



## **Essex-Windsor Solid Waste Authority**

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# **TENDER**

## **FOR THE SUPPLY AND SERVICE OF ONE (1) HYDRAULIC EXCAVATOR WITH A SEVEN YEAR SERVICE & MAINTENANCE CONTRACT**

**AND**

## **FOR THE SUPPLY AND SERVICE OF ONE (1) SIX WHEEL DRIVE ARTICULATED DUMP TRUCK WITH A SEVEN YEAR SERVICE & MAINTENANCE CONTRACT**

**SERVICE CONTRACT TERM:** Standard Manufacturers Warranty and Service & Maintenance Contract for 7 years or 12,000 hours (Excavator) and 8,000 hours (Articulated Dump Truck).

**ISSUE DATE:** Friday, July 23, 2021

**CLOSING DATE:** Thursday, September 2, 2021  
12:00 PM (Noon), Local Time

**CONTRACTOR NAME:** \_\_\_\_\_

**\*\*\*ELECTRONIC PROPOSAL SUBMISSIONS ONLY\*\*\***

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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 Assistant  
Phone: 519-776-6441 x 1229  
Email: [tpolicella@ewswa.org](mailto:tpolicella@ewswa.org)

## QUESTIONS ON THIS TENDER DOCUMENT

Any questions regarding the **Hydraulic Excavator and Articulated Dump Truck** 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) Hydraulic Excavator (minimum operating weight of 30,900 kg) and one (1) Six-Wheel Drive Articulated Dump Truck (28 tonne payload) to be used at the Essex-Windsor Regional Landfill in the County of Essex.

Also, under this contract if awarded, it will be the responsibility of the successful bidder to supply all required service and preventative maintenance as per the service contract term and specifications.

**If the Contractor's service contract does not conform to the enclosed Authority service contract specifications as per Article 33 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 Sheets, Items E & J 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.

All equipment provided must adhere to all relevant federal and provincial government regulations and Environmental Compliance Approvals (ECA's).

## **INFORMATION FOR BIDDERS**

### **1. CLOSING DATE**

Quotes clearly identified will be received for the supply and service of one (1) Hydraulic Excavator with an 12,000-hour service and maintenance contract whichever comes first and one (1) Six-Wheel Drive Articulated Dump Truck with a 7 year, or 8,000 service and maintenance contract whichever comes first.

Bids must be e-mailed per the information below by:  
12:00 PM (Noon) Local Time on Thursday, September 2, 2021:

Teresa Policella - Executive Assistant  
Email: [tpolicella@ewswa.org](mailto:tpolicella@ewswa.org)

Questions regarding this tender will be accepted until 3:00 pm, 2 days prior to the date of tender close. After this date, no further questions will be allowed in an effort to provide responses to all bidders.

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

### **HAVE YOU INCLUDED?**

- I. Equipment bid sheets
- II. Compliance with the article in the tender document related to "Guarantee of Extended Warranty" (Item 32.)
- III. Equipment Specification sheets
- IV. Parts and warranty sheet
- V. Bidder's Experience
- VI. Company information
- VII. The contact person/signature page

### **2. TERM OF SERVICE CONTRACT**

The term of the Service Contract shall be seven (7) years. Please refer to *Item. 3 General & Term* for estimated annual hourly usage.

### **3. GENERAL & TERM**

This contract must include a full service and maintenance provision. The service contracts shall be for seven (7) years or 12,000 hours for the Hydraulic Excavator and 8,000 hours for the Articulated Dump Truck whichever comes first. The vendor shall provide all service and maintenance services at the contracted "hourly rate" tendered until the completion contract service term.

The service terms will start on the respective "in service" dates of each the Hydraulic Excavator and the Six-Wheel Drive Articulated Dump Truck.

### **4. TRAINING**

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

## **5. PUBLIC OPENING**

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 or qualify their Bid at any time up to the official closing time by submitting an email request which includes a scanned PDF bearing their signature and seal as included in their Bid to the Authority. No telephone calls will be considered. Bids which are qualified may be rejected by the Authority without assigning any reasons.

## **7. INFORMAL OR UNBALANCED BIDS**

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 must govern and the amount and the Total Bid Price must 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 Contractor 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 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 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 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 Contractor must 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 Contractor.

### **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 dollars (\$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 must include all taxes where applicable.

