation location(s) must be approved by the Manager of Waste Disposal.		
Shall be equipped with an adjustable audible backup alarm.		
Shall be equipped with a rear radar object detection system to provide both visual and audible warnings of items behind the machine.		
Front and rear windshield wipers and washers shall be installed. The front windshield wiper shall be intermittent. The rear windshield wiper should be intermittent.		

FRONT END WHEEL LOADER SPECIFICATION	Vendor Response Check the box	
	YES	NO
Shall be equipped with a cab mounted strobe safety beacon with no roof penetrations		
A factory installed AM and FM radio with Bluetooth shall be installed.		
A sun visor shall be installed for the front window.		
A factory installed machine security system shall be installed, complete with 6 sets of keys.		
A dedicated 12-volt circuit and a 5 volt USB outlet shall be installed in the cab to hard wire a EWSWA two (2) way communications radio. (Two-way radio to be supplied by others). Final circuit location shall be approved by the Waste Disposal Manager.		
Shall be equipped with a safety start system, master battery disconnect switch and accessible remote boost terminals.		
Shall have the following cab instrumentation audible and visual warnings, and at a minimum;		
Cab interior dome light shall be installed.		
Shall be equipped with a monitoring system capable of recording all faults, operating status and conditions. Access to tracking system and maintenance records shall be provided to the EWSWA at no cost. There shall be no monthly airtime costs.		
Shall have the following gauges at a minimum;		
Engine coolant temperature gauge		
Hydraulic oil temperature gauge		
Torque Converter oil temperature gauge		

FRONT END WHEEL LOADER SPECIFICATION	Vendor Response Check the box	
	YES	NO
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		
Rear counter weight system shall be installed to offset bucket capacity.		
Machine shall be equipped with a Groeneveld Twin Automatic lubrication System with frequency settings.		
LIGHTING SYSTEM		
All lights shall be LED and have the following lights at a minimum;		

FRONT END WHEEL LOADER SPECIFICATION	Vendor Response Check the box	
	YES	NO
Working lights (with protective cages);		
4 on front		
4 on rear		
2 side docking (each side)		
All wiring and hoses shall be protected from debris, the elements, chafing, and heat sources by ducts or looms and by using moisture and temperature resistance connectors.		

FRONT END WHEEL LOADER SPECIFICATION	Vendor Response Check the box	
	YES	NO
<i>Bucket</i>		
A 5.0 yrd ³ capacity refuse bucket equipped with trash rack shall be installed. For estimation purposes, the approximate density of garbage is 500 lbs/cu yrd. and compost is approximately 950 lbs/cu yrd. Specify Make & Yardage: _____		
Bucket shall be equipped with replaceable heel wear plates and cutting edges. Replacement Cutting Edge Part Numbers: _____		

FRONT END WHEEL LOADER SPECIFICATION	Vendor Response Check the box	
	YES	NO
<i>Service & Parts Manuals</i>		
Shall have two operator's service manuals		
Shall have one parts and service manual		
Shall be equipped with 2 – 20 lb. multi-purpose fire extinguishers mounted. (Location to be approved with Manager of Waste Disposal)		

PARTS AND WARRANTY

Parts Available From:

NAME: _____

ADDRESS _____

PHONE #: _____

Warranty & Service Work Performed At:

NAME: _____

ADDRESS _____

PHONE #: _____

DELIVERY

Front End Wheel Loader (minimum operating weight of 15,500 KG) to be drop shipped, to the Essex-Windsor Solid Waste Authority, solid waste transfer station located at 2021 Albuna Townline (County Rd. 31) in the Town of Kingsville.

NOTE:

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

SERVICE CONTRACT

FULL SERVICE MAINTENANCE AND REPAIR CONTRACT – BUMPER TO BUMPER

Estimated usage per year: 2,000 hours

Service contract period: 5 Years or 10,000 hours, whichever comes first.

COMPANY INFORMATION

Company Name:

Address:

Street

P.O. Box

City

Province

Postal Code

Phone #

Web Site:

CONTACT PERSON/ SIGNATURE PAGE

Name:

Title:

Address:

(Same as above) Street

P.O. Box

City

Province

Postal Code

Phone #:

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.