

REQUEST FOR TENDER RFT-PS-2022-09

Supply and Delivery of One (1) New Ice Resurfacing Machine

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Section 1 Tender Information

1.1 Submission of Tenders

The Corporation of the Municipality of Greenstone shall hereinafter be referred to as "the Municipality" or "the Owner".

Tender Submissions for RFT-PS-2022-09 Supply and Delivery of One (1) New Ice Resurfacing Machine will be received in duplicate in a sealed envelope, clearly marked as to its contents using the cover page provided by the Municipality of Greenstone at the end of this document.

Tenders will be received at the Administration Office of:

The Municipality of Greenstone ATTN: Clerk 1800 Main Street, PO Box 70 Geraldton, Ontario POT 1M0

Not later than 2:00 p.m. local time, Thursday, July 21, 2022

- a) Tenders received later than the time specified will not be accepted regardless of the postal cancel date.
- b) Tenders will be opened in public at 2:15 PM the same day.
- c) All "Form of Tender" are to be received on the printed form provided.
- d) The lowest or any Tender not necessarily accepted.

1.2 Schedule of Events

The schedule provided is for guidance only and the Municipality reserves the unqualified right to issue an addendum to modify or eliminate any aspect of the schedule.

Event	Date, Location
Tender Release Date	Tuesday, June 28, 2022
Question Submission Deadline	Thursday, July 07, 2022, 12:00 pm

Posting of Addenda Deadline	Monday, July 11, 2022, 3:00 pm
Closing Date and Time	Thursday, July 21, 2022 No Later than 2:00 pm
Estimated Award of Contract	Monday, July 25, 2022
Expected Delivery of Machine	August 31, 2023

1.3 Extent and Location of Work

The Supply and Delivery of One (1) New Ice Resurfacing Machine will be F.O.B. the Longlac Sportsplex, located at 200 Picnic Point Road, Longlac, ON, between the hours of 8:30 a.m. and 4:30 p.m.

The Corporation of the Municipality of Greenstone is part of the Broader Public Service of the Province of Ontario and as such may be eligible for concessions (discounts) on vehicles included in the Ministry of Government Services Vendor of Record arrangement.

1.4 Right to Accept or Reject Tenders

The Tender shall be based upon the whole of the Specifications and Contract Documents, without reservation.

The lowest or any Tender not necessarily accepted

The Tender must be submitted on the forms provided, which shall be completely filled out and shall be duly executed by signing officer(s) of the corporation. Tenders may be deemed invalid if the forms are not properly or fully completed. All blanks must be legibly and properly filled in on the printed forms supplied for that purpose. If a bid for an item is no cost, enter 0.

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected. Should any uncertainty arise as to the proper manner of doing so, the Contract Administrator will, upon request, give the requisite information.

If the Unit Prices and total amount of the extensions named by the Bidder in the proposal do not agree, the Unit Prices will be accepted as correct. The corrected extensions will be considered as representing the Bidders intentions. The Municipality of Greenstone will award this contract to one (1) bidder.

1.5 **Conditions**

The award of this contract is subject to the approval of Council and budgetary allocations.

The Municipality of Greenstone reserves the right, in its sole discretion, to cancel any or all bid calls.

The Municipality of Greenstone reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted.

1.6 Award of Contract(s)

The Municipality of Greenstone intent is to award the entire contract to one bidder.

1.7 Litigation

No bid or offer will be accepted from any bidder, inclusive of the bidder's subcontractors, who has a claim or has instituted a legal proceeding against the Municipality, or against whom the Municipality has a claim or instituted a legal proceeding, without prior approval of Council. For purposes of this provision, where such bidder is a corporation, bidder shall include any non-arm's length corporation of the bidder.

Bids from any bidder in any of the above circumstances shall be rejected as informal, irregular and non-compliant.

1.8 Unacceptable or Unbalanced Tenders

Each item in the Tender shall be a reasonable price for such item. Under no circumstance will an unbalanced Tender be considered. The Municipality will be the sole judge of such matters, and should any Tender be considered to be unbalanced, then the Municipality will reject it.

1.9 **Execute Contract**

Tenders shall be open for acceptance for a period of **ninety (90)** days after the closing date. After this time the Tender can only be accepted with the consent of the successful bidder.

When Tenders have been checked, the user department will review the Bids in order to recommend Award.

The Form of Agreement is a written record of the business arrangement between the Municipality and the Bidder.

Immediately after acceptance of the Tender by the Owner(s), the successful Bidder shall provide the Owner(s) with any required documents within 10 business days of the date of notification of award.

1.10 Indemnification

The successful Vendor shall indemnify and hold harmless the Municipality, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property cause by any acts or omissions of the Vendor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this Proposal. Neither the Owner nor the Successful Vendor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of anyone other than their own officers, agents, servants, employees, customers, invitees or licensees.

This indemnity shall survive the expiration or early termination of this Agreement and continue in full force and effect.

1.11 Ability and Experience of Bidder and Subcontractors

The Municipality reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of sufficient capital, resources and experience to successfully execute and complete the work in the specified time.

The contractor agrees to submit a list of any subcontractors who will be carrying out any part of this contract. The list shall show the names of the proposed subcontractors and for what work each subcontractor will be responsible. The Municipality has the right to reject any of the subcontractors so named. In this event, the contractor shall arrange to have the work done by such other subcontractor as may be approved by the Municipality.

1.12 Interpretation of Tender Documents

Bidders shall carefully examine all documentation that encompasses this request including but not limited to specifications, addenda and drawings