

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2018-07

**By-law to enter into a contract with Work Equipment Ltd. for the
Multi-Use Tractor and Attachments**

WHEREAS under Section 9 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS under Section 8(1) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into a contract with Work Equipment Limited for the Multi-Use Tractor and Attachments.

NOW THEREFORE the Council of The Corporation of the Town of Amherstburg enacts as follows:

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the contract as attached hereto as Schedule "A" to this By-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 22nd day of January, 2018.



MAYOR – ALDO DICARLO



MUNICIPAL CLERK – PAULA PARKER

AGREEMENT

THIS AGREEMENT made in quadruplicate this 22nd day of January 2018.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG
(hereinafter called the Corporation) of the first part.

AND

WORK EQUIPMENT LIMITED.
(hereinafter called the Contractor) of the second part.

WHEREAS the Corporation is desirous that certain works should be designed for the implementation of:

MULTI-USE TRACTOR AND ATTACHMENTS

In the Town of Amherstburg and has accepted a Tender by the Contractor for this purpose.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

The Contractor hereby covenants and agrees to provide and supply at his expense, all and every kind of labour and materials for, and to undertake and complete in strict accordance with his Tender dated the:

9th day of January 2018

And the Contract Documents (consisting of the contents and requirements for this Tender, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Town of Amherstburg and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for the sum of:

One Hundred Eighty-Nine Thousand, Nine Hundred dollars and 00 Cents

(\$ 189,900.00) excluding H.S.T.

The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Town of Amherstburg Engineering and Public Works Department, within the specified time in his Tender. Time shall be deemed the essence of the contract.

The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution of negligent execution thereof by the Contractor, its servants, agents or employees.

The Corporation hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Contractor carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Contractor, the price set forth in his Tender, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract to above.

This Agreement and everything herein contained shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.



WITNESS AS TO SIGNATURE OF
CONTRACTOR



Contractor's Signature and Seal

Joe McIntyre

Contractor's Name

55 Thunderbird Dr., Courtland, ON. N0J 1E0

Contractor's address

CORPORATION OF THE TOWN OF AMHERSTBURG



WITNESS AS TO SIGNATURE OF
CORPORATION



Aldo DiCarlo, Mayor



Paula Parker, Clerk

The Corporation of the
Town of Amherstburg, Ontario



TENDER

**MUNICIPAL TRACTOR AND
ATTACHMENTS
V01-2018-001**

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MUNICIPAL TRACTOR AND ATTACHMENTS
V01-2018-001

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INFORMATION TO TENDERS

1. BACKGROUND INFORMATION

The Town of Amherstburg is located in southwestern Ontario, approximately 30 kilometers southwest of the City of Windsor and is one of seven lower-tier municipalities in the County of Essex. The current population of the Town of Amherstburg is approximately 21,000.

The Town is seeking Tenders from qualified supplier for municipal tractor with attachments.

2. DEFINITIONS

“Contractor” or “Bidder” means the individual, firm, company or corporation submitting a Tender to the Town in response to this Request for Tender.

“Corporate Contact” is the Town employee(s) defined as the contact in relation to the administration and technical specifications of the RFQ.

“Project Manager” is the Town employee who will oversee the completion of the contract in accordance to this tender, contract and agreement. This individual will take management of the project after the contract has been successfully awarded.

“Total Tender Price” means an evaluation of quality and service in assessment of Tenders and the sum of all expenses, warranties, taxes, local service costs, lifecycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs and any applicable disbursements that determine the lowest compliant Tender.

“Town” means the Corporation of the Town of Amherstburg

“Work” means any of the following tasks, or combinations, thereof:

- a) Supply or provision of articles or materials;
- b) Supply of labour;
- c) Performance of functions and tasks;
- d) Provision of services;
- e) Equipment operated or not operated;
- f) Construction or repairs as specified;
- g) Security deposit

3. TENDER CLOSING DATE AND TIME

Tenders, contained in a sealed envelope with the provided envelope cover (appendix A) firmly affixed, will be received by:

**Clerks Department
Town of Amherstburg – Town Hall (Upper Level)
271 Sandwich Street South, Amherstburg, Ontario, N9V2A5**

Up until:

11:00 am (local time), TUESDAY JANUARY 9, 2018

Tenders will be opened in public shortly after the official closing time.

Tenders must be received at the address noted above no later than the specified closing time. Tenders received after said closing time will not be accepted or considered.

4. METHOD OF SUBMISSION

Tenders must be submitted in a sealed envelope by way of hand delivery, courier service, or mail prior to the Tender closing time.

Delivery of Tender through a third party mail courier service shall be at the risk of the Bidder and must be arranged in due time for the Tender to arrive at the specified location before the Tender closing time. Failure of a third party courier service to submit the Tender prior to the Tender closing time will result in the disqualification of the Tender, and will be at no fault of the municipality.

Tenders sent by email or facsimile will not be accepted.

5. SUBMISSION ENVELOPE

The Tender must be supplied in a sealed envelope with the envelope cover supplied in Appendix A of this document. The envelope cover must be affixed to the Bidder's envelope without any extra exterior covering. Failure to affix the envelope cover to the submission envelope may result in disqualification of the Tender.

6. TENDER SUBMISSION REQUIREMENTS

Tenders shall be prepared and submitted in accordance with the outline set specified in this document.

The Tender shall be bound and contained in a sealed envelope bearing Appendix A – Envelope Cover, and include the following minimum requirements, as found in the Form of Tender (T-#) pages:

- a) T-1 – Contractor Identification Sheet
- b) T-2 – Tender Price
- c) T-3 – Contractor Qualifications and Experience
- d) T-4 to T-5 - References
- e) T-6 – Acknowledgement of Tender Documents Received by Bidder and Addenda

7. BID BOND

This Tender does not require the submission of a Bid Bond.

8. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND

This Tender does not require the submission of a Performance Bond or a Labour and Materials Payment Bond.

9. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Each Proponent must visit the site and review the plans and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the testing period. He is not to claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The quantities shown as indicated on the drawings or in the tender are estimates only and are for the sole purpose of indicating to the bidders the general magnitude of the work. The Proponent is responsible for checking quantities for accuracy prior to submitting his tender.

10. AGREEMENT AND GENERAL CONDITIONS

Tenders will be received and contracts awarded only in the form as shown on the tender page unless otherwise provided, for the completion of the whole work or of specified sections thereof in accordance with the plan and specification. The Contractor agrees to enter into a formal contract with the Municipality upon acceptance of the tender.

All work included in the contract must be completed on or before the date fixed in the contract and must, at the time of completion and final inspection, be in first class condition and comply fully with the specifications.

Final inspection will be made by the Amherstburg Public Works Department within 20 days after the Municipality has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.

