TENDER SPECIFICATIONS

2023/2024 COMPOST RUBBER TIRE WHEEL LOADER WITH JOYSTICK STEERING (1)

Tenders will be received by email to Jessica Rushton at jrushton@colchester.ca until **3:00 pm (local time), Wednesday, January 31, 2024.**

Submissions must be received prior to the date and time indicated for Tender Closing. It is the responsibility of the tenderer to confirm receipt of their tender by the Municipality of Colchester.

The Municipality of Colchester reserves the right to reject all tenders or any tender; not necessarily accept the lowest tender; waive any irregularities, formalities, informalities, or technicalities; and to accept or reject any offer whatsoever as considered by the Municipality of Colchester to be in its best interest.

Issued Date – January 5, 2024

INSTRUCTIONS TO BIDDERS:

1. The attached Tender Form must be used for tabulation purposes. Specification sheets as provided herein form part of the tender and must not be removed. Please check the appropriate box under the "compliance" section and include additional details under the "deviation" section where applicable.

2. All bid submissions must be accompanied by the manufacturer's literature describing, in detail, the machine bid upon. The bidder must provide further details regarding machine size, equipment, accessories, and capabilities, as necessary to illustrate adherence to the tender. Where conflicting information exists between the manufacturer's literature and manufacturer-supplied machine specifications, and the specification sheets in the tender form, the specification sheets in the tender form will govern.

3. Bid submissions must include freight, duty, and any other charges, that are applicable at the time of tender award. All taxes levied on tires and disposal thereof must be included in the net unit price.

4. The Municipality of Colchester reserves the right to inspect any machine supplied as a result of this tender, either during or after manufacture and delivery to the dealership. Machine inspection will occur within 48 hours of machine delivery and before machine registration and transfer of ownership to the Municipality. Any failure to meet tender specifications or any machine defects discovered during this inspection shall be rectified by the supplier of the machine prior to payment.

5. The Municipality of Colchester reserves the right to reject all tenders or any tender; not necessarily accept the lowest tender; waive any irregularities, formalities, informalities, or technicalities; and to accept or reject any offer whatsoever as considered by the Municipality of Colchester to be in its best interest.

6. Tenders must be received by the Balefill Office of the Municipality of Colchester, via email to Jessica Rushton at jrushton@colchester.ca, **no later than 3:00 pm (local time), Wednesday, January 31, 2024.**

7. Paper copies of bid submissions are not required.

8. Tenders will be opened privately.

9. All Tenders submitted by Bidders are public documents and are subject to disclosure pursuant to the provisions of the Municipal Government Act.

GENERAL DETAILS:

1. The Municipality of Colchester invites Tenders for One (1) Rubber Tire Wheel Loader with Joystick Steering – 28,000 pounds minimum weight.

2. The Municipality of Colchester will consider bids for new or used machines, with the model year to be 2023 through 2024. USED MACHINES MUST HAVE NO MORE THAN 500 HOURS.

3. The Bidder must either be a Manufacturer, a factory branch, or a dealer engaged in the business of selling, dealing, and servicing the machine(s) tendered upon and must maintain a full stock of parts and service. A dealer with a full stock of parts and factory-certified machine technicians shall perform all Warranty services. **In-stock parts and service must be available within two (2) days of request**.

4. As only major components are specified in this Tender, it is the Supplier's responsibility to deliver the above machine with appropriate components, which will provide dependable and efficient service.

5. All pricing information shall be included on the attached tender form.

6. The Supplier is to state an approximate time of delivery of the machine in the number of Calendar Days from receipt of the Purchase Order. A purchase order will not be provided until April 1, 2024.