## **19. POWER OF THE AUTHORITY**

The General Manager of the Authority, the Manager of Waste Disposal and the Manager of Waste Diversion 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 Contractor and must have the power to suspend any service provider or Contractor representative 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 Contractor to remove from its operations any employee who is incompetent, impaired, negligent, has flagrant disregard for others, or for just cause.

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

The Contractor must comply with all labour, police, health, OHS, 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 screening operations, now or subsequently enacted, must become a part of the Contract and be complied with in the performance of all parts of the work. The Contractor must 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 Contractor must be, or must 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 must be the Contractor's responsibility to comply with:

- Environmental Protection 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 Contractor must 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 Contractor must 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 Contractor must 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 Contractors may be present on-site. The Contractor must 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 Contractor must 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 Contractor or by any of its servants, agents, employees or Contractors of any of the terms, covenants or provisions of the Contract or of any failure, neglect or refusal by the Contractor to comply with as a result of the terms of the Contract.

Without restricting the generality of the foregoing, the Contractor's obligation to indemnify and hold harmless the Authority, must extend to and include damages to a third party for bodily injury or property damage caused by or

contributed to by the Contractor, or any of its servants, agents, employees or Contractors while engaged in work.

## **26. CONTRACT AMOUNT**

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

## **29. FORCE MAJEURE**

If any of the facilities of the Authority, City of Windsor or County of Essex are not available to the Contractor 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 Contractor;
- b. the Contractor 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 must be extended for a reasonable period of time but in no case must 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. DELAY IN SERVICE/WORK STOPPAGE**

In the event of breakdown of the Contractor's equipment or work stoppage, or for any reason a delay in service results, the Contractor must immediately notify the Manager or Supervisor of Waste Disposal. Should the Authority deem it necessary to seek other means to perform the work because of inefficiency or hold-up on the part of the Contractor, or the Contractor's employees, all additional expense incurred shall be recovered from the Contractor by deduction from the monthly payments.

The Contractor shall be required to maintain all services in the event of a labour dispute between the Contractor and Contractor's Personnel at no increased cost to the Authority.

The County of Essex, the City of Windsor or the Essex-Windsor Solid Waste Authority may also at some point during the Term of the Agreement be subject to a labour dispute with their employees. In the event of such an occurrence the Contractor will be made aware of the appropriate contingency plan well in advance and The Contractor shall be required to maintain all services in the event of such a labour dispute at no increased cost to the Authority.

### **31. 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

Jan 1, 2021 Unit Price:	\$10
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

### **32. 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.**

### **33. SERVICE CONTRACTS**

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.

#### **Seven (7) year Service & Maintenance Contract**

**The Equipment Vendor/Service Representative shall be responsible for the following:**

- A. The vendor shall supply labour and equipment to provide required service and maintenance of the Excavator and Articulated Dump Truck excluding only those items listed under the Authorities Responsibilities. It is anticipated that approximately 1,700 hours of usage will occur on the



hydraulic excavator and 1,150 hours of usage will occur on the six-wheel drive articulated dump truck per year. **The vendor shall provide all maintenance services at the contracted "hourly rate" tendered until the completion of seven (7) years or 12,000 hours whichever comes first for the hydraulic excavator and seven (7) years or 8,000 hours whichever comes first for the six-wheel drive articulated dump truck. The service term will start on the "in service" date of this Excavator and Articulated Dump Truck respectively.**

- B. Perform manufacturer's standard new machine warranty work.
- C. Perform all scheduled maintenance as required to maintain the machine in good operating condition as per manufacturer's machine lubrication and maintenance guide.
- D. Scheduled maintenance 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. 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.
- F. Supply scheduled oil sampling analyses, with labour to perform the sampling at all service intervals.
- G. The Vendor shall be responsible for the scheduling of service at a time when operations will be least affected.

**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. Exercise reasonable care in the operation, maintenance and storage of the equipment.
- K. Operate the equipment only within its rated capacity, and solely in the conduct of the Authority's business.
- L. Permit the equipment to be operated by trained personnel only.
- M. 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.
- N. 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.
- O. Mechanical resumption of machine operation will be the decision of the manufacturer's service representative subject to equipment warranty purchased.
- P. Safety considerations for resumption of machine operation are the responsibility of the Authority.
- Q. Tire repairs or replacements.