The Contractor will be held liable for any damage or expenses occasioned by his failure to complete the work on time and for any expenses of inspecting, superintending or reletting due to his neglect or failure to complete the work satisfactorily. Any such expense or damages may be deducted from the amount of the Contract or may be recovered by the Municipality from the Contractor and his sureties.

11. INSURANCE (Not Applicable)

Upon award of the contract and prior to commencement of work, the Contractor shall furnish the Manager of **Roads and Fleet** with a satisfactory Certificate of Insurance (COI) containing the information below, for the period of the execution of the work:

- i. A Commercial General Liability (CGL) policy that shall be not less than 5 million dollars per occurrence.
- ii. The CGL policy shall include bodily injury including death, personal injury, property damage, tenants legal liability, non-owned automobile and contain a cross liability/severability of interest clause. The certificate must also include acknowledgement that coverage under the policy specifically extends to the works in question. The COI shall name the Town of Amherstburg as additional insured to the policy.
- iii. The CGL policy shall not contain any exclusion or limitation in respect to shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or subsidence of any property, structure or land from any cause.
- iv. The Contractor shall note that where construction works are performed within lands owned by the County of Essex or Ministry of Transportation the CGL policy shall also

name the County of Essex and/or the Ministry of Transportation as additional insured to the policy.

- v. The liability insurance shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Amherstburg.

12. CORPORATE CONTACT AND COMMUNICATIONS

Additional information, including clarifications, regarding this Tender may be obtained by contacting the following person by telephone or email:

Administrative Inquiries (regarding tender procedures, insurance, etc.)

Bobbi Reive, Financial Planning Administrator

Town of Amherstburg

Phone: 519-736-0012 extension 2229

Email: breive@amherstburg.ca

Technical Inquiries (regarding the scope of work of the contract)

Eric Chamberlain, Manager of Roads and Fleet

Town of Amherstburg

Phone: (519) 736-3664 ext 2312

Email: echamberlain@amherstburg.ca

Contact with Town of Amherstburg officials or staff other than the staff members named as is not permitted and will be considered grounds for disqualification in the bidding and selection process. No verbal instructions or verbal information to bidders will be binding on the Town.

After the contract has been awarded, a Project Manager for the Town of Amherstburg may be named which may differ from the contact individual noted above. This individual will be the Manager that will oversee the completion of the contract per the specifications noted in this document.

13. TENDER VALIDITY PERIOD

Tenders shall remain valid and open for acceptance for a period of 90 days from the Tender closing date. Bidders shall ensure that sub-trade and supply tenders are valid for a sufficient length of time to accommodate the noted validity period.

14. SUBMISSION CONFIDENTIALITY

All Tenders submitted to the Town will be considered confidential, conditional to the Municipal Freedom of Information and Protection of Privacy Act. All pricing information regarding content of Tenders will remain confidential as the Town reserves the right to negotiate with bidders.

At no time will bidders divulge any confidential information provided to or acquired by the bidder or disclosed by the Town throughout the course of the intended project.

The successful bidder acknowledges that information of any kind provided throughout the course of the intended project are the exclusive property of the Town and shall not be disclosed or released to any person or organization without written authorization from the Town having been previously provided.

15. INFORMAL OR UNBALANCED TENDERS

Tender documents must be legible. All entries in the Form of Tender shall be made in ink or by typewriter. Entries or changes made in pencil shall be subject to automatic rejection, unless otherwise decided by the Town.

Alterations of any kind must be clearly made and initialed by the bidder, or the Tender may be subject to automatic rejection.

Tenders containing a project period or schedule adverse to the objectives of the Town's interests may be rejected.

Tenders containing prices so unbalanced as to adversely affect the interests of the Town may be subject to rejection.

All items must be bid with the unit price for every item and other entries clearly shown. If any amount within the Tender does not agree with the extension of the estimated quantity and unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless the Town decides otherwise.

A discrepancy in addition or subtraction shall be corrected by the Town by adding or subtracting the items correctly and correcting the Total Tender Price, unless the Town decides otherwise. If an error has been made transposing an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as previously noted, be taken to be correct and the amount shown after the transfer and the Total Tender Price shall be corrected accordingly.

15. INFORMAL OR UNBALANCED TENDERS (Continued)

If an omission has occurred wherein an item of work has not been provided a price in the Form of Tender, the bidder shall, unless otherwise stated in his Tender, be deemed to have allocated this price elsewhere in the Form of Tender for the cost of carrying out said item of work and, unless otherwise directed by the Town, no increase shall be made in the Total Tender Price because of said omission.

The Town may wave formalities at its discretion, provided the Town's Purchasing Policy has been adhered to.

16. CORPORATE SEAL

The Form of Proposal requires the application of the Proponent's corporate seal on a number of pages. The corporate seal must be applied on each page as required to make the proposal valid. If a corporate seal is not present on the required Form of Proposal pages, the Proponent must indicate that the proposal signatory is legally authorized to bind the company by completing the acknowledgement provided below the request for the corporate seal.

Failure to provide corporate seals or acknowledgement that the signatory is legally able to bind the company in the required locations on the Form of Proposal may result in the rejection of the proposal.

The Town reserves the right to request proof of legal authority to bind the company at its discretion.

17. WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS

The Contractor will be required to submit to the Municipality a Certificate of Good Standing from the Workplace Safety & Insurance Board prior to the commencement of the work and the Contractor will be required to submit to the Municipality a Certificate of Clearance for the project from the Workplace Safety & Insurance Board before final payment is made to the Contractor.

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety & Insurance Act.

18. RESERVATION OF RIGHT

Contractors will not have the right to change conditions, terms or prices of the Tender once the Tender has been submitted in writing to the Town. Bidders may withdraw a Tender once it has been submitted, in accordance with provisions of Section 25 – Withdrawal or Qualifying of Tenders.

19. ADDENDA

Bidders may be notified during the Tender period of required additions to, deletions from, or alterations in the requirements of the Tender documents.

Any addenda issued after the posting of this Tender will be emailed and faxed to each bidder up to 48 hours prior to the Tender closing time. It is the sole responsibility of contractors to review and respond to addenda issued following the issuance of this request for Tender in their submissions.

If addenda are issued prior to 48 hours of closing this request for Tender, the closing date of this request for Tender will be adjusted accordingly.

Addenda must be acknowledged on page T-7 and provided with the Tender. Failure to acknowledge addendums may result in the rejection of the Tender. Bidders must also acknowledge if no addendums were received.

20. HARMONIZED SALES TAX (HST)

The Proponent will be required to calculate and include both of the following items in his Tender:

- a) Tender Price (not including HST)
- b) Total Tender Price (including 13% HST)

For the purposes of evaluating Tenders, the Total Tender Price must be the base Tender Price plus 13%. If a percentage other than 13% is added, the Tender will be assumed to be in error and will be corrected accordingly.