7. While evaluating the machine, due consideration shall be given to:
    a. Experience of manufacturer
    b. Experience and track record of manufacturer's agent
    c. Delivery schedule

8. In submitting a tender, the tenderer confirms that the proposed machine meets the specifications outlined herein.

9. The machine shall be serviced prior to delivery to the Municipality's Balefill Facility at 188 Mingo Road, Kemptown. The servicing shall include (where applicable) the following:
    a. Proper adjustment of braking, steering, and electrical system, engine tune-up and light alignment.
    b. Filling and charging of batteries, oil, and fluid reservoirs.
    c. Correct inflation of all tires.
    d. Complete lubrication of chassis, engine, accessories, and all running gear with high-quality lubricant of proper grade suitable for ambient temperature.
    e. All other servicing to ensure the complete roadworthiness of machines.

10. The tenderer shall make a written request for any deviations from these specifications. Such requests must be received at least three (3) working days before the tender closes.

11. The Bidder MUST submit the following additional information to assist in the evaluation of equipment offered, for both the machine and accessories:
    a. Latest and current Specifications.
    b. Advertising literature.
    c. Photographs of the unit proposed.
    d. Estimated fuel consumption charts or graphs.
    e. Maintenance and Repair Schedule.
    f. List of Tasks & Parts for Maintenance Schedule.
    g. Warranty descriptions.
    h. Any other relevant information that would be helpful in the evaluation process.

AMENDMENTS TO TENDER:

A person submitting a Tender may amend the Tender subsequent to the submission of the original tender and prior to the time of closing of the Tenders by emailing written amendments at least 30 minutes prior to tender opening. The Municipality of Colchester shall not accept responsibility for the receipt of Amendments by the prescribed date and time. It is recommended that the intention to submit an Amendment to the Tender be conveyed to the **Balefill Facility Office** prior to making submission. Amendments shall be emailed to Jessica Rushton at jrushton@colchester.ca

REJECTIONS:

1. A Tender submitted may be rejected and the Tender not considered if the Tender:
    a. is not properly signed by the tenderer.
    b. does not contain the bid price where indicated on the Tender Form;
    c. contains any form of qualification or, any unsolicited alternative to the Tender, except that an unsolicited alternative may be considered provided the tenderer submitting such alternative has submitted a valid Tender for the proposed Contract as called.
    d. contains a change in a bid price not initialed by the tenderer.

2. Subject to the aforementioned rejections, a Tender submitted may be accepted notwithstanding that it contains errors in mathematics, in which case the proper computation will be carried out and the resultant total used in determining the Tender value.

EVALUATION OF TENDERS:

1. Tenders submitted for consideration will be evaluated on the following criteria: Specification, price, delivery, vendor past performance/references, staffing and equipment requirements, after-sales service, features, warranties/guarantees, training options, and discount terms. These factors are used as applicable to determine that the

Vendor is a responsive and responsible Bidder, and that the submission is of the best value to the Municipality of Colchester.

2. Staff reserves the right to consult with any tenderer, prior to the award, without prejudice to any award or decision **NOT** to award.

3. Bid Evaluation:
   Unit offered may be subject to analysis by Municipality of Colchester's personnel for quality of construction, and performance evaluation, including, (at the Municipality of Colchester's option) an on-site demonstration of no less than two (2) working days to accurately and fairly evaluate units bid that Municipality of Colchester personnel may not be familiar with. Compliance with Specifications and Terms and Conditions will also be used to evaluate Tender submissions. The capability of Vendors to support the unit bid may also be taken into consideration while evaluating bids submitted.

4. Unrealistic Bids:
   The Municipality of Colchester reserves the right to reject any bid that is unbalanced, unrealistic, or not truly reflective of current market levels.

RIGHT TO ACCEPT, REJECT OR CANCEL ANY TENDER:

1. The Municipality of Colchester in its sole discretion, shall have the unfettered right to:
   a. accept any tender.
   b. reject any tender.
   c. reject all tenders.
   d. accept a tender that is not the lowest tender.
   e. reject a tender even if it is the only tender received by the Municipality of Colchester.
   f. accept all or any part of the tender.
   g. award all or a portion of the tender to any tenderer.

2. Awards shall be made on tenders that, in the Municipality of Colchester's sole discretion, give the greatest value based on quality, service, and price.

