



# Essex-Windsor Solid Waste Authority

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## TENDER

FOR THE SUPPLY AND SERVICE OF ONE (1) LANDFILL COMPACTOR WITH FIVE (5) YEAR or 12,500 HOUR SERVICE CONTRACT OPTIONS (MINIMUM OPERATING WEIGHT OF 55,925 KG)

**SERVICE CONTRACT TERM:** Standard Manufacturers Warranty and Full-Service Repair and Maintenance Contract for 5 years or 12,500 hours.

**ISSUE DATE:** Wednesday, May 19, 2021

**CLOSING DATE:** Friday, June 25, 2021  
12:00 PM (Noon) – Local Time

**VENDOR NAME:** \_\_\_\_\_

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## DOCUMENT TAKERS RESPONSIBILITY

It is the responsibility and obligation of any and all document takers to advise the Essex-Windsor Solid Waste Authority (the "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  
Email: [tpolicella@ewswa.org](mailto:tpolicella@ewswa.org)

## QUESTIONS ON THIS TENDER DOCUMENT

Any questions regarding the **Landfill Compactor** specifications should be directed to the Waste Disposal Manager, Tom Marentette at (519)776-7941 ext. 1961 or by email at [tommarentette@ewswa.org](mailto:tommarentette@ewswa.org).

## INTRODUCTION

The Essex-Windsor Solid Waste Authority requires the supply and service of one (1) Landfill Compactor (minimum operating weight of 55,925 kg) with a five (5) year service contract to be used at the Essex-Windsor Regional Landfill in Essex, 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.

Due to the nature and potential variability of equipment supplier service contracts it is imperative that the Contractor provide detailed information as per their service contract levels. **If the Contractor's service contract does not conform to the enclosed Authority service contract specifications as per Article 32 of this Tender document, the Contractor shall provide written documentation noting the variation in their proposed service agreement on the form provided herein. (Equipment Bid Sheet, Item D. of this Tender document).**

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 Regional Landfill. 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, 2021 or 2022 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 Regional Landfill located at 7700 County Rd. 18 in the Town of Essex 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) Landfill Compactor (minimum operating weight of 55,925 kg) with a five (5) year, or 12,500-hour repair and maintenance service contract whichever comes first.

Bids must be e-mailed per the information below by:  
12:00 PM (Noon) Local Time on Friday, June 25, 2021:

Teresa Policella, Executive Secretary  
[tpolicella@ewswa.org](mailto:tpolicella@ewswa.org)

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 must include a full service, maintenance and repair contract (MARC). This service contract shall be for five (5) years or 12,500 hours whichever comes first. The vendor shall provide all repairs, parts and maintenance services at the contracted “hourly rate” tendered until the completion contract service term.

The service term will start on the “in service” date of this Landfill Compactor.

## **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**

Due to Covid-19, there will be no public tender opening.

## **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 must supersede and invalidate all Bids previously submitted by that Bidder for this contract.

A Bidder may withdraw their Bid at any time up to the official closing time by submitting a letter bearing their signature. No telephone calls, 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 Equipment Bid Sheet must be made in ink or be typewritten. Entries made in pencil will, 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 Authority 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 will govern and the amount and the Total Bid Price will 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.

## **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 must 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 must 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 must modify any of the requirements or provisions of the Bid documents.

Neither party to the contract must take advantage of any apparent error or omission in the Contract Documents, but the Authority must 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 must judge, must be done or furnished by the Vendor as if such work or materials had been included.

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

The Authority will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by a bidder prior or subsequent to or by reason of any delay in the acceptance of a bid 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 bids and to waive formalities as



the interests of the Authority may require without stating reasons therefore and the lowest or any bid will not necessarily be accepted.

The Authority will have 60 days to accept the bid 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 must complete Statement "A", which is bound herein, stating the Bidder's experience in similar work which he 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 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

30 Days Notice of Cancellation

## **ENVIRONMENTAL INSURANCE**

- The Contractor will provide and Environmental Impairment Liability Form. This coverage is for Third Party Bodily Injury. Property damage and clean up expenses arising from gradual or sudden pollution events, with limits of not less than two million dollar (\$2,000,000).
- The Environmental Impairment Policy has to be extended to cover on site clean-up expenses.