21. PRICING TO REMAIN FIRM

Pricing provided under this Tender shall remain firm and unchanged for the entire validity period stated in this Tender. (See Section 12 – Tender Validity Period)

22. COSTS INCURRED BY BIDDERS

Expenses incurred by bidders for the preparation and submission of Tenders to the Town, or any work done in correlation thereof, shall be borne by the bidder.

No payment will be provided for any Tenders submitted or for any other effort made by the bidder prior to the commencement of the services as defined and approved by the Town.

23. TENDER FEES

The Tender Fee shall be a firm price (upset limit) and include all payroll costs, benefits, overhead and profit. All costs for printing, telephone and facsimile charges, and approved travel shall be included.

24. PAYMENT OF FEES

Unit prices are provided for the evaluation of tenders and the selection of a successful contractor. Payment for the items in the tender will be on a unit price basis as per the tender. Quantities have been estimated based on anticipated work required.

25. WITHDRAWAL OR QUALIFYING OF TENDERS

A bidder who has already submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by the bidder for this contract.

A bidder may withdraw his Tender at any time up to the official closing time by presenting a letter with his signature and corporate seal. Said letter must be received at the Tender closing location in sufficient time to be marked with the time and date of receipt, and for the Tender contact to note the withdrawal of the Tender prior to the official closing time.

When a request to withdrawal a Tender has been received prior to the closing time, and it has been verified to be signed and sealed by the Town, the unopened submission envelope will be returned to the bidder.

No telegrams, facsimiles, or telephone calls will be considered for official withdrawal of a Tender. If applicable, the bid deposit shall be forfeited to the Town when a bidder attempts to withdraw their Tender after the Tender closing time, in addition to any consequence or applicable legal penalty.

26. DISQUALIFIED TENDERS

The Town will not accept Tenders that:

- a) Are received by the Town at the closing location any time after the closing time advertised for the Tender
- b) Do not contain the required bid bond, certified cheque or bank draft in the required amount (if so required by the request for Tender)

Disqualifications of Tenders shall be subject to the Town's Purchasing Policy.

27. ABILITY AND EXPERIENCE OF CONTRACTOR

The successful contractor must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary plant and capital to enable them to proceed and complete the work in a satisfactory manner. This evidence must be provided on the submitted form of Tender.

The Town of Amherstburg may investigate as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the Town of Amherstburg all such information and data for this purpose as the Town of Amherstburg may request. The Town of Amherstburg reserves the right to reject any tender if the evidence submitted by or investigation of such bidder fails to satisfy the Town of Amherstburg that the bidder is qualified to carry out the obligations of the contract.

28. PRIVILEGE CLAUSE

The lowest or any Tender may not necessarily be accepted. The Corporation of the Town of Amherstburg reserves the right to delete any part, or parts from the Tender without stating reasons therefore. In the event of any deletion, it is agreed that the contractor will have no claim for loss of potential profit or overhead costs.

29. RECORD AND REPUTATION

Without limitation to any other privilege of the Town, and notwithstanding whether a submitted Tender otherwise satisfies the requirements of the Tender or not, the Town may instantly reject any Tender from a bidder where in the opinion of Council, the affiliation between the Town and said bidder has been damaged by prior or current acts or omission of said bidder, including but not limited to:

- a) Litigation with the Town
- b) The failure of the bidder to pay, in full, any outstanding payments, interests, and costs owing to the Town after the Town has requested payment of same
- c) The refusal of the bidder to enter into the contract with the Town after the bidder's Tender has been accepted by the Town
- d) The refusal of the bidder to perform or complete performance of a contract with the Town at any time after the bidder has been awarded the contract by the Town
- e) The refusal of the bidder to follow logical directions of the Town or to alleviate a default under any contract with the Town when required by the Town or the Town's representative
- f) Acts or omissions by the bidder resulting in a claim by the Town under a bid bond, performance bond or any other security required to be submitted by the bidder on a tender, RFP or RFQ within a five year period immediately preceding the date on which the tender, RFP or RFQ is awarded

30. TENDER ACCEPTANCE OR REJECTION

It is understood that the Corporation of the Town of Amherstburg is not bound to accept the lowest, or any bid submission.

Reporting and authorization of resulting contracts shall be conducted in accordance with the Town's Procurement Policy.

A Tender is accepted by the Town when the agreement is executed by the Town and the successful bidder; or upon written authorization from the Town within the **90** day validity period, where the Town has issued a written order to commence work to the successful bidder. The acceptance of the Tender is also conditional upon the receipt of a Performance Bond (if required), and Labour and Material Payment Bond (if required).

30. TENDER ACCEPTANCE OR REJECTION (Continued)

The Town is not responsible for any liabilities, expenses, loss or damage to the Bidder subsequent to or by reason of the acceptance or non-acceptance by the Town of any Tender or by reason of any delay in the acceptance of a Tender. Tenders are subject to a formal contract being prepared and executed.

If an insufficient number of Tenders are received, Tenders may be returned unopened.

31. TENDER RESULTS

A Council report indicating the results of this Tender shall be a matter of public record. The results of the Tender, when requested, may be made public by the Town, and may contain the Total Tender price.

The name of the successful bidder and the contract price shall be deemed public information following the award of contract, however unit prices contained in the form of Tender will not be released.

Unsuccessful bidders may request information regarding their Tender evaluation from the Corporate Contact.

32. AGREEMENT

The successful bidder will be required to enter into an agreement with the Town upon acceptance of their Tender. An agreement will be executed in quadruplicate by the Town and will be provided to the Contractor in the executed contract.

If a mathematical error has been found in the Contractor's submission and has been properly corrected and initialed by the bidder, the price stipulated in the agreement will be the corrected price.

33. CONTRACT EXECUTION

Upon approval of the award of contract, the successful bidder will be notified by the Town that their Tender has been accepted and an official award of contract letter will be provided.

The successful bidder will be given no more than fourteen days from the receipt of the contract documents for execution of the contract documents and to provide the necessary guarantees, insurance, etc. Failure to execute the contract documents, and failure to provide the required guarantees, insurance, etc. within the specified time may result in forfeiture of the Tender deposit (if applicable). No work shall commence on the project until the documents have been executed by the bidder and the insurance and guarantees have been received.

There shall be no variation or substitution from this Tender unless approved in writing by the Town.

Receipt of materials, equipment, work or service will not waive any of the requirements of the contract. Defective goods, materials, or equipment found will be returned at the risk of the supplier and at the supplier's expense.

Failure to deliver or complete the terms of the contract outside of the stipulated project schedule shall entitle the Town to cancel the contract without being liable for any costs, fees, or charges of any kind.