3. Without limiting the Municipality of Colchester's privilege to award the contract as otherwise specified, this tender may be withdrawn or canceled, wholly or partially before or after the Closing Date and Closing Time if:
   a. Financial or economic events occur that warrant cancellation of the tender.
   b. All price offers among eligible, qualified tenders exceed the Municipality of Colchester's budget.
   c. The Municipality of Colchester received fewer than three tenders.
   d. Such other circumstances occur which render the tender unnecessary or undesirable in the sole discretion of the Municipality of Colchester.

4. The Municipality of Colchester reserves the right at any time prior to the award of the Contract, to cancel this Tender and resubmit a proposed contract for tender.

5. The Municipality of Colchester reserves the right at any time prior to the award of the Contract to extend the time for the submission of Bids; to modify these instructions, the tender notice, the form of tender, the specifications, the description of the work; or to change the terms of reference or contract documents.

6. The Municipality of Colchester reserves the right to eliminate any tenders received from companies that currently owe the Municipality of Colchester any funds and/or have outstanding legal matters with the Municipality of Colchester.

AWARD OF TENDER:

1. The Municipality of Colchester shall notify the successful Tenderer by telephone and/or email that they are the successful Tenderer.
2. **The tender will not be awarded and a Purchase Order will not be issued until on, or after, April 1, 2024.**

3. The Municipality of Colchester reserves the right, in the event that the successful Bidder fails to comply with the Terms and Conditions as listed, to cancel this Contract and award it to another Supplier without penalty or action against the Municipality of Colchester.

PAYMENT TERMS:

1. The **date of acceptance will be on, or after, April 1, 2024**. Payment Terms will be considered as Net Thirty (30) Days from the date of acceptance of machine upon verification that the machine received meets the Specifications and is delivered in compliance with the Terms and Conditions, General Requirements, and Specifications of the Tender.

2. In addition to the H.S.T. Registration Number, Vendors are required to provide the amount of H.S.T. separately on all invoices.

DELIVERY:

1. The Supplier is required to state **a firm delivery time** in number of Calendar Days from receipt of Purchase Order. **Delivery may be considered in the award of this Tender**.

2. The Municipality of Colchester will conduct a thorough inspection of the machine upon delivery to ensure compliance with the Specifications as tendered. Delivery of the machine does not constitute acceptance of the machine. If the machine does not meet Specification and is not accepted, the Supplier must supply an equivalent machine free of charge for Municipality of Colchester use (if required) until such time as the machine is accepted or replaced.

3. Should the successful Tenderer fail to deliver the machine within the stipulated number of days, the successful Tenderer will be responsible for the cost of rental of an equivalent machine for each day beyond the stipulated delivery time.

4. The successful Bidder shall provide the following, upon delivery:
    a. Two (2) hard copies of Parts Manuals and USB
    b. Two (2) hard copies of Operation/ Maintenance Manuals and USB
    c. Two (2) hard copies of Shop Repair Manuals and USB
    d. One (1) Operator Training Video Film
    e. One (1) Oil sample kit, complete with sample bottles, tubing, and evacuation hand pump for scheduled oil sampling
    f. One (1) complete Filter Kit.

WARRANTY:

1. The tenderer shall submit a description of all standard warranties on various components that are available and included in the price at the time of purchase of the machine.

2. The successful Bidder shall provide a warranty against all defective parts and workmanship for a minimum period of one (1) year (unlimited hours), commencing from the Municipality of Colchester's in-service date. Bidder shall supply parts and labor, at no cost to the Municipality of Colchester, to effectively repair or replace any parts and workmanship that prove defective under the Warranty period.

3. The Municipality of Colchester shall be furnished with "no-charge" invoices for all work performed under warranty. Each invoice shall itemize the parts used and show labor charges.

4. Optional items shall have a Manufacturer's standard warranty.

5. The tenderer shall submit the cost and description of optional warranties that are available, for example, extended warranty. The cost of such warranties should be identified as a separate optional item on the Tender Form.

