



**Ottawa Valley Waste Recovery Centre
QUOTATION OVWRC 2017-04**

QUOTATION CLOSES: Tuesday October 10, 2017 at 1:30 P.M.

PURCHASE one loader

NAME OF FIRM OR INDIVIDUAL

ADDRESS

CONTACT NAME AND TELEPHONE NO.

Total Tender Amount with HST (From Page A-8)

\$ _____

CONTRACT REVIEW CHECKLIST
Ottawa Valley Waste Recovery Centre

Guidelines for Tenderers

This is NOT a Contract Document.

Tenderers are solely responsible for the regularity of their own bids. However, to assist Tenderers, the OVWRC advises all Tenderers to review their bids with the following questions in mind:

1. Has your firm's name and address been entered?
2. Has your firm's total Tender Price been entered in Section FT-3, 3.3?
 - is it in words?
 - is it in numbers?
 - do the words and the numbers agree?
3. Has the Tender been signed properly?
 - corporation – sign and seal
 - partnership – two partners sign and witness signs
 - sole proprietorship – owner signs and witness signs
4. Has EACH ITEM in the Schedule of Prices been completed?
5. Has the sub total been entered?
6. Has the total been entered?
7. Does the total in the Schedule of Prices agree with the total in Section FT-3, 3.3?
8. Have any strikeouts or changes been made to the Schedule of Prices?
If so, have they been initialled?
9. Have all the documents been completed in ink or in type?
10. Has your firm checked to see that it has received all Addenda?
11. Have all Addenda been submitted with the Tender documents?
12. Has your firm used the OVWRC's forms to bid?
13. Has your firm obtained and reviewed all Contract Documents?
14. Has your firm ensured that the bid is NOT QUALIFIED by any restrictive statements written in the documents by your firm?

15. Have any changes (overwriting, strikeouts, erasures, etc.) been initialled by the Tenderer?
16. Has the Tender Deposit been included if required?
17. Is the envelope sealed?

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SECTION A
TENDER

**SECTION A INDEX
TENDER**

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PART I TENDER CALL

Sealed Tenders are invited for the execution of the works described herein.

Contract Number: **OVWRC-2017-04**

Described as:

Tenders shall be addressed to:

**Ottawa Valley Waste Recovery Centre
900 Woito Station Road, RR# 4
Pembroke ON K8A 6W5
c/o Daniel Burke
Finance & Support Services Supervisor**

(Hereinafter the OVWRC)

Tenders shall be received **until October 10, 2017, at 1:30 PM** at the OVWRC, at the address given above.

Tenders received by this time, date and at the location specified above, shall be opened and read in public as soon as possible after that time. **Public reading of a Tender does not imply any decision by the OVWRC on whether a Tender is or is not irregular.**

PART II **TENDER CONDITIONS****TC-1** **Completion and Submission of Tenders**

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a Corporation, an authorized officer of the Corporation shall sign the Form of Tender and shall affix the Corporate Seal.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and the signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit their Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the OVWRC:
- a. the Tender and
 - b. all Addenda issued by the OVWRC, with respect to this Contract.
- 1.7 The Tenderer shall submit the Tender on the forms supplied by the OVWRC and in a sealed envelope that clearly identifies the contract number, description of the Tender and the Tenderers name. Each tender shall be in a separate envelope.

TC-2 **Tender Deposit**

- 2.1 A Tender Deposit is not required for this Contract.

TC-3 **Agreement to Bond**

- 3.1 An Agreement to Bond is not required for this Contract.

TC-4 **Addenda**

- 4.1 The Tenderer shall ensure that its name and address for receipt of Addenda are included on the OVWRC's list of firms to whom Addenda to this Contract, if any, are to be sent. Inclusion on the OVWRC's list does not absolve the Tenderer of its responsibilities set out in Section TC-9.1 of the Tender.

TC-5 **Irregular Tenders**

- 5.1 The OVWRC shall be the sole judge of whether or not a Tender is irregular.

TC-6 **Unbalanced Tenders**

- 6.1 The Tenderer shall not submit an unbalanced Tender.
- 6.2 The OVWRC shall have the right to:
- a. deem a Tender to be unbalanced and
 - b. reject a Tender, which it deems to be unbalanced.

TC-7 **Collusion**

- 7.1 The Tenderer shall not engage in collusion of any sort and in particular, shall:
- a. ensure that no person or other legal entity, other than the Tenderer, has any interest in the Tenderer's Tender, and
 - b. prepare their Tender without any knowledge of comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

TC-8 **Right to Accept or Reject Tenders**

- 8.1 Notwithstanding any other provision in this Contract, the OVWRC shall have the right to:
- a. accept any Tender;
 - b. reject any Tender, and
 - c. reject all Tenders.
- 8.2 The OVWRC reserves the right to reject a Tender of any Bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully execute and complete the work.
- 8.3 Without limiting the generality of Section TC-8.1 the OVWRC shall have the right to:
- a. accept an irregular Tender;
 - b. accept a Tender which is not the lowest Tender, and
 - c. reject a Tender even if it is the only Tender received by the OVWRC.
- 8.4 Acceptance of the Tender shall occur at the time the OVWRC awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

TC-9 **Contract Documents**

- 9.1 The Contractor shall obtain and review all Contract Documents listed in the Form of Tender and all addenda issued by the OVWRC, pertaining to this Contract.