In the event of labour or supplier strikes, or unexpected events that cease work, the Town reserves the right to suspend this contract.

34. BIDDER DECLARATION

The bidder, by submission of a Tender, declares that:

- a) The bidder has carefully reviewed the required deliverables and specifications in accordance to this Tender
- b) No one other than the bidder has any interest in this Tender or in the assignment of the pending contract from this Tender
- c) That all representation in the Tender submission are true and factual

34. BIDDER DECLARATION - Continued

- d) The bidder and their heirs, administrators, successor, executor and assigns are to forfeit all claims against the Town under the contract. This includes claims for all work done and/or supplies and/or service provided under the contract should it seem that a member of Council or a Town employee has been furnished with a direct or indirect financial benefit

35. CONFLICT OF INTEREST

Contractors participating in this Tender process shall disclose, prior to entering into an agreement, any potential direct or indirect conflict of interest. If such a conflict exists, the Town of Amherstburg may, at its discretion, withhold the award of a contract from the Contractor until the matter is resolved. If the conflict is deemed to remain unresolved, and the Town deems it necessary, the Town reserves the right to withhold the award of contract to the bidder altogether and provide the contract to the next qualified bidder.

36. SUBCONTRACTORS OR SUPPLIERS

If the Contractor proposes to use any product or services from another firm or subcontractor for any part of the work, other than those listed in the Form of Tender, the contractor must request approval in writing from the Project Manager. The Owner reserves the right at any time to object or refuse to accept any subcontractor, firm or supplier for inclusion in the work and shall not be required to give a reason for such objection or refusal.

No substitute for any firm, subcontractor or supplier shall be allowed without written consent from the Project Manager. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor, firm or supplier and the Owner. Should the contractor request to change any subcontractor, firm or supplier, the Owner will not be responsible for any additional costs incurred by the contractor as a result of this request.

37. CONTRACTOR'S LIABILITY

The successful Bidder, his agents, employees, or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carryon of the work, or by any neglect on the Contractor's part.

38. INDEMNIFICATION

The Contractor will indemnify and save harmless the Town, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its sub-contractors or their agents or employees with respect to the contract.

39. ERRORS AND OMISSIONS

The Town shall not be held liable for any errors or omissions contained in any part of this Tender. The Town has put forth significant effort to ensure accurate data in this Tender. The information contained in this Tender is supplied exclusively as parameters for bidders. The information contained in the Tender documents is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive. No information provided in the Tender is intended to relieve the bidder from forming their own conclusions with respect to the matters contained therein.

40. CONTRACT DOCUMENTS

The Proponent shall take note that the Contract Documents shall include a Contract Agreement, a Certificate from the Workplace Safety & Insurance Board and a Certificate of Insurance all to be furnished by the Contractor in a form satisfactory to the Owner's solicitor. The Proponent shall consult with the Owner's solicitor as to the forms required for the Contract and the Proponent shall not qualify his Quotation in respect to these matters.

41. LIQUIDATED DAMAGES

Liquidated Damages are not applicable to this project.

42. PROJECT COMMENCEMENT AND COMPLETION DATE

The municipal tractor and attachments must be supplied within 10 business days

43. OCCUPATIONAL HEALTH AND SAFETY ACT

The contractor shall comply with all requirements of the Occupational Health and Safety Act, 1990 and Regulation for Construction Projects and Amendments, as administered by the Ontario Ministry of Labour and all subsequent amendment of said act. In the event that the contractor fails to comply with the requirements of the above mentioned act, the Town may suspend the continuation of the work forthwith and the suspension will remain in effect until the contractor has taken whatever remedies are necessary to comply with said act. Suspension of the work by the Town on account of the provisions of this clause, shall not allow the contractor an extension of the time of completion and the contractor may be liable for liquidated damages to the Town.

44. PROCUREMENT POLICY BY-LAW / GOVERNING LAW

Tenders will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Purchasing Policy, respecting purchasing (copy available upon request). By submitting a Tender for this subject, the Contractor agrees to be bound by the terms and conditions of such Policy and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

45. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, a review of the Town's Policy on Accessible Customer Service Standards, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The Contractor shall also maintain a record of all training provided to the Contractor's personnel on the Town's accessible customer service standards as required under this section, which shall include at a minimum the dates on which the training was provided and the number of individuals to whom the training was provided. The Vendor shall furnish any required records of accessible customer service training to the Town within ten (10) days of the Town's request, unless otherwise agreed upon by the Town. The Town reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

The Town's Accessible Customer Service Standards Policy has been provided in Appendix B.

Information on accessible customer service training is available online from the Ministry of Community and Social Services at www.accesson.ca/index.aspx.

FORM OF TENDER

CONTRACTOR IDENTIFICATION SHEET

| | |
|--|--|
| BUNINESS NAME OF CONTRACTOR: | |
| MAILING ADDRESS OF CONTRACTOR (including postal code): | |
| NAME OF CONTACT PERSON REPRESENTING CONTRACTOR: | |
| TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING CONTRACTOR: | |
| FAX NUMBER OF CONTRACTOR: | |
| EMAIL ADDRESS OF PERSON REPRESENTING CONTRACTOR: | |
| NAME OF PERSON SIGNING ON BEHALF OF CONTRACTOR: | |
| TITLE OF PERSON SIGNING ON BEHALF OF CONTRACTOR: | |

**SIGNATURE OF PERSON AUTHORIZED TO ACT ON
BEHALF OF PROPONENT:**

CORPORATE SEAL:

(Please affix Corporate Seal)

If a corporate seal does not exist, please acknowledge the following:

"The signature of the person applied to this proposal document is authorized to act on behalf of the proponent and is legally able to bind the company."

_____ *Signatory Initials*

TENDER PRICE

_____ the undersigned, having examined the locality and site of the Works, Drawings and Specifications as prepared by The Town of Amherstburg and hereby offer to furnish all materials including all appropriate sales taxes and perform all the work necessary as described in the above documents and in accordance with the said documents under the supervision of the Project Manager of the Town of Amherstburg, made up as follows:

Item No. 1 – Municipal Tractor and Attachments

| Item No. | Item | Unit | Estimated Quantity | Unit Price | Estimated Total |
|----------|--|------|--------------------|------------|-----------------|
| 1.0 | One (1) 2017 / 2018 Municipal Tractor and Attachments as requested in the specifications | | | \$ | \$ |
| 2.0 | Air Conditioning Tax | | | \$ | \$ |
| 3.0 | Tire Stewardship Tax | | | \$ | \$ |
| 4.0 | Delivery Charges to Works Department Garage | | | \$ | \$ |

| | |
|---------------------------|-----------|
| SUBTOTAL | \$ |
| HST 13% | \$ |
| TOTAL TENDER PRICE | \$ |

Make, Model and Specifications Summary on Unit Being Tendered

Manufacturer's Make: _____

Manufacturer's Model: _____

Model Year: _____

Specification sheet to be submitted with bid document.

