



The Corporation of the Township of Seguin
REQUEST FOR TENDER No. 2023-014
1 Tractor Loader – Diesel 45-50 hp

Tender Closing Date and Time:	Thursday, May 25, 2023, at 2pm local time.
Tender Opening Date and Time:	Thursday, May 25, 2023, at 2:05pm local time. Opening at the Township of Seguin Municipal Office: 5 Humphrey Drive Seguin, Ontario P2A 2W8
Contact Person:	Ken Griffiths Community Services Supervisor (705) 732-4300 ext 271

Please note: Lowest or any TENDER not necessarily accepted.

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SCOPE OF WORK

Provide 1 tractor complete with loader and factory cab, base specs shown below.

INFORMATION TO BIDDERS

1. Registration, Delivery and Opening

Bidder's name, address, telephone number and email shall be recorded on the "Request for Tender Obtained Register" and contract documents and plans (where applicable) will be issued thereafter. All Tenderers must obtain contract documents and be listed on the "Request for Tender Obtained Register".

Responses to this TENDER can be submitted electronically to: bids@seguin.ca or delivered in person to the Township of Seguin Municipal Office at the following address:

5 Humphrey Drive

Seguin, Ontario

P2A 2W8

Attention: Ken Griffiths, Community Services Supervisor

The envelope should be marked with the name of the company submitting the Proposal (the Proponent) and the TENDER Title, Number, Closing Date and Time.

TENDERS must be received at bids@seguin.ca or the Municipal office before the specified closing date and time of 2:00 p.m. on Thursday, May 25th, 2023. Proposals received after the closing date and time will not be considered.

On the closing day, commencing at 2:05PM, Local Time, the envelopes will be opened and the tenders will be read and recorded publicly at the above mentioned address. Tenders will then be checked and analyzed.

2. Disqualification of Tenders

Under no circumstances will tenders be considered which:

- a) Are received after 2pm local time on the advertised closing date for tenders.
- b) Are not accompanied by a bid deposit (if applicable) in the form of a certified cheque, original bid bond, money order or bank draft, in the amount specified.
- c) Are sent by fax.
- d) Are not accompanied by a properly executed Agreement to Bond (if applicable).
- e) Are submitted by tenderers not on the "Request for Tender Obtained Register".

3. Withdrawal or Qualifying

A bidder who has already submitted a tender may submit further tenders at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that tenderer for this contract. A tenderer may withdraw his/her tender at any time up to the official closing time by submitting a letter bearing his/her signature and seal, as in his/her tender to the Township of Seguin, 5 Humphrey Drive, Seguin, Ontario P2A 2W8. Such a submission must be received in sufficient time to be marked before 2pm local time on the date for closing of tenders. The tenderer shall show his/her name and the project and contract numbers on the envelope containing such letter. No faxes or telephone calls for the withdrawal or qualifying of tenders will be considered.

4. Informal or Unbalanced bids

All entries in the "Form of Quotation" shall be made in ink, by typewriter or by printer. Uninitialed entries or changes made in pencil shall be deemed invalid. Tenders which are incomplete, illegible, or obscure, or that contain additions not called for, erasures, alterations (unless properly and clearly made and initialed by the tenderer's signing officer), or irregularities of any kind, shall be rejected. The Township reserves the right to waive formalities at its discretion. Tenderers who have submitted tenders that have been rejected by the Township because of informalities will be notified of the reasons for the rejection within ten (10) days after the closing date for tenders.

Bids that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Township may be rejected. Wherever in a tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern, and the amount and the Total Tender Price shall be corrected accordingly, unless otherwise decided by the Township.

If a tenderer has omitted to enter a price for an item of work set out in the "Form of Tender", he/she, unless he/she has specifically stated otherwise in his/her tender, will be deemed to have allowed elsewhere in the "Form of Tender" for the cost of carrying out the said item of work and, unless otherwise agreed to by the Township, no increase shall be made in the total Tender Price on account of such omission.