6. The Municipality of Colchester will assume responsibility for the cost of repair due to theft or vandalism. The Municipality of Colchester will not be held responsible if a fire is caused by a Manufacturer's defect.

7. The Municipality of Colchester will maintain equipment in accordance with Manufacturer recommendations.

8. The Municipality of Colchester will assume all costs at its own expense for lubricating oil, grease, fuel, antifreeze, cutting edges, cleaning, and other items normally consumed in "Top Up" operations.

TRAINING:

Successful vendor to provide at no additional charge to the Municipality of Colchester, no less than (8) hours of operator orientation and (4) hours of shop/mechanic orientation for the specific unit purchased (all pertinent staff to be orientated). This training shall take place at the Municipality of Colchester's Colchester Balefill facility at 188 Mingo Road in Kemptown and may be split over several days at the Municipality of Colchester's request. This training shall be provided after the delivery of the unit. Specifically, trained personnel who are qualified shall perform training, and be capable of instructing various personnel in all aspects of their assigned functions as they pertain to the machines covered under this proposal. Sales presentations are not acceptable. Training shall include a "hands-on" style where the trainer performs or observes Municipality of Colchester personnel while performing the tasks specified. Documentation of training for the employees shall be provided (i.e. Certificate of completion).

GUARANTEED AVAILABILITY OF USE:

1. Bidder shall guarantee that, in the event of necessary warranty repairs, equipment will not be out of service for more than **two (2) days (48 hours).**

2. Bidder guarantees that should the equipment be out of service for more than two **(2) days (48 hours)**, or if needed repairs are expected to consume more than two (2) days, the Municipality of Colchester may, at its sole discretion, rent or otherwise obtain another unit and bill such rental and delivery charges to the Bidder for all periods exceeding the two (2) day period.

3. Should the Bidder elect to provide a replacement piece of equipment to avoid penalties due to excessive "downtime" or poor availability, all costs associated with securing, delivering, and returning such equipment shall be at the Bidder's sole expense. Any relief unit must be F.O.B. Municipality of Colchester Balefill Facility and is subject to the Municipality of Colchester's approval as to its suitability as a replacement unit.

4. The Bidder shall have the capability of providing factory-trained field product support representatives to assist the Municipality of Colchester in making repairs.

5. The Bidder shall have the capability of providing parts exchange service and major component exchange service for the entire anticipated ownership period by the Municipality of Colchester, on the unit offered for bid.

FIELD SERVICES:

1. The Bidder shall have the capability of providing factory-trained field service personnel for emergency repairs within twenty-four (24) hours after notification that such services are required. Such personnel shall be capable of performing any repair (including parts) or component replacement with no assistance from Municipality of Colchester personnel.

2. The Bidder shall have the capability to provide transportation for the disabled unit to the repair facility if necessary.

SPECIFICATIONS:

1. The following Specifications describe the minimum requirements for one (1) Solid Rubber Tire Wheel Loader with Joystick Steering, diesel-powered. All equipment supplied under these Specifications shall be 2023 or 2024 models and shall incorporate any and all modifications and/or product updates supplied and/or recommended by the Machine Manufacturer.

2. The machine furnished to meet these Specifications including all equipment and accessories must comply with the requirements of one (1) Provincial Machine Code, as applicable, Tier IV Emission Control Requirements and Standards (Canadian Emissions and US EPA), as applicable. The Loader will be capable of using a plow as an attachment for snow-plowing operations.

3. Specifications shown are considered to be minimum. Bidders shall offer the equipment, or material, which comes closest to meeting these Specifications. Compliance with specifications as submitted by the Bidder will be verified prior to acceptance of the unit by the Municipality of Colchester. Failure to provide this information will render the Tender submission non-responsive. Bidders are required to indicate compliance with or deviations from the Specifications on the Tender Form.