### **34. DELIVERY DATE**

This equipment purchase is part of the Authority's 2022 Budget. As such, the Vendor is required to provide a guaranteed equipment delivery date to the Authority in January 2022. Should the Vendor not be able to fulfill delivery of the equipment as stated in the tender, 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. AWARD OF TENDER**

The Vendor must note that the award of this Tender is subject to the approval by the Board of the Essex-Windsor Solid Waste Authority on Wednesday, September 15, 2021. The Award of Tender will not be issued prior to this meeting.

### **36. GUARANTEED BUY BACK**

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

### **37. 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.

### **38. 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. Hydraulic Excavator

Shall be new, unused, 2021 or 2022 model, Hydraulic Excavator (minimum operating weight of 30,900 kg) available at time of Vendor call.

Guaranteed Delivery Date (See item. 34)	
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:** 7 Year, 12,000 Hr. – Service & maintenance contract

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

(Estimated approximate usage per year: 1,700 hours)

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

### C. Optional Extended Power Train Warranty: 7 Year or up to 12,000 HRS

**Total Cost** \$ \_\_\_\_\_



## EQUIPMENT BID SHEET

### F. Articulated Dump Truck

Shall be new, unused, 2021 or 2022 model, Six-Wheel Drive Articulated Dump Truck (Capacity 28 tonne payload) available at time of Vendor call.

Guaranteed Delivery Date (See item. 34)	
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.

### G. Service Contract Options

**OPTION 1:** 7 Year, 8,000 Hr. – Service & maintenance contract

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

(Estimated approximate usage per year: 1,150 hours)

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

### H. Optional Extended Power Train Warranty: 7 Year or up to 8,000 HRS

**Total Cost** \$ \_\_\_\_\_





## EQUIPMENT BID SHEET

### K. 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 Caterpillar 326FL Excavator and Caterpillar 725C Articulated Dump Truck will be sold in "as is condition" at the time the new Excavator and Truck are ready for service and actual working hours of service may exceed the estimation below.

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

A. ONE (1) 2015 Caterpillar 326FL – Hydraulic Excavator (Serial # WGL00275)

Estimated working hours (Vendor to verify) - 10,200 hours (as at 7/15/21)

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

ONE (1) 2015 Caterpillar 725C – Articulated Dump Truck (Serial # TFB00199)

Estimated working hours (Vendor to verify) - 7,250 hours (as at 7/9/21)

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.

## SPECIFICATIONS FOR THE HYDRAULIC EXCAVATOR 2021/2022 MODEL – NEW

Make:	Model:
Year:	Date of Delivery:

REQUIRED SPECIFICATIONS	RESPONSE		VENDOR COMMENTS
	YES	NO	
<b>Operating Weight</b>			
Min. Operating weight – 30,700 kg			
<b>Engine:</b>			
Net fly wheel H.P. – 151 kw			
Diesel powered (turbocharged)			
Six (6) Cylinder			
Block heater of 1500-watt capacity			
Displacement 7.01 L			
Air cleaner, dry type with service indicator			
Shall be a US EPA Tier 4 Final			
Fuel water separator with fuel pre-filter			
Provision for sub-zero temp. starting			
<b>Electrical:</b>			
Voltage – 24 volt			
Alternator – 80-amp min			
Batteries – 2 x 12v, 1000 CCA maintenance free			
Battery disconnect switch			
<b>Hydraulic System:</b>			
Main pumps – (variable-displacement axial-piston)			
Max flow – 560 L/min			
High pressure in-line hydraulic filters			
Boom – Minimum Digging Depth Reach 7.26 M			
<b>Note: Hydraulic system must be protected from engine compartment with a firewall.</b>			
<b>Undercarriage:</b>			
Track length – minimum 4860 mm			
Track width – 800 mm (31”) min.			
Carrier rollers – 2 min. per side			