5. Tender

Each tender shall include the "Information to Tenderers" and a completed "Form of Tender", together with any further forms or sheets which the tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with this tender.

6. Omissions, Discrepancies, and Interpretations

Should a tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she shall notify the Community services dept, preferably in writing and not later than four days before the closing date for tenders. If the Community services dept, considers that a correction, explanation, or interpretation is necessary or desirable, he/she will issue an Addendum to all who are listed on the "Request for Tender Obtained Register". No oral examination or interpretation shall modify any of the requirements or provisions of the tender documents.

The tenderer also declares that in tendering for the work and in entering into the contract he did not and does not rely upon information furnished by the Township or any of its servants or agents respecting the nature or confirmation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work, or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for, or in connection with the tender or the contract by the Township, except information specifically excluded from this sub-section.

7. Right to Accept or Reject Tenders

The Township shall not be responsible for any liabilities, costs, expenses, loss, or damages incurred, sustained or suffered by any tenderer prior or subsequent to or by reason of the acceptance or the non-

acceptance by the Township of any tender or by reason of any delay in the acceptance of a contract being prepared and executed. The Township reserves the right to reject any or all tenders and to waive formalities, as the interests of the Township may require, without stating the reasons and the lowest or any tender will not necessarily be accepted.

8. Agreement and Contract Execution

If the successful tenderer fails to provide the Township, within the ten-day period, the executed agreement, together with requirements as specified within, the Township may accept another tender, advertise for new tenders, negotiate a contract, or not accept any tender, as the Township may deem advisable.

9. Proof of Ability and Sub-Contractors

In order to aid the Township in determining the responsibility of each tenderer, the tenderer shall complete the following statement sheets which are attached herein:

Statement "A" stating the tenderer's experience in similar work which he/she has successfully completed.

Statement "B" giving a list of any sub-contractor who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible.

10. List of Sub-Contractors

The tenderer agrees to submit a list of any sub-contractors (Statement "B") who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The Township has the right to reject any of the sub-contractors so named. In this event, the tenderer shall arrange to have the proposed work done by such other sub-contractor as may be approved by the Township. Only one name shall be shown for each sub-trade.

The tenderer shall not be allowed to substitute the other sub-contractors in place of those named in the tender without written approval from the Community services dept. Should the tenderer cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the tenderer is present on the site at all times. The tenderer shall notify the Community services dept, in writing of the names and positions of the person, or persons so representing the tenderer.

11. Workplace Safety and Insurance Board (WSIB) and Provincial Retail Sales Tax Requirements

The contractor shall at the time of entering into this contract with the Township, make a statutory declaration or furnish a satisfactory clearance letter from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid. The selected tenderer shall submit such statutory declaration or clearance letter to the Township in duplicate together with the Agreement executed by the said tenderer. One copy of the statutory declaration or clearance letter shall be attached to each of the two executed sets of the contract. The proponent certifies that it has met all of its obligations to comply with Workplace Safety and Insurance Board and Provincial Retail Sales Tax requirements, so that it is able to do business in Ontario.

12. Occupational Health and Safety

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For the purposes of the Occupational Health and Safety Act, the successful tenderer is considered to be the "constructor" as defined in the Act. It is specifically drawn to the attention of the tenderer that the Occupational Health and Safety Act provides, in addition to other things:

- a) THAT the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- b) THAT every employer and every worker performing work on the project complies with this Act and regulations; and
- c) THAT the health and safety of workers on the project is protected.

13. Inquiries During Tendering

Tenderers are advised that inquiries regarding the tender documents shall be directed to Ken Griffiths - Community services dept.

14. Insurance

General liability insurance in the amount of at least \$2,000,000.00 coverage for any one claim must be carried by the contractor. In addition, the Township shall be named as an additional insured party. Both owned and non-owned vehicles employed under this contract will require a minimum of \$2,000,000.00 coverage in any one claim, showing the Township as one of the insured parties. The tenderer to whom this contract is awarded shall supply the Township with proof of insurance and a copy of the policy prior to the signing of the contract by Township officials and provide coverage throughout the term of the contract in the amounts specified.