DEVIATIONS AND EXCEPTIONS:

1. Minor deviations or differences due to manufacturing changes or processes may be acceptable, at the Municipality of Colchester's sole discretion. Any such differences must be relatively minor in scope and **may not** be related to machine performance or capability. All deviations from Specifications are to be detailed on the Tender Form under "deviations" or a separate sheet attached. If no variation or exception is listed, the Municipality of Colchester shall assume none exists. Slight deviations may be taken into consideration. Where equivalents are permitted the Municipality of Colchester's Manager of Balefill and Compost Operations shall be the sole judge as to the acceptability of any equivalents offered.

2. **Failure to detail any such deviations may result in the tender submission receiving no further consideration**.

3. The fact that a Manufacturer chooses not to produce equipment or material to meet these Specifications will not be considered sufficient cause to adjudge these Specifications as restrictive.

OPTIONAL TRADE-IN:

The tenderer shall also provide a trade in value for the existing 2010 John Deere 544K wheel loader with 27, 130 hrs at the time of posting. The value of the trade-in shall be identified separately in the tender. The loader will be traded in "as is" and can be viewed at least two days prior to tender closing. An appointment for viewing can be made with Jessica Rushton, Manager of Balefill and Compost Operations, by phone at (902) 897-8227.

The Municipality of Colchester reserves the right to trade in the 2010 John Deere 544K wheel loader for the quoted trade in value or retain the loader and pay the quoted price of the wheel loader without the trade in value.

TENDER FORM

Price shall be F.O.B. to the Colchester Balefill Facility. The undersigned bidder has carefully examined the form of tender and the specifications to furnish and deliver the machine listed below and described in the above specifications and will accept in full payment, the following price:

SPECIFICATIONS	COMPLIANCE		DEVIATION
GENERAL	YES	NO	NOTES
Minimum advertised operating weight with optional counterweight, standard lubricants, full fuel tank, ROPS cab, 2.0 or 2.5 cu. yd. bucket, 200 lb. operator and 20.5 R25 radial mine-rated tires shall be approximately 28,000 lbs and a breakout force of approximately 24,000 pounds.			
STEERING	YES	NO	NOTES
Machine MUST have "joystick" steering with the ability to switch to steering wheel at any time.			
Maximum working pressure shall be approximately 3,500 psi.			
High-impact rubber steering stops shall be standard.			
Secondary steering MUST be available.			
POWER TRAIN: ENGINE	YES	NO	NOTES
Machine shall have a 400 cubic inch min. displacement, 6-cylinder engine with a minimum net horsepower of 155 HP (SAE J1349).			
Engine must be Tier IV compliant.			
Tier IV compliance certificate shall be available upon request.			
Engine shall be direct Injection Turbocharged			
Machine shall use an air-to-air-aftercooler (ATAAC) with re cleaner air filter.			
Minimum rated net horsepower of 155 hp.			
POWER TRAIN: TRANSMISSION	YES	NO	NOTES
Machine shall have an auto-shift transmission.			
Machine shall have a forward/neutral/reverse switch standard on the implement control joystick.			
POWER TRAIN: AXLES	YES	NO	NOTES
Machine shall have 100 % differential lock on the front axle and standard rear.			
Rear axle trunnion shall have remote lubricating fitting.			

Planetary final drives shall be lubricated from the main oil sump.			
Machine shall have standard axle seal guards.			
ELECTRICAL	**YES**	**NO**	**NOTES**
Machine shall have a minimum standard 70-amp alternator.			
Thermal starting aid shall eliminate need for a cold start switch.			
Machine shall have a battery disconnect switch.			
120 V Engine Coolant heater			
6 Front working lights and 2 rear			
Flashing warning light			
Machine shall have a standard back up alarm.			
Machine shall have two (2) 750 CCA batteries mounted in bolt-on battery boxes.			
OPERATOR STATION	**YES**	**NO**	**NOTES**
Machine shall have two (2) ingress/egress doors which lock open.			
ROPS shall meet SAE J1040 May 94 and ISO 3471-1994.			
FOPS shall meet SAE J231 Jan 81 and ISO 3449-1992 Level 2.			
Cab shall have air conditioner and heater.			
Rear window shall have an electric defroster.			
Machine shall have front and rear windshield wipers.			
Machine shall have gauges for hydraulic, engine, and transmission temperatures as well as fuel level.			
Machine shall be equipped with a rear-view camera.			
Machine shall have a dual suspended brake pedals function as a brake and a transmission neutralizer.			
Steering console and gauge panel shall be adjustable.			
Hydraulic joystick control shall operate both lift and tilt functions.			
Seat shall be air suspension with lumbar support, vinyl covered with fully adjustable fore/aft position, seat back angle, bottom cushion height, armrest angle, suspension stiffness and seat belt.			
Cab shall have HEPA air filter with positive pressure in cab.			
Machine shall have retractable seat belt.			

Storage space in cab shall include lockable compartment, coat hook and molded compartments for lunchbox/cooler and cup.			
Machine shall have a standard toolbox.			
Cab shall have AM/FM radio, sun visor for windshield, external heated mirror package, and auxiliary lighting packages.			
Plastic roading fenders & roading lights shall be standard.			
TOOL CARRIER LOADER LINKAGE	YES	NO	NOTES
Loader shall have a tool carrier parallel lift loader linkage.			
Electronic "Quick Coupler" shall be available for a tool carrier.			
Machine MUST have 3rd valve for auxiliary hydraulics.			
BUCKETS	YES	NO	NOTES
Bucket sizes shall be approximately 2.0 or 2.5 yd^3. bucket and shall be adaptable to L70 Volvo Loader.			
Buckets shall have a bolt on, reversible cutting edge.			
HYDRAULIC	YES	NO	NOTES
Low effort joystick control shall offer simultaneous lift and tilt functions.			
Machine shall have two section implement control valve for lift and tilt functions and one additional valve optional.			
Machine shall have ground level valve access.			
Steering and implement pumps shall be separate.			
Machine shall have a hydraulically driven demand fan.			
Machine shall have an electronic pilot shut-off switch in cab that disables implement functions for added safety.			
Heavy duty oil cooler.			
Machine requires continuous hydraulics for use of a sweeper - “Sweepster” brand (model #S32P8, serial # 9521045) and does not have a power angle requirement.			
SERVICEABILITY	YES	NO	NOTES
Machine shall have easy access to engine and cooling compartments.			

All service points shall be accessible from the ground level.			
Machine shall have sight gauges for radiator coolant and transmission and hydraulic oil levels.			
Pressurized oil sampling ports shall allow easy access to test engine, transmission, and hydraulic oil.			
Machine error codes shall be accessible from the gauge panel.			
OTHER REQUIREMENTS	YES	NO	NOTES
20.5 X 25 cut-resistant L3 mine-rated tires with tires sealant.			
50 degree C extended life coolant			
Other hydraulic quick attachments shall be supplied and must interface with existing L70 Volvo attachments.			
A 5lb. Fire Extinguisher is to be mounted in an accessible location			
A 1st aid kit is to be mounted in an accessible location			

DESCRIPTION	RUBBER TIRE WHEEL LOADER
MACHINE YEAR, MAKE & MODEL	
LIST PRICE (EXCLUDING HST)	
NET PRICE (EXCLUDING HST)	
LESS TRADE-IN VALUE (EXCLUDING HST)	
SUBTOTAL	
HST	
TOTAL DELIVERY PRICE (INCLUDING HST)	
ADDITIONAL DETAILS	
MACHINE HOURS	
DELIVERY TIME IN DAYS (AFTER NOTIFICATION OF ORDER)	
OPTIONAL WARRANTY DETAILS	
FIVE (5) YEAR EXTENDED WARRANTY OPTION COST	

SUBMITTED BY:

Company Name: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Contact Person: _____

Email Address: _____