Under the Environmental Impairment Policy:

- The insured vs. insured exclusion will not apply to the Client/Additional
- This insurance is primary and is not contributable with respect to any other insurance that may be available to the Authority.

The environmental impairment policy shall include as additional named insured:

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

## **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.

## **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. LABOUR DISRUPTIONS**

In the event of a labour disruption, The Vendor will continue to fulfil their obligations as per Clause 29 of this tender.

## **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 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.

## **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:

- a. the Authority shall not have any liability to the Vendor;
- b. 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
- c. 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**

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, 2021 contract start date:

Jan 1, 2021 Unit Price:	\$10
Average of the 12 monthly Jan 2020 – Dec 2020 Consumer Price Indices - Canada – All Items	126.0
Average of the 12 monthly Jan 2021 to Dec 2021 Consumer Price Indices – Canada – All Items	129.0
Change in index:	2.38%
Jan 1, 2022 Unit Price:	\$10.238

### **31. 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.**

### **32. 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 Landfill Compactor and attachments excluding only those items listed under the Authorities Responsibilities. It is anticipated that approximately 2,500 hours of usage will occur on this Landfill Compactor 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 12,500 hours whichever comes first. The service term will start on the "in service" date of this Landfill Compactor.**
- 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 the Authority 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 Landfill Compactor at the Authority's discretion to maintain its operations. The supply of a suitable replacement Landfill Compactor by the vendor shall include all insurance coverage on the unit acceptable to the Authority. If the Vendor chooses to have the Authority provide insurance coverage for the replacement Landfill Compactor, then all cost for insurance will be invoice to the vendor upon return of the unit.



- 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 Authority 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 Essex-Windsor Solid Waste Authority 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 as 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 and fire suppression system; 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 the Authority.
- J. The 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 the Authority'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. The Authority 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 the Authority 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 the Authority.

### **33. ALLOWABLE DOWNTIME**

Downtime shall be defined as the number of hours during "normal site operating hours" (as defined herein) that a piece of equipment is not able to perform its complete function and the Contractor has been notified of same by email. Time required to carry out scheduled preventative maintenance (IE: 200 hour, 500 Hour, 1,000 hour service intervals) will not be classified as downtime. Unscheduled equipment failures, part replacements or delays in sourcing parts to carry out the necessary repairs will be classified as downtime and documented accordingly. The contractor shall be allowed a total of 100 hours of downtime per contract year.

If downtime exceeds the allowable limit, then the Authority shall deduct from monies owing the Contractor, at the rate shown above per downtime hour for the first contract year and the CPI adjusted rate for subsequent contract years for the number of downtime hours more than 100.

Normal site operating hours for the Essex-Windsor Regional Landfill are Monday through Friday 7:00 AM to 5:00 PM and Saturdays from 9:00 AM to 1:00 PM.

### **34. 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 complete with service contract, until the new equipment is received and operating. Compensation for the use of the temporary replacement equipment will be based solely on the awarded hourly service contract rate only. All other costs associated with the supply of the replacement equipment will be the responsibility of the successful Contractor. The Authority reserves

the right to reject any and all temporary replacement equipment that does not meet or exceed the Proposals specifications.

### **35. GUARANTEED BUY BACK**

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

### **36. SITE ACCESS**

The Contractor shall have access to the site through the main gate. The gate will normally be open only during the hours the site is open for disposal of wastes. The gate will normally be closed and locked at all other times. The Contractor will be permitted access to the site only during the hours noted herein unless approved otherwise.

### **37. OPERATING HOURS – REGIONAL LANDFILL**

7700 County Road 18, Essex, Ontario	
Monday to Friday	7:00 am to 5:00 pm
Saturday	9:00 am to 1:00 pm

The Authority reserves the right to change the operating hours at the Regional Landfill as it chooses.

## EQUIPMENT BID SHEET

### A. Landfill Compactor

Shall be new, unused, 2020 or 2021 model, Landfill Compactor (minimum operating weight of 55,925 kg) available at time of Vendor call.

Guaranteed Delivery Date (See item. 32)	
Cost to purchase, incl. air tax, freight, etc.	\$
H.S.T.	\$
Total Cost to the Authority for 1 Unit	\$

The Authority reserves the right at its sole discretion to reject any and all price quotes and/or service contracts 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.