15. Hold Harmless

The contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecution of the works, or any of his/her operations, caused by reason of the existence or location or condition of works, or of any materials, plant, or machinery used therein or which may happen by reason thereof or arising from any failure, neglect or omission on his/her part, or on the part of any of his/her employees to do or perform any or all of the several acts or things required to be done by him/her or them under this agreement and by these conditions and covenants and agrees to hold the Corporation of the Township of Seguin harmless, and indemnified for all such damages and claims for damage.

16. Additional Work

- a) All unforeseen and or additional work to be performed by the contractor must be approved by the Community services dept (or his designate), prior to commencement of the work.
- b) All additional work, of similar nature to this contract, shall be charged at the contract unit price.

17. Performance Bond (Not Applicable)

18) Method of Payment

Payment will be processed within 30 days of the satisfactory completion of the work.

19. Contract Term

The Contract will be for the specified job only.

- a) The Township may terminate the contract upon thirty (30) calendar days notice to the vendor at the end of the Township fiscal period in any year if the Township does not allocate the funds needed to make payments beyond that fiscal period or if operational change results in the service no longer being

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required. The Township's fiscal period is January 1 to December 31. Such termination will be without penalty, damages or liability except for any outstanding payments.

b) The Township reserves the right to adjust quantities or services in response to changes in need or additional requirements. The tender unit price will be firm for the initial term of one year at minimum subject to adjustments that may be negotiated as a result of any such changes.

FORM OF AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____ 2023

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF SEGUIN
Here in after called the "Township" of the FIRST PART

-and-

(Name of Contractor)

Here in after called the "Contractor" of the SECOND PART

WITNESSETH that the "Contractor" for and in consideration of the payment provided herein to be made to the "Contractor" by the "Township", shall supply all labor, materials and equipment required to perform the work as described in

Contract No. 2023-014 – Tractor/Loader

In accordance with accompanying "*Information to Tenderers*" and "*Form of Tender*", all of which form part of this agreement.

WITNESSETH that the "Township" agrees:

1. To pay the "Contractor" as set forth in the "*Information to Tenderers*" of this Contract.

IN WITNESS WHEREOF the "Contractor" and the "Township" have respectively affixed their corporate seals and the hands of their proper officers on the day and year first above written.

SIGNED, SEALED and DELIVERED in the Presence of:

"CONTRACTOR"

THE CORPORATION OF THE
TOWNSHIP OF SEGUIN

Contractor

Mayor

Witness

Clerk

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LIST ALL DEVIATIONS ON A SEPARATE SHEET OF PAPER AND SUPPLY PRODUCT SPECIFICATION INFORMATION AS REQUIRED

GENERAL:

TOWNSHIP'S REQUIREMENTS		CONFORM	
		YES	NO
	Current production model tractor or low hour demo. Manufacturer to supply minimum 12-month limited warranty on all components. All specifications must comply with SAE or ISO standards		

SAFETY AND SECURITY:

TOWNSHIP'S REQUIREMENTS		CONFORM	
		YES	NO
Unit to be equipped with the following:			
Cab	Roll overprotective structure (ROPS) Factory cab equipped with heat and A/C CB radio & Am/Fm radio		
Parking brakes	Unit to also be equipped with lever type park brake, which automatically disengages transmission when engaged. If available, electric switch parking brake preferred.		
	Retractable seat belt, meeting SAE J1040, SAE J386 and SAE 231 criteria		
Alarms	Reverse alarm		
Safety lighting	One roof mounted L.E.D strobe light on roadside (left side)		
Driver's seat	Air ride equipped with easy exit swivel		
Bucket	72" square back quick attach bucket		
Lighting	L.E.D head lights/Front and rear mounted L.E.D cab lights		
Block heater	Engine equipped with factory block heater		
Tires	Loaded - Turf / Industrial		

ENGINE:

TOWNSHIP'S REQUIREMENTS		CONFORM	
		YES	NO
	Turbocharged, water-cooled, 4-cycle, direct injection diesel engine		
	Equipped with cold start aid (ether start aid will not be accepted). Coolant protection to -50 degrees F.		
	Must conform to current U.S. EPA and California off-road regulations		
Displacement:	3- or 4-cylinder diesel (45-50 HP)		
Horsepower Output:	45-50 Horsepower		
Throttle Control:	To be hand and foot operable		
Cooling System:	Air to fluid coolers. Separately serviceable radiator, hydraulic cooler and transmission cooler		

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TRANSMISSION:

TOWNSHIP'S REQUIREMENTS		CONFORM	
		YES	NO
Type:	Hydrostatic or shuttle shift		
Guard	Driveshaft guard		

FRONT AXLE 4WD:

TOWNSHIP'S REQUIREMENTS		CONFORM	
		YES	NO
4WD Type:	Industrial duty		
Ground Clearance:	14 inches minimum		
Tread Width:	Front tires must ride inside specified loader width for unit		
Steering:	Hydraulic power steering		

REAR DIFFERENTIAL:

TOWNSHIP'S REQUIREMENTS		CONFORM	
		YES	NO
4WD Type:	Industrial duty		
Drive	Hydrostatic power or Shuttle shift		
Rear diff	Locker		
PTO	Plumbed with front mount PTO for future front mount snow blower		
Rear PTO	Variable speed Rear PTO		
Rear bolt on bracket for hoe	To fit Kubota BH 92 rear hoe attachment		

ELECTRICAL SYSTEM:

TOWNSHIP'S REQUIREMENTS		CONFORM	
		YES	NO
Type:	12-volt system with 60-amp (minimum) alternator, or largest option.		
Battery:	Minimum one battery rated at 950 cold cranking amps or largest battery package option. Maintenance free design		
Lighting:	L.E.D work lights front, stop lights, turn signals, four-way hazard flashers		
Instrumentation:	Gauges and readouts consisting of a tachometer, fuel gauge, engine coolant temperature gauge, digital hour meter and clock		

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LOADER:

TOWNSHIP'S REQUIREMENTS		CONFORM YES NO	
	Minimum 1700 lbs. lift capacity. Mechanical self-leveling to maintain level load on raise and lower cycles		
	Minimum lift height 80"		
Hitch Lift Capacity	Lift capacity at 24 in. behind lift point: 2760 lbs. (1250 kg)		

OPTIONAL ATTACHMENTS:

On a separate sheet, please list optional attachments, with separate pricing:

- Quick attach forks
- Scraper box

FORM OF TENDER

The tendering party has carefully examined the Provisions, Plans, Specifications and Conditions referred to in the Tender Documents hereto as part of the work to be done under this Contract. The Tendering party also understands and accepts the said Provisions, Specifications and Conditions and hereby states that the prices set forth in this tender include full compensation to furnish all equipment and apparatus except as otherwise specified and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions referred to in the said Tender Documents.

Notification of acceptance may be given and delivery of the "Form of Agreement" made by prepaid post, addressed to the Tendering party at the address contained in this Tender.

Equipment Description: 1- 45-50hp tractor/Loader equipped with factory cab with quick attached bucket.

Delivery Location: 15 Humphrey Dr, Township of Seguin

Delivery Date: _____

Price \$ _____

H.S.T. \$ _____

TOTAL TENDER PRICE: \$ _____

Offered on behalf of:

Company/Contractor: _____

Address: _____

Telephone: _____

Authorized Signature: _____

Seal: _____

Name: _____
(Please Print or Type)

Witness: _____

Date: _____

**FORM OF TENDER
STATEMENT "A"
Tenderer's Experience**

As an integral part of this tender, the tenderer shall list here his/her experience in work of a similar nature to that being tendered, which he/she, has successfully completed.

Township	Contact Person	Phone Number

**FORM OF TENDER
STATEMENT "B"
List of Subcontractors**

Although not required, please list any subcontractors you may use during this contract.

Subcontractor	Role