TC-10 **Errors, Omissions and Discrepancies in the Contract Documents**

- 10.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, they shall immediately notify the OVWRC at the address specified in Part I of the Tender.
- 10.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

TC-11 **Irrevocability of Offer**

- 11.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of the Tenders by the OVWRC.

TC-12 **Successful Tenderer - Execution of Form of Agreement**

- 12.1 Execution of a Form of Agreement is not a requirement of this contract.
- 12.2 The OVWRC shall issue a Purchase Order to the successful Tenderer to indicate acceptance of the contract.

TC-13 **Successful Tenderer – Time for Completion**

- 13.1 The Contractor shall deliver the equipment under this contract to comply with the following requirements:
- a. delivery of the completed equipment shall occur:
- By November 30th, 2017. Delivery of equipment, including liability for equipment while in transit shall be the responsibility of the tenderer.

TC-14 **Successful Tenderer - Liquidated Damages**

- 14.1 A penalty of 0.5% of the contract price will be assessed for each calendar day that delivery of the completed unit is delayed beyond the time indicated in section TC-13.1.

TC-15 **Pricing**

- 15.1 Prices quoted shall be the net cost to the OVWRC and shall include all associated costs (i.e. labour, delivery, equipment, material, applicable licences and permits) and all other associated costs required to provide the equipment to the complete satisfaction of the OVWRC.
- 15.2 Prices quoted shall remain firm for the period of the Agreement.

TC-16 **Payment**

16.1 Payment will be made after delivery and satisfactory acceptance of the equipment or according to a schedule or financing arrangement mutually agreed upon.

TC-17 **Tax Status**

17.1 The price quoted shall be in Canadian funds and shall include all duty, custom clearances and all other charges now in force.

17.2 The Harmonized Sales Tax (HST) shall be extra to the unit price quoted.

TC-18 **Basis of Award**

18.1 It is the OVWRC's intent to award the tender on a best value for price basis; however, the OVWRC reserves the right to award on a line item basis, to the lowest responsive bidders, if deemed to be in the best interest of the OVWRC. Please see Section D for assistance in how the best value will be calculated.

18.2 The OVWRC reserves the right to disqualify any Tender that is incomplete or is otherwise not submitted in strict accordance with the terms and conditions set forth in this Contract. The OVWRC reserves the right to accept or reject any or all Tenders, should it be deemed to be in the best interest of the OVWRC. Should only one (1) Tender be received, the OVWRC reserves the right to reject it.

TC-19 **Tender Results**

19.1 Tender results as read at the public tender opening will be available for viewing at the OVWRC within two (2) working days of the tender opening. All results are subject to review, and confirmation and approval by the Ottawa Valley Waste Management Board.

PART III FORM OF TENDER**Tender by:**

Company Name: _____

Address: _____

City/Province/Postal Code: _____

Phone Number: _____

Fax Number: _____

Contractor's Signature_____
Business Partner's Signature
(only if required by TC-1)_____
Witness's Signature
(only if required by TC-1)

Corporate Seal (if applicable)

FT-1 Contract Documents

- 1.1 The Contract Documents for this Contract are:
- a. Tender
 - i. Part I.....Tender Call
 - ii. Part IITender Conditions
 - iii. Part III.....Form of Tender
 - b. Form of Agreement
 - c. Special Provisions - General
 - d. All Addenda Issued Pertaining to this Contract

FT-2 Tenderer's Declarations

- 2.1 The Tenderer declares that it has obtained and read the Contract Documents.
- 2.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.
- 2.3 Without limiting the generality of Section FT-2.2, the Tenderer declares that it has, at the time of Tendering, fulfilled all of those obligations under the Contract, which are required to be fulfilled by the time of Tendering.

2.4 The Tenderer declares that all information, which it has provided or will provide to the OVWRC is true.

FT-3 Tenderer's Offer

3.1 The Tenderer offers to provide the equipment in accordance with the Contract Documents.

3.2 The Tenderer offers to provide the equipment and to accept payment at the price specified in the Schedule of Prices in Section FT-4 of the Tender, in accordance with the Contract Documents.

3.3 The Tenderer's total Tender Price is (from FT-4.1):

\$ _____

(\$ _____).