### B. Service Contract Options

**OPTION 1:** 5 Year, 12,500 Hr. - Full service, maintenance and repair contract (MARC)

**Cost per Hour:** \$ \_\_\_\_\_

(Estimated usage per year: 2,500 hours)

THE AUTHORITY RESERVES THE RIGHT AT ITS SOLE DISCRETION TO ACCEPT OR DECLINE any or all SERVICE CONTRACT BIDS.

**C. Details of standard or basic warranty** (*Attach separate sheets as required*)

**D. Service Contract Variation (s)** – Please note in this section the differences, if any, between the service contract specifications as proposed by you from those specified in Article 32 of this Tender document.

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## EQUIPMENT BID SHEET

### E. 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 using auction sites or direct to equipment dealers.

The Vendor shall submit a “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” based on the marketplace. The Landfill Compactor will be sold in “as is condition” at the time the new Landfill Compactor is ready for service and actual working hours of service may exceed the estimation below.

**Note: The existing Landfill Compactor (trade-in) shall remain in service and will not be released until the new Landfill Compactor has been prepared, delivered and authorized for use in service.**

ONE (1) 2016 Caterpillar 836K – Landfill Compactor (Serial #MLN01991)

Estimated working hours (Vendor to verify) - 11,130 hours (as at 5/18/21)

Trade-in Allowance Bid Price (excluding tax): \$\_\_\_\_\_

## 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.

<b>LANDFILL COMPACTOR SPECIFICATION</b>	<b>Vendor Response Check the box</b>	
	<b>Yes</b>	<b>No</b>
Engine shall have a minimum of 496 net hp and 562 gross (SAE J1349) hp rated at 1900 rpm.		
Operating weight shall be a maximum of <b>124,000 lbs.</b> ( <b>836K max</b> = 123,319 lbs. (55 927 kg) <b>Minimum of 117,000 lbs</b>		
<b>ENGINE</b>		
Engine shall be US Tier IV Final certified.		
Engine shall be a liquid cooled six cylinder four stroke cycle diesel type, turbo charged, wet sleeve design, fully equipped with all operating accessories including run hour meter.		
Engine shall have a minimum 1104 in <sup>3</sup> ( <b>18.1</b> liter) displacement		
Engine shall be equipped with a direct injection fuel system.		
Engine lubricating oil shall be filtered and cooled.		
All heat exchangers and radiators shall be trash specific and incorporate a heavy-duty open core design and allow access for servicing and cleaning.		



<b>LANDFILL COMPACTOR SPECIFICATION</b>	<b>Vendor Response Check the box</b>	
	<b>Yes</b>	<b>No</b>
Engine shall be equipped with single stage pre-cleaner and ejector bowl that includes a fine mesh screen with large surface area to prevent debris ingestion.		
Engine shall be equipped with a 24 volt electrical system for both starting and operating with a minimum <b>150</b> -amp alternator.		
Machine shall be equipped with a hydraulic driven reversible fan with automatic timer and manual control.		
Engine shall be equipped with direct electric start.		
Engine shall be equipped with a cold weather starting aid.		
Machine shall have a 120v block heater.		
Radiator fan shall swing out to provide easy access without special tooling for inspection, servicing and cleaning.		
The fan and radiator shall be isolated away from the engine for a quieter running machine.		
Compactor shall be equipped with an electrical master shutoff switch and shall be located in an area for simple access and be guarded behind a latched door for protection.		
Machine shall be equipped with 4 heavy-duty 1000 CCA maintenance free batteries.		

<b>LANDFILL COMPACTOR SPECIFICATION</b>	<b>Vendor Response Check the box</b>	
	<b>Yes</b>	<b>No</b>
Machine shall be equipped with a dry type radial seal air cleaner with primary and secondary elements with service indicator locally mounted		
Machine shall be equipped with oil pumps sufficient for continuous use on 2:1 slopes, (50% or 26°).		
Machine shall be equipped with large capacity, trash specific coolers for engine, hydraulic and transmission oils.		
<b><i>POWERTRAIN/TRANSMISSION</i></b>		
Machine shall have a planetary powershift transmission with two speeds forward and reverse and capable of making speed and direction changes at full speed without manual engine deceleration		
Maximum direct drive speed range shall be no slower than 6.8 mph (10.9 kph) in forward or reverse.		
Throttle lock shall be available to allow the operator to pre-set engine speed for operator and machine efficiency.		
Controlled Throttle Shift shall work with the transmission Electronic Control Module to prolong transmission life through efficient, smooth shifting.		
Machine shall be equipped with an impeller clutch torque converter controlled by left foot pedal.		