**SIGNATURE OF PERSON AUTHORIZED TO ACT ON
BEHALF OF PROPONENT:**

CORPORATE SEAL:

(Please affix Corporate Seal)

If a corporate seal does not exist, please acknowledge the following:

*"The signature of the person applied to this proposal document is authorized to act
on behalf of the proponent and is legally able to bind the company."*

_____ *Signatory Initials*

CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

Please include a list of other similar projects and services completed by your firm and for whom the services were provided, when they were provided, and the approximate value of services provided.

**Provide any attachments in this regard immediately following this sheet*

REFERENCES

Provide a minimum of three (3) separate references for related projects successfully completed by the contractor. Note that the references may be contacted.

Reference No.1

Company Name: _____

Address: _____

Contact Name & Title: _____

Telephone Number: _____ Email: _____

Description of Project: _____

Date of Project: _____

Reference No.2

Company Name: _____

Address: _____

Contact Name & Title: _____

Telephone Number: _____ Email: _____

Description of Project: _____

Date of Project: _____

REFERENCES- (cont'd)

Reference No.3

Company Name: _____

Address: _____

Contact Name & Title: _____

Telephone Number: _____ Email: _____

Description of Project: _____

Date of Project: _____

**Provide any attachments in this regard immediately following this sheet*

**ACKNOWLEDGEMENT OF TENDER DOCUMENTS AND ADDENDA
RECEIVED BY CONTRACTOR**

I/We, the undersigned, hereby acknowledge and confirm on behalf of _____

That I/We have received all of the documents noted in the Table of Contents contained in this document and have been provided with all of the details required to permit me/us to submit a bid on Request for Tender.

1. I/We declare that this bid is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Tender for the supply of the same goods and services.
2. I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our bid to the Corporation of the Town of Amherstburg for the goods and services described herein.
3. I/We acknowledge that we have received the following addendum to this Request for Tender and that it is my/our responsibility to ensure that all addenda issued by the Corporation of the Town of Amherstburg has been received.

Receipt of Addendum No: _____ to _____.

Witness (if applicable)

Signature

Dated:

Name & Position (please print)

SPECIFICATIONS

1. DESCRIPTION OF VEHICLE

One (1) 2017/2018 Municipal Tractor and Attachments

- Folding V Plow
- Rear Mount Drop Salter-Spreader
- 51" Snow Blower
- Boomflail Mower

2. SPECIFICATIONS

The Bidder hereby bids and offers to enter into the contract referred to as "Tender – Municipal Tractor and Attachments" and all or any part of the work which is set out or called for in this Tender, at the unit prices, and/or lump sums, here in after stated.

FOB: 512 Sandwich Street South, Amherstburg, ON.

NOTE: DEALER MARKINGS OR TRANSFERS SHALL NOT BE APPLIED TO THE VEHICLES. The Bid amount shall include all costs incurred, including delivery and all applicable taxes

It is understood that all specifications listed are the **MINIMUM REQUIREMENT**. Quotations not meeting the minimum specifications **MAY NOT BE CONSIDERED**.

Please indicate clearly where the equipment you are quoting exceeds or is not as stated in the specifications.

Bidders must note their compliance to the specifications in the space provided by checking the appropriate "YES" or "NO" column. Only NEW (no demonstrator models) are to be quoted.

Deviations or changes must be noted in the "Specify Actual" column or explained in detail on a separate sheet. The use of words such as "exceeds", "equal to" or "not required" will not be accepted in lieu of a detailed explanation.