REQUIRED SPECIFICATIONS	RESPONSE		VENDOR COMMENTS
	YES	NO	
Track rollers – 9 min. per side			
Idlers – 1 min. per side			
Shoes – 50 min. per side			
Track guides – front and center			
Track adjustments – hydraulic			
<b>Buckets:</b>			
Type: Heavy Duty			
Size: 1500mm, 1.97 cu. m. Min., Heavy duty; complete with Long/chisel teeth & side cutters			
Size: 2.25 cu. yd. Min., Heavy duty; ditching bucket			
<b>Cab and Equipment:</b>			
All weather sound-suppressed cab with sliding & opening windows			
ROPS shall fully meet requirements of the Province of Ontario Occupational Health and Safety Act RRO 1990, Reg. 856, for rollover protective structures.			
Factory air conditioning			
All cab windows shall be shatter proof factory tinted glass			
Windshield wipers/washers			
High output heater system			
Circulation fan			
Sun visor – windshield			
AM/FM radio			
Pressurized Operator Station with Positive Filtration			
Machine Security System complete with 5 keys			
Shall be equipped with a factory installed rear camera system complete with guarding			
Horn			
Rear view inside and right and left outside mirrors			
Cloth seat, heated, suspension, fully adjustable c/w seat belt and adjustable arm rests, adjustable cushion tilt, fore/aft, height and seat back angle.			
24 - volt to 12 - volt D.C. radio converters			

REQUIRED SPECIFICATIONS	RESPONSE		VENDOR COMMENTS
	YES	NO	
Permanently mounted 2-way radio compatible with EWSWA communications system installed at successful bidder's expense (two-way radio to be supplied by others)			
<b>Monitoring System: (gauges, meters, indicator lights)</b>			
Fuel gauge			
Temperature gauge			
Hydraulic temperature gauge			
Oil pressure gauge			
Amp gauge			
Hour meter			
<b>Note: Cab designed to meet Ontario Ministry of Labour decibel rating requirements</b>			
<b>Controls:</b>			
Joysticks – adjustable pilot operated			
<b>Lights:</b>			
Boom (2) LED			
Cab (2) LED			
<b>Equipment:</b>			
(2) 20 lb. ABC multipurpose fire extinguisher – mounted at the Authority's discretion			
Reverse alarm (low frequency broadband) Adjustable			
Low oil pressure, high water temperature alarm (audio)			
<b>Paint:</b>			
Manufacturers standard			
<b>Training:</b>			
On site operator and service training provided at a suitable time determined by the Authority.			
<b>Warranty:</b>			
Manufacturer's standard warranty			
Two operator's service manuals to be provided			
One parts and service manual to be provided			

REQUIRED SPECIFICATIONS	RESPONSE		VENDOR COMMENTS
	YES	NO	
The Authority shall be placed on the manufacturer's mailing list to receive additional service bulletins.			
<b>Implement Coupler:</b>			
Pin Grabber Coupler (B-Linkage): 455-3909			
Common Quick Coupler Circuit for Cat Pin Grabber and CW Dedicated			
<b>Autogreaser:</b>			
Groenveld auto greasing system			

## SPECIFICATIONS FOR THE SIX WHEEL DRIVE ARTICULATED DUMP TRUCK 2021/2022 MODEL - NEW

Make:	Model:
Year:	Date of Delivery:

REQUIRED SPECIFICATIONS	RESPONSE		VENDOR COMMENTS
	YES	NO	
<b>Engine:</b>			
Net fly wheel H.P. - 274 kW min			
Diesel powered (turbocharged & After cooled)			
Wet/Dry sleeved			
Block heater – 1500-watt capacity			
Air cleaner, two-stage air cleaner with service indicator lamp on the instrument panel.			
Turbo II precleaner			
Fuel water separator			
Shall be US EPA Tier 4 Final emissions req.			
<b>Electrical:</b>			
Voltage – 24 volt			
Alternator – 115-amp min.			
Batteries – 4 x 12v, 90ah min.			
Cold weather package			
Battery disconnect switch			
24-volt to 12-volt converter			
<b>Body:</b>			
Hardened, tempered, high impact steel body			
Heaped SAE 2:1 Capacity – 18.8 cu. m. Min. (rated @28 tonnes payload)			
Body heating kit			
Scissor tailgate			
Mud flaps body mounted			
<b>Hydraulics (Power Up, Power Down)</b>			
Raise time – 12 seconds max.			
Lower time – 8 seconds max.			
Cylinders – two 10 single stage double-acting cylinders			
<b>Steering:</b>			
Cylinders – two double acting cylinders			
Steering angle (+ -) 45 degrees			