<b>LANDFILL COMPACTOR SPECIFICATION</b>	<b>Vendor Response Check the box</b>	
	<b>Yes</b>	<b>No</b>
Machine shall have outboard final drives and front & rear No-SPIN differentials standard.		
<b>STEERING</b>		
Load sensing steering shall be available to direct power to the steering system only when the operator steers the machine.		
Steering system shall be a single lever Steering. The joystick shall allow the operator to control steering and direction as well as gear selection with the left hand.		
<b>BRAKES</b>		
Service brakes shall be completely enclosed with modulated engagement and designed for easy servicing on the front axle only.		
Machine shall have a multiple disc, dry driveline parking brake that is spring applied and hydraulic released.		
<b>HYDRAULIC SYSTEM</b>		
A single lever control shall hydraulically control all blade functions; Raise, lower, hold and float.		

<b>LANDFILL COMPACTOR SPECIFICATION</b>	<b>Vendor Response Check the box</b>	
	<b>Yes</b>	<b>No</b>
<p>Hydraulic Implement System shall be an electro-hydraulic, pilot operated. Implement pump shall be a variable displacement piston type with flow rate of 250 liters per minute at 24,000 kPa at a speed of 2006 rpm's at rated engine speed.</p> <p>Specify Provided: _____</p>		
<b>AXLES</b>		
Axle shafts shall be free floating and able to be removed independently from the wheels and planetary drives.		
Planetary units shall be able to be removed independently from the wheels and brakes.		
<b>WHEELS</b>		
Wheels shall be designed and supplied by original equipment manufacturer and are to be compatible with the standard machine manufacturer's axle guards and protection.		
All four (4) wheels shall be identical with a minimum of 4.59' (1400 mm) in width and have an outer diameter (including tips) of no less than 7' (2125 mm), with a maximum of 40 weld on long life tips per wheel.		
<p>Wheel tips shall be a combination of paddle and cross tips.</p> <p>Specify Provided: _____</p>		

<b>LANDFILL COMPACTOR SPECIFICATION</b>	<b>Vendor Response Check the box</b>	
	<b>Yes</b>	<b>No</b>
<p>In order to minimize downtime (max. 1 day), the bidder shall include a provision for the exchange of wheels &amp; tips at approximately 6 - 7000 hrs or a % of wear (as determined by the Authority) matching the original wheel specification. The bidder shall include a provision in their hourly maintenance agreement for all labour, equipment and materials to complete this work.</p> <p>Specify and include details of the tip &amp; wheel replacement/exchange program: <i>(Add sheets as required)</i></p> <hr/>		
<p>Each wheel shall have striker bars located in front of and behind the rear wheels and behind the front wheels providing protection from trash that can be thrown or carried by the wheels.</p>		
<p>Each wheel shall have hard facing applied to the inner and outer drum edges on the outside diameter.</p>		
<p>Each wheel shall have drum extension to match machine's axle guarding.</p>		
<p>Wheels shall have factory installed wear bars welded to the inside cone of each wheel.</p>		
<p>Wheel cleaner fingers shall be installed for working in cohesive materials or severe packing conditions.</p>		
<p>The manufacturer shall supply long life tips that provide excellent traction and resist plugging and shall be standard</p>		