FT-4 Schedule of Prices

4.1 **The OVWRC is requesting the following Equipment:**

One loader (per the specifications listed in Section D.1)	
HST on loader (13%)	
Total (include in section 3.3 and cover page)	

4.2 **Financing**

If financing is available please complete the table below with the applicable information. OVWRC reserves the right to include/exclude financing from the final terms of sale. (Availability of financing is not a requirement of a successful tender)

Financing term (in months)	
Financing interest rate	

4.3

Optional Equipment

Please provide quotes for the items listed in section D.2 separately on the table below. OVWRC reserves the right to include/exclude some or all of these items in the final terms of sale. (Availability of these items is not a requirement of a successful tender)

416 JRB compatible hydraulic quick attach coupler (net of HST) (per the specifications listed in Section D.1 a)	
General purpose 3.5 cubic yard bucket with bolt on cutting edge (net of HST) (per the specifications listed in Section D.2 b)	
High dump 4.5 cubic yard bucket with bolt on cutting edge (net of HST) (per the specifications listed in Section D.2 c)	

**SECTION B
FORM OF AGREEMENT**

NOT APPLICABLE TO THIS CONTRACT

SECTION C

SUPPLEMENTAL GENERAL CONDITIONS

NOT APPLICABLE TO THIS CONTRACT

SECTION D

SPECIAL PROVISIONS – GENERAL

D.1 Wheeled loader (please include full specifications of model with tender):

General

- Shall be a 2015 or newer model with less than 500 hours of use with an articulating frame.
- Z-bar loader linkage with all standard equipment as printed by the manufacturer.
- Modifications to meet specifications will not be permitted.
- Shall include a 1,000hour full warranty on all parts and labor
- The model must be a unit which is supported by a full service parts and service provider with a physical location within 300km of the OVWRC

Basic Specifications

- Operating weight of the base loader including standard equipment with pin on 3.5 yard bucket shall exceed 14,700kgs
- Bucket breakout force shall exceed 12,800kgf
- Tipping load full turn shall exceed 10,500kg
- Maximum height of the cab shall not exceed 3,390mm with 20.5R25 tires
- Wheel base shall exceed 3,050mm
- Height of the bucket hinge pin shall exceed 3,963mm

Operator compartment

- Roll over protection structure cab with heater and air conditioning
- AM/FM Radio
- Fabric seat, fully adjustable air suspension with high backrest and 3” seat belt
- Two external mirrors and one in the cab
- Front and rear windshield wiper/washer
- Four front and two rear halogen working lights, one LED rotating beacon

Engine

- Six cylinder inline configuration
- SAE net power shall exceed 170hp
- Dual stage air cleaner with pre cleaner
- 24 volt electrical with master disconnect, 12 volt accessory port in the cab
- Hydraulic driven fan that can be reversed for cleaning
- Cold weather package with block heater

Driveline

- Minimum four forward and three reverse ranges
- Single shift control button located on loader control lever
- Transmission clutch disconnect and disconnect isolator switch
- Front locking differential
- Tires shall be Michelin 20.5 R25 XHA2
- Full front and rear fenders
- Audible alarm when machine is in reverse travel mode

D.1 Continued**Hydraulic System**

- Hydraulic flow shall exceed 190LT/min
- Hydraulic controls shall be single joystick with F-N-R and 3rd function auxiliary hydraulic with flow control
- Auxiliary hydraulics located on the loader frame with flush face ½” hydraulic quick attach couplers (ISO-16028)
- Ride control
- Pilot operated controls with electromagnetic detents with return to dig, height control, return to travel, and float control options

Extra

- Drawbar hitch
- Articulating locking bar
- Lift arm locking bar
- Five extra keys
- One operators manual, one parts manual, and one service manual

D.2 Optional items to be quoted separately

- a) 416 JRB compatible hydraulic quick attach coupler
- b) General purpose 3.5 cubic yard bucket with bolt on cutting edge
- c) High dump 4.5 cubic yard bucket with bolt on cutting edge

D.3 In order to assist with the comparison of units of different ages, hours, and warranties the following guidelines will be used by the OVWRC to evaluate tenders:

- With 2015 being the oldest model year acceptable, each model year newer than 2015 will be considered to add \$5,000 of value. For example a tender received offering a 2015 model tendered for \$200,000 will be considered to be equal to a tender received offering a 2017 model for \$210,000.
- With 500 hours of use being the maximum acceptable, each 100hrs. of use less than 500hrs. will be considered to add \$3,750 of value. For example a model with 450hrs. tendered for \$200,000 will be considered equal to a tender received with 50hrs. for \$215,000.
- With a 1,000hour full warranty on all parts and labor being the minimum acceptable, each 1,000hrs or one year warranty above this will be considered to add \$5,000 of value. For example a model with a 1,000hrs. warranty tendered for \$200,000 will be considered equal to a tender received with a 3,000hrs. warranty for \$210,000.