State Make and Model Number: _____

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|---|---|-------------------|-----------------|
| <p>A. GENERAL SPECIFICATIONS</p> | <p>A four wheel drive articulating, oscillating, rubber tired, diesel powered multi-purpose tractor, designed for year round work, utilizing various attachments shall be supplied</p> <p>Tractor shall be no wider than 1.3m (50-1/2"), including fenders and no higher than 2.032 m (80") to top of roof</p> <p>Engine shall be a water cooled diesel with min. 74 hp @ 2500 rpm and producing torque of 224 lbs-ft @1600 rpm. Engine to be equipped with anti-idle feature.</p> <p>Engine emission standard shall be Tier 4 Final (No Exceptions)</p> <p>Tractor shall have compatible mounting system and sufficient hydraulic capability to connect to and operate Trackless model power angle sweeper, 14 ft wide rotary mower, 51" snow blower, rear-mounted sidewalk spreader, angle snow plow and 5 position folding V-plow.</p> <p>The tractor shall have an anti-bounce ride control system which automatically weighs the front mounted attachment when lifted and calculates, according to speed and shock load, how much the attachment needs to move and over how many milliseconds to counteract the bounce when hitting a bump or pothole, deadening the bounce that normally would follow the initial impact.</p> | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|-----------------------------|---|--|-------------------------------------|
| B. SAFETY FEATURES | Automatic safety shut down All steel hoods and panels Oil and fuel reservoirs located above frame rails Brake "ON" warning buzzer when engine running | | |
| C.CUSTOMER REFERENCE | In order to assure to the municipality that the bidder represents a reputable manufacturer the bidder must submit a list of contact names and phone numbers of at least 3 different municipalities within a 250 km radius who in Ontario who currently own and operate 1 or more of the model being offered or previous model. Municipality: _____ _____ _____ | Phone Number: _____ _____ _____ | Contact: _____ _____ _____ |
| D. CAB | Certified R.O.P.S. cab structure – vendor must supply Certification Number to The Town of Amherstburg. Cab and roof construction shall be steel. If roof is not steel, a 1 inch diameter steel tube/pipe shall be mounted around the outside of the roof to protect front, rear and both sides from damage. Roof must supply enough protection for water from the roof area not to run inside cab area Cab must be fitted with digital dash comprised of a minimum of a tachometer, engine oil pressure. It is to be out fitted with a minimum | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|--------------------------|--|-------------------|-----------------|
| | <p>of a tachometer, speedometer, fuel level, engine coolant temperature, speedometer, fuel level, engine coolant temperature, engine oil pressure, engine hour meter, voltmeter, turn signals, 4-way flashers, high/low beams, forward/neutral/reverse and low/high range. Large text warning messages for low coolant level, air breather service required, parking brake engaged, ICON for parked regen required and seatbelt not fastened.</p> <p>Seven (7) speed heater/defroster which includes a minimum of 2 outlets (vents) no higher than 16" above floor level directed at operators feet. (No Exceptions)</p> <p>Factory installed A/C unit must provide a digital readout climate control system that includes a heater, pressurizer and defrost systems. Branch guard must incorporate four (4) amber and (4) blue LED strobe lights. Amber lights shall be switched separately from the blue lights.</p> <p>Two (2) outside mirrors must be fold back and One (1) inside rear view mirror</p> <p>Three (3) point retractable orange seat belt with hydrostatic interlock to prevent the tractor from moving faster than 5km/hr unless buckled.</p> <p>High Back, fabric covered air ride seat – w/ lumbar support, adjustable left armrest. Large padded right armrest to be fixed for joystick controls.</p> <p>Operators seat must be equipped with a seat safety switch which automatically shuts down the following if the operator leaves the seat: 1) front PTO 2) the engine if the tractor is not placed into neutral 3) rear hydraulics</p> | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|--------------------------|---|-------------------|-----------------|
| | <p>Neutral Safety Start Switch</p> <p>AM/FM Bluetooth radio, cup holder, door pockets, storage tray shall be provided.</p> <p>External mounted aerial.</p> <p>One (1) 12V power point auxiliary outlet, one (1) 12V two-way radio jack to be provided.</p> <p>Unit to be equipped with tilt steering, horn, self-cancelling integral R/L signal lever on steering column, 4 way hazard light button, horn button which must be mounted in the center of the steering wheel (no other location is acceptable)</p> <p>All glass is to be an approved DOT tinted tempered safety glass</p> <p>All glass must be flat for convenience of local replacement in emergency situation.</p> <p>Cab door shall be equipped with safety strap, gas strut door cylinder</p> <p>Slider windows are to be installed on both R/L side of the cab</p> <p>Front windshield is to be equipped with a three (3) speed/intermittent wiper blade assembly, windshield washer system</p> <p>Rear window glass is to be equipped with a 3-speed intermittent wiper blade assembly, windshield washer system.</p> <p>Install in cab and floor a Conaflex sound deadening material</p> <p>Install a 21/2 lb. fire extinguisher, first aid kit all items are to be mounted in a way as not to interfere with the operator or the safe operation of the tractor.</p> | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|--------------------------|---|-------------------|-----------------|
| | Supply and install 1 copy of the operator's manual, installed into a clear cab pocket. | | |
| E. POWERTRAIN | <p>Engine shall be a Tier 4 Final water cooled diesel with min. 74 hp @ 2500 rpm and producing torque of 224 lbs-ft @1600 rpm. Engine to be equipped with anti-idle feature.</p> <p>Unit must be equipped with an intake grid heater for cold starting. NO ETHER system will be allowed - no exception</p> <p>Unit shall be equipped with a block heater</p> <p>Equipped with Air Breather Warning - Digital Dash text and buzzer</p> <p>Left side hood shall have access doors for daily fluid checks, battery, filters, battery disconnect switch and main breakers. The top hood shall open independently. It must be hinged and be held open by a support rod</p> <p>Quick easy access to oil dipstick is required without the removal of any engine compartment panel.</p> <p>A wire protection guard must enclose the engine fan.</p> <p>Complete rear grill shall hinge open for easy access to clean coolers and radiator. A brush shall be supplied and secured beside the coolers and radiator</p> <p>There shall be a hinged door for access to the radiator fill spout</p> <p>Engine shall be water cooled</p> <p>Two coolers are to be supplied for cooling hydraulic oil and engine coolant. The coolers are to be bolted together to form one unit</p> | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|--------------------------|---|-------------------|-----------------|
| | <p>and mounted in an upright position between the rear rails of the tractor for protection. The cooler access door shall be hinged for easy access for either service or cleaning</p> <p>The tractor shall be propelled by a hydrostatic transmission and controlled by a single ELECTRONIC foot pedal.</p> <p>All attachment functions and forward/reverse are to be controlled by a SINGLE joystick. The joystick must automatically program itself, by means of a 3 position selector switch to the attachment that is mounted. 3 float position switches to have additional LED indicator lights. Joystick allows lifting and lowering of attachment while 2 other function controls remain live.</p> <p>The tractor shall have a 2 speed mechanical transmission which provides speed ranges of: Low range 0 – 12 km / hr High range 0 – 32 km / hr</p> <p>Specify type of gears in mechanical transmission Helical or Spur.</p> <p>The Hi/Low transmission shift lever located inside the cab must have a neutral position allowing the tractor to be towed without danger of damaging the hydrostatic transmission.</p> <p>Tractor shall have a backup alarm activated by the forward /neutral /reverse switch.</p> <p>Axles shall be Dana style model 60 full float with track-lock differentials front and rear manufactured in Ontario for parts availability.</p> <p>Axles to be able to accommodate the mounting of eight (8) dual</p> | | |

| AMHERSTBURG REQUIREMENTS | MIMIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|---|---|-------------------|-----------------|
| | <p>loader lugs, four (4) winter radial tires or four (4) summer turf tires</p> <p>There shall be no less than 8 - ½ inch dia. bolts securing each axle housing to the chassis Each axle shaft shall have a minimum of 8 wheel studs. (No Exceptions)</p> <p>Automatic self-reversing engine fan system.</p> | | |
| <p>F. PTO / HYRAULIC SYSTEMS</p> | <p>PTO drives system to be mechanical by way of a clutch. 11-1/2" over-centre type. Must be electric over hydraulic actuation with indicator light. Actuation by lever is not be considered.</p> <p>The engagement speed of the PTO clutch shall be controlled electronically by the tractor ECU</p> <p>Engine PTO is to be 1-3/8" diameter, 6 spline. 540 RPM @ 2160 engine RPM. Minimum 65 pto hp required.</p> <p>Access to the PTO shaft shear bolt shall be from inside the cab. This is also where the PTO shaft is connected when attaching an implement. Having to reach down in front of the tractor to connect the PTO shaft or change a shear bolt will not be accepted.</p> <p>The hydraulic system shall have a thermostatically controlled bypass valve for cold weather operation - State bypass temperature</p> <p>The main hydraulic pump shall be driven from the engine timing case and produce a minimum of 20 gpm.</p> <p>6 front hydraulic couplers (3 pair) are to be supplied for operating the control features on various attachments</p> | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|--------------------------|--|-------------------|-----------------|
| | <p>In addition to the 6 couplers for operational controls, there shall be 1 pair of HIGH VOLUME front couplers to power attachments requiring approximately 16 gpm</p> <p>There shall also be 2 additional ports located at the front of the cab for 2nd high flow circuit.</p> <p>Rear of tractor shall have 1 pair of hydraulic couplers with an output of 16 gpm.</p> <p>Hydraulic couplers must be colour coded, matching joystick/controls colour coded membrane switches.</p> <p>All Hydraulic Couplers must be pressure relief type.</p> <p>All hydraulic hoses to have NPT, SAE straight thread or SAE split flange fittings (no metric)</p> <p>All hydraulic hoses must be wrapped in critical areas.</p> <p>The hydraulic circuits which power the hydraulic driven mower wings must kick off automatically when wings are raised to a pre-determined angle. When lowered, they must be re-started. This feature must be designed into the tractor for future additional attachment purchases.</p> <p>Unit shall be equipped with an auxiliary 14 gpm hydraulic gear pump and to be driven only when the PTO clutch is engaged</p> <p>Unit shall be equipped with a Low Hydraulic Oil warning with Digital Dash warning text and buzzer.</p> <p>The tractor is to be equipped with a hydraulic Auto/Run switch which controls the rear hydraulic couplers when connected to a sander. In Auto mode the rear hydraulics shall turn off automatically when the tractor is</p> | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|------------------------------------|---|-------------------|-----------------|
| | <p>stopped or reversed preventing the sander from dispensing materials. Hydraulic flow to the sander will automatically resume once the tractor is in a forward motion. Run mode allows for continuous dispensing of sander materials including when the tractor is parked to allow sander to be emptied</p> | | |
| <p>G. BRAKING SYSTEM</p> | <p>Tractor shall have no less than 3 braking systems, hydrostatic dynamic braking, hydraulic service brakes, and mechanically actuated emergency / parking brakes. Service brakes must consist of brakes at all 4 wheels</p> <p>State total brake surface area for all 4 wheels.</p> <p>Parking brake is to be applied by way of an adjustable parking brake lever. It must be able to apply the brakes mechanically in the event that the hydraulic system failure</p> <p>Parking brake warning must be Digital Dash text and buzzer when applied.</p> | | |
| <p>H. ELECTRICAL SYSTEM</p> | <p>Tractor shall have a 12 V, negative ground system with a 950 – 1000 CCA group 31 battery, 200 amp alternator, and main breaker switch protection</p> <p>Due to the complexity of the wiring systems in tractors with Tier 4 engine management systems and other electronic management systems, the following specifications have to be complied with to assist in efficient diagnostic and electrical repairs over the life of the tractor</p> <p>Wiring harnesses must be professionally manufactured with</p> | | |

| AMHERSTBURG REQUIREMENTS | MIMIMUM REQUIREMENTS | CONFORM YES NO | | STATE ACTUAL |
|---------------------------|--|-------------------|--|--------------|
| | <p>terminals which are machine crimped to ISO standards</p> <p>On both ends of all harness wires there must be letter location codes and wire numbers printed permanently on the wire insulation. Codes and numbers must be shown on all parts manual exploded views and wiring schematic drawings and charts.</p> <p>All single wires which are not part of a harness must have a part number permanently printed on the insulation.</p> <p>All fuses are to be mini blade type and must be contained within an IP67 watertight enclosure.</p> <p>All harness plug connectors shall be standard Packard weatherproof. Bulkhead connectors must be twist lock type</p> <p>There shall be 4 headlights and 1 backup light. All 5 lights are to be halogen adjustable and identical</p> <p>There shall be signal lights, 4 way flashers and shock proof rubber mounted tail lights all are to be LED.</p> <p>Cab to have an interior dome light.</p> | | | |
| <p>I. STEERING</p> | <p>Must be equipped with articulated steering, must be able to turn 35 degrees each way</p> <p>Must be equipped with an Orbitrol hydraulic motor, hydraulic steering cylinder , tilt steering (in the up most position the column must be 80 degrees to the cab floor)</p> <p>Steering column must include hazard button , signal lever centre mount horn</p> <p>Unit must be equipped with high strength spherical bearings for all steering and pivot pins, all</p> | | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|------------------------------------|---|-------------------|-----------------|
| | bearings and pins MUST be greaseable | | |
| <p>J. CHASSIS</p> | <p>The tractor shall consist of 4 main structures, front cab/frame, centre frame, mid frame and rear frame</p> <p>Two greaseable pivot pins shall connect the mid frame to the centre frame through hardened greaseable spherical bearings</p> <p>The mid frame must be removable from the rear frame to allow easier removal of drive train components such as PTO clutch or pump drive assembly from the bell housing</p> <p>Tractor shall articulate and oscillate</p> <p><u>Dimensions and Weight:</u></p> <p>Overall length including rear bumper 149.5"</p> <p>Top height of cab 80.0"</p> <p>Track width with winter tires 49.5"</p> <p>Overall width 50.5"</p> <p>Inside turning radius 90.0"</p> | | |
| <p>K. IMPLEMENT HITCHES</p> | <p>Tractor shall be supplied with a front quick hitch system. Implement height shall be controlled by two double acting hydraulic cylinders which are operated from the joystick/controls. Spring load lift latches hold the implement frame in place</p> <p>Specify details of hitch: _____</p> <p>_____</p> <p>An externally mounted lift cylinder</p> | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|----------------------------------|---|-------------------|--|
| | switch shall be supplied to control the lift cylinders of the tractor when connecting attachments. The switch is to be located between the front 2 lift cylinders and shall operate the lift cylinders at 25% flow rate. | | |
| L. FUEL TANK | The fuel tank capacity shall be not less than .90 LT. per gross engine HP. Fuel Saver Mode Equipped If tractor is not equipped with a fuel saver mode function reducing fuel consumption by regulating the engine RPM to the hydrostatic pump stroke, then fuel tank capacity must be not less than 1.25 LT per gross engine HP State actual fuel tank capacity Specify the number of hours the unit can operate on a tank of fuel when in fuel saver mode Single fuel tank only. Add on auxiliary tanks not acceptable. | | Yes ____ No ____ If YES then LT required .90 LT x ____ HP = ____LT If NO then LT required 1.25 LT x ____ HP= ____LT ____ litres |
| M. TRACTOR WEIGHT (EMPTY) | Weight: Approximately 6,900lbs | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|-----------------------------------|---|-------------------|-----------------|
| <p>N. SPECIAL TOOLING</p> | <p>Tractor to be equipped with onboard diagnostics. Digital dash display shall be the means to access all tractor fault codes and aid in trouble shooting.</p> <p>All updates must be supplied within 10 business days of any and all changes, for the entire life of the unit while the equipment is owned and operated by The Town of Amherstburg.</p> <p>The Town of Amherstburg will have access to the vendors Web site to down load any information for the unit.</p> | | |
| <p>O. TIRE SIZE</p> | <p>Tractor to come equipped with LT 245 75 R16 radial tires. Mud and snow tread. Rims to suit. 8 studs per wheel.</p> | | |
| <p>P. PAINT AND FINISH</p> | <p>All steel fabricated parts including the cab and all frames are to be prepped in a 4 stage phosphate wash prior to paint. All parts are to receive a 2 part epoxy primer with rust inhibitor. The top coat is to be a 2 part poly urethane automotive quality finish which is oven baked.</p> <p>The following parts shall be zinc plated:</p> <p>Lift latches, lift latch levers, linkages and secondary locks.</p> <p>Battery hold down straps and bolts</p> <p>Hood support rod</p> <p>Fender / side hood mounting brackets</p> <p>Door striker plate</p> | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|---|---|-------------------|-----------------|
| | <p>Hi / low range shifter gate</p> <p>Misc. small mounting brackets</p> | | |
| <p>Q. OPERABILITY AND ERGONOMICS</p> | <p>Single electronic joystick control with Forward/Neutral/Reverse switch</p> <p>14 gpm. gear pump and valve for extra auxiliary equipment</p> <p>Air conditioning with branch guard</p> <p>Branch guard to incorporate a total of eight (8) oval strobe lights 4 amber and 4 blue. One colour per side.</p> <p>OEM reverse camera to be installed utilizing the 7" digital dash display as reverse camera screen. Camera shall be mounted in the rear of the engine compartment top hood for protection.</p> <p>Tractor shall be equipped with an electronic switch for Work Mode and Fuel Saver Mode. Fuel Saver Mode reduces fuel consumption by up to 3 litres per hour when driving, plowing or any other operation which does not require a constant engine RPM.</p> <p>There shall be an in cab rotary switch to adjust the amount of material being spread by the rear sand/salt spreader to reduce cost.</p> | | |