<b>LANDFILL COMPACTOR SPECIFICATION</b>	<b>Vendor Response Check the box</b>	
	<b>Yes</b>	<b>No</b>
and self-cleaning chopper blades.		
In the event of individual wheel tip breakage or loss, the bidder shall provide all labour, materials and equipment to replace the tip and the manufacturer shall provide written warranty that provides for a pro-rated 10,000-hour tip wear life guarantee.		
<b>OPERATOR'S STATION</b>		
Cab shall be fully enclosed with rollover protective structure (ROPS) meeting the following criteria: SAE J1040 May '94, and ISO 3471: 1994.		
Cab shall also meet the falling object protective structure (FOPS) criteria: SAE J231 Jan '81: ISO 3449: 1992 LEVEL II.		
With cab properly maintained and doors and windows shut, cab shall meet operator sound exposure limits set according ANSI/SAE J1166 Oct '98.		
Cab shall be equipped with heater (Hot Water Type), factory built and installed air conditioning with roof mounted compressor, front and rear defroster, front and rear intermittent wet arm washer wipers and air ride suspension type seat with six (6) way adjustment with seat belt. Seat shall also have adjustable armrests.		
Cab shall have tinted, bonded or rubber mounted, flat laminated safety glass that is readily available and installable by a local automotive glass supply & installation company.		

<b>LANDFILL COMPACTOR SPECIFICATION</b>	<b>Vendor Response Check the box</b>	
	<b>Yes</b>	<b>No</b>
Front window shall be equipped with sun visor or panoramic mirror.		
The cab shall have rear view mirrors		
Front window guard shall also be provided		
Engine enclosure sound suppression package shall be available for even greater noise level reduction		
Gauges for fuel level, DEF level, engine coolant, hydraulic oil, transmission temperature, tachometer/speedometer shall be available as well as alerts for air inlet temperature, brake oil pressure, electrical system low voltage, engine oil pressure, engine overspeed, fuel pressure, hydraulic oil filter status, parking brake status and transmission filter status.		
A 12-volt, 15 amp converter/circuit shall be installed to power speakers, antenna, all wiring and brackets for communications or entertainment as well as phones and laptops.		
<p>Shall be equipped with an O.E.M. rear vision camera system with in-cab colour monitor.</p> <p>The rear vision camera system shall be a vibration/water proof all-weather design.</p> <p>The rear vision camera system shall be automatically activated when vehicle is shifted into reverse and have the capability to manually turn on and off the rear vision camera</p>		

<b>LANDFILL COMPACTOR SPECIFICATION</b>	<b>Vendor Response Check the box</b>	
	<b>Yes</b>	<b>No</b>
system.  Note: The installation location(s) must be approved by the Manager of Waste Disposal		
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.		
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 Authority at no cost. There shall be no monthly airtime costs.		
The operator’s station shall have left door that can be fully opened and latched for entry and exit as well as emergency exit on right side through the window.		
Machine shall have a fixed or swing-out rear access walkover stairway for easy inspection of rear axle components and access to engine compartment.		
Backup alarm, LED front and rear lights, emergency starting receptacle and maintenance-free batteries shall be included		



<b>BLADE</b>		
Semi-U Blade shall be no less than 17' 5" (5311 mm) wide with an overall height of at least 7' (2133 mm) including a trash screen specifically designed to allow maximum vision for the operator. The capacity of the blade shall be at least 29.3 cubic yards (22.4 cubic meters).		
Blade shall be equipped with reversible cutting edges and replaceable end bits.		
Blade shall be able to raise, lower and float.		
Automatic Blade Positioning shall be available to automatically lower the blade when the machine is shifted forward and raise when in reverse. The system shall allow the operator to pre-set the position of the blade from inside the cab and the system shall have an over ride which will allow the operator to control the blade.		
<b>SERVICEABILITY</b>		
Bottom of machine shall be easily accessed for engine and transmission service, inspection and cleaning and bottom guards shall be mechanically raised and lowered.		
Both sides of the engine compartment shall have swing out doors that provide easy access to maintenance points.		
All scheduled grease points shall be well within reach at ground level <b>in center/articulation area.</b>		

<b>MINIMUM SERVICE FULL CAPACITIES</b>		
Shall have the largest volume fuel tank available to allow for approximately eight (8) consecutive hours of operation.  Specify: _____ litres		
<b>GUARDING</b>		
A guarding system shall be provided that is designed, fabricated and installed by original equipment manufacturer to protect axle housings, final drives and seals from debris.		
Engine and powertrain guards shall shield components from debris as well as allow access for cleaning and maintenance		
Machine shall have steel engine enclosure with appropriate locking side and top access doors.		
Machine shall have guarding for the hydraulic tank, oil sight gauge and fuel tank to be located inside of front frame for easy access and protection.		
Machine shall have an easy access battery box located high up inside the platform.		
Machine shall have a windshield guard to prevent breakage of lower portion of front windows.		
Cab bottom guard shall be available to protect hoses and wires beneath the cab.		
Front frame guards shall prevent trash buildup inside the frame of the machine.		