REQUIRED SPECIFICATIONS	RESPONSE		VENDOR COMMENTS
	YES	NO	
Turning clearance radius – 318 in			
<b>Brake System:</b>			
Dual hydraulic disk brake system with independent front & rear circuits			
Parking brake			
<b>Suspension:</b>			
Front axle:			
Rear axles:			
<b>Drivetrain:</b>			
<b>Transmission</b> – electronically controlled, automatic planetary (6 forward – 1 reverse min.)			
<b>Torque Converter</b> – single stage with free-wheeling stator and automatic lock-up in all ranges			
<b>Differentials</b> – 6-wheel drive:			
Differential locks for all axles			
<b>Tires:</b>			
Tubeless radial articulate hauler type, size 750/65R25			
<b>Cab &amp; Equipment:</b>			
ROPS/FOPS fully enclosed pressurized cab equipped with sliding and opening windows			
ROPS shall fully meet requirements of the Province of Ontario Occupational Health and Safety Act RRO 1990, Reg. 856, for rollover protective structures.			
All cab windows shall be shatter proof factory tinted glass			
Factory air conditioning – 134A refrigerant			
Front windshield wiper/washers (c/w intermittent control)			
Rear windshield wiper/washer			
High output fresh air heater and defroster system			
Circulation fans			
Sun visor – windshield			
AM/FM Radio – min. two speakers w/Bluetooth			
Machine Security System complete with 5 keys			



REQUIRED SPECIFICATIONS	RESPONSE		VENDOR COMMENTS
	YES	NO	
Horn			
Rear view mirror and right and left outside mirrors (heated)			
Operator's seat shall be air suspended, four-way adjustable, with flameproof upholstery, adjustable armrests and a retractable seat belt.			
Trainers seat (c/w seat belt)			
Cab trim standard with insulation package			
Cab shall be equipped with permanently mounted 2-way radio compatible with EWSWA communications system installed at the successful bidder's expense (two-way radio to be supplied by EWSWA)			
Interior light			
24 – 12 volt D.C. radio converters			
<b>Cab Monitoring System: (gauges, meters, indicator lights)</b>			
• Fuel gauge			
• Engine temperature gauge			
• Transmission temperature gauge			
• Oil pressure gauge			
• Air pressure gauge			
• Amp gauge			
• Hour meter			
<i>Note: Cab designed to meet Ontario Ministry of Labour decibel rating requirements. State DBA:</i>			
<b>Equipment:</b>			
(2) 20lb. ABC multipurpose fire extinguisher – mounted at the Authority's discretion			
Reverse Alarm (low frequency broadband) Adjustable			
Low oil pressure, high water temperature alarm (audio)			
Shall be equipped with a factory installed rear camera system complete with guard.			
Low hydraulic oil level alarm (audio)			
Autolube installation for automatic greasing of bearings			
<b>Lights:</b>			

REQUIRED SPECIFICATIONS	RESPONSE		VENDOR COMMENTS
	YES	NO	
Headlights, parking, rear, turn signals, back-up, brake, cab, instrument			
Work lights			
Heated rearview motorized mirrors			
<b>Paint:</b>			
Manufacturer's standard			
<b>Training:</b>			
On site operator and service training provided at a suitable time determined by the Authority			
<b>Warranty:</b>			
Manufacturer's standard warranty			
Two operator's service manuals to be provided			
One parts and service manual to be provided			
The Authority shall be placed on the manufacturer's mailing list to receive additional service bulletins.			
<b>Autogreaser:</b>			
Groenveld auto greasing system			

## PARTS AND WARRANTY

Parts Available From:

NAME:	
ADDRESS	
PHONE #:	

Warranty & Service Work Performed At:

NAME:	
ADDRESS	
PHONE #:	

## DELIVERY

Both, the Hydraulic Excavator and Six-wheel drive Articulated Dump Truck must 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>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.

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

Tom Scott  
Toromont Cat  
Email: [tscott@toromont.com](mailto:tscott@toromont.com)  
(519) 737-7386

All pieces of existing equipment in service can be inspected prior to the Request for Tender closing date of September 2, 2021 at the Essex-Windsor Regional Landfill during normal business hours. All inspections must be arranged in advance by contacting:

Tom Marentette, P. Eng., Waste Disposal Manager x1961 or  
Hassan Fakhri, Waste Disposal Supervisor x1962

Essex-Windsor Solid Waste Authority  
Telephone: (519) 776-7941