| AMHERSTBURG REQUIREMENTS | MIMIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|-------------------------------------|---|-------------------|-----------------|
| <p>R. MANUALS</p> | <p>One operators manual – attached to machine plus one additional supplied loose.</p> <p>One (1) complete set of parts and service manuals to be supplied at time of delivery. C/D's acceptable or secured access to manufacturer's website where the above information is available at all times</p> | | |
| <p>S. WARRANTY-New Model</p> | <p>State _____</p> <p>Warranty to become effective on in-service date – not delivery date</p> <p>State Make and Model: _____ _____</p> | | |

ATTACHMENTS

Attachments will be purchased if the appropriate budget is available.

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|-----------------------------|---|-------------------|--------------|
| 51" DOUBLE AUGER SNOWBLOWER | <ul style="list-style-type: none"> • The blower shall be manufactured by the same company as the tractor. • The blower housing shall be 51" wide, 38" high with 3/8" end plates • There shall be 2-spiral type, 13" diameter augers with ice picks. • Impeller shall be 6" x 24" dia. – 4 blades. Housing liner – 2-piece replaceable • Cutting edge shall be 6" x 0.5" hardened reversible • The snow blower shall be driven mechanically through a shear pin protected P.T.O. and a shear pin protected auger drive. • Cutting height shall be adjustable by adjustable shoe brackets. • Skid shoes shall be free pivoting and 1.5" thick and hardened • "Sidewalk" chute shall have minimum throat clearance of 87" • Chute control shall be by the tractor hydraulic joystick in cab. • The chute must rotate on a 15" diameter ball bearing. Systems without a bearing will not be considered. • To keep the blower tight to the tractor the dimension from centre of front axle to front of body side plates shall not to exceed 65". | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|------------------------------|--|-------------------|--------------|
| <p>FOLDING V-PLOW</p> | <ul style="list-style-type: none"> • The plow shall be manufactured by the same company as the tractor. • The plow shall be capable of operating in one of 5 positions: angled left, angled right, straight, V-plow or scoop forward. • The overall length of the plow shall be 57 inches. • The plow shall angle 30° left or right. • The plow shall be 47 inches wide in the scoop position and 53 inches wide in the V position. • The height shall be 26 inches. • There shall be 3 hardened skid shoes, 5" dia by 1½" thick. • There shall be a centre hard nose cone in front of the centre steel shoe. • There shall be 2 double acting hydraulic cylinders and 2 trip return springs. • The plow must have a full moldboard trip mechanism. • The moldboard skin shall be no less than 3/16" thick steel. • The plow pushframe shall be manufactured using 2 x 3 x ¼ and 5 x 3 x ¼ inch HSS steel tubing. • The plow shall be fitted with 2 – 6" x 5/8" thick hardened steel cutting edge. • The plow pushframe shall have an adjustable height stand to ease installation of plow to tractor. Plow shall also have 4 lift points. | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|--------------------------|--|-------------------|--------------|
| SALT AND SAND SPREADER | <ul style="list-style-type: none"> • Sander to be pin mounted to rear of tractor requiring no tools for installation or dismantling. • It shall be hydraulically driven with engagement from within cab. • Engagement and disengagement must be independent from front mounted attachments. • Spread shall be controlled by an adjustment lever. • The spread shall be by means of a roller with cams, which disperses small spots of material in a grid pattern. • Spread distance per hopper shall be 4-6 miles. • Hopper capacity shall be not less than ½ cubic yard. • Shall be fabricated of heavy gauge steel. • Shall have a total width of 44" and a spread width of not more than 41 inches. • Shall have colour coded hydraulic quick couplers. Tape or paint for colour coding not acceptable. • Ground clearance to be not less than 14 inches. • Shall be manufactured by the same company as the tractor. | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|--------------------------|--|-------------------|--------------|
| BOOMFLAIL MOWER | <ul style="list-style-type: none"> • Must be front mounted and operate to right side of tractor. • Complete mower attachment must be designed for quick change mounting or removal without tools and by one person. • Overall width of head 52" with an overall cut width of not less than 44" • Horizontal reach from centre of tractor to outside of cut 13½ feet • Vertical reach 13½ feet. • Below grade cut - at 53" below grade cut reach shall be 11½ feet out from centre of tractor to outside of cut. • Hydraulic hoses along the boom must be protected by guards. • Overall level ground cutting coverage to be no less than 11 feet. • Number of cutting blades - 36. • Drive for cutting head is to be supplied from a PTO driven hydraulic system contained within the mower attachment. • All hydraulic boom functions are to be supplied by tractor hydraulics. Remote valves and cable systems, which must be fed through a window, are not acceptable. • Gage roller to be 6" diameter minimum. • Boom arms to be 4" x 4" square tube minimum. | | |

| AMHERSTBURG REQUIREMENTS | MINIMUM REQUIREMENTS | CONFORM YES NO | STATE ACTUAL |
|--------------------------|--|-------------------|--------------|
| BOOMFLAIL MOWER | <ul style="list-style-type: none"> • Boom to be equipped with hydraulic break-back. • Bolt on safety screen for side window to be included. • Complete mower attachments to sit on stands when removed from tractor. • For safety and stability a complete set of dual tires to be included for the tractor. (No Exceptions) | | |