<p>A rear fan and grill guard shall be available to provide extra protection for the rear fan and grill and shall have quick release.</p>		
<p>Machine shall have heavy-duty handles and steps.</p>		
<p>Machine shall have lower center hinge pin guard.</p>		
<p>LED Lights (4 front facing and 4 rear facing) shall be installed for night operations.</p>		
<p><b>WARRANTY</b></p>		
<p>Manufacturers standard warranty</p>		
<p>Two operator’s service manuals to be provided</p>		
<p>One parts and service manual to be provided</p>		
<p>The Authority shall be placed on the manufacturer’s mailing list to receive additional service bulletins.</p>		
<p><b>FIRE SUPPRESSION SYSTEM</b></p>		
<p><b>Automatic Fire Suppression System</b></p> <p>The compactor shall be equipped with a “Levitt Safety” Ansul LVS Wet Chemical pre-engineered fixed nozzle Automatic Fire Suppression System <i>or approved equal</i>.</p> <p>The fire suppression system shall be approved for the application and consist of a continuous or series of multiple fire detection sensors and fire nozzles such that all heat sources and combustible areas of the equipment are protected.</p>		

<p>Two (2) ground level manual actuators shall be installed. The system shall include the maximum number of fire nozzles and type recommended by the Vehicle manufacturer, the Fire Suppression System manufacturer and as identified in the “fire risk assessment”.</p> <p>The system shall be designed to activate automatically when a fire triggers the activation mechanism, or manually by the operator. The size and configuration of the system should be based on completing a “<b>fire risk assessment</b>” which evaluates how much agent shall be needed to combat a fire given a number of factors, including the engine size and configuration, volume of hydraulic fluids, the presence of other fuel sources and other sources of intense heat such as turbochargers.</p> <p>The type of agent used to suppress the fire shall be a pneumatically-activated wet chemical or a dual agent if required. The most important areas to be protected are the starter, the engine, transmission, alternator, turbochargers, exhaust manifolds and belly pan.</p> <p>The Suppression System shall be effective for class A, B, and C type fires.</p> <p>The system shall be designed to operate in extreme temperatures and rugged landfill environments and come equipped with an on board visual and audible monitoring system advising the operator as to system status.</p>		
<p>➤ FIRE SUPPRESSION SYSTEM SPECIFICATIONS</p>		
<p><b>Specify:</b></p> <p><b>Fire Suppression System:</b> _____</p> <p><b>LVS Capacity:</b> _____ <b>gallons</b></p> <p><b>Automatic Detection System:</b> _____</p> <p><b>Quantity of Sensors:</b> _____</p>		

**Quantity of Nozzles:** \_\_\_\_\_

## **PARTS AND WARRANTY**

Parts Available From:

NAME:	
ADDRESS	
PHONE #:	

Warranty & Service Work Performed At:

NAME:	
ADDRESS	
PHONE #:	

## **DELIVERY**

Landfill Compactor (minimum operating weight of 55,925 KG) to be drop shipped, to the Essex-Windsor Solid Waste Authority, Regional Landfill located at 7700 County Road 18, in the Town of Essex.

### **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.

## STATEMENT 'A' – BIDDER'S EXPERIENCE

<b>Customer</b>	<b>Dates</b>	<b>Equipment &amp; Service Contract Experience</b>

## COMPANY INFORMATION

PLEASE PRINT CLEARLY

<b>Company Name:</b>
<b>Street Address and P.O. Box:</b>
<b>City:</b>
<b>Province:</b>
<b>Postal Code:</b>
<b>Phone Number:</b>
<b>Website:</b>



## **CONTACT PERSON/SIGNATURE PAGE**

PLEASE PRINT CLEARLY

<b>Name of Company Representative:</b>
<b>Street Address and P.O. Box:</b>
<b>City:</b>
<b>Province:</b>
<b>Postal Code:</b>
<b>Phone Number:</b>
<b>Fax Number:</b>
<b>Website:</b>
<b>Email address:</b>
<b>Signature of Signing Officer:</b>
<b>Date:</b>

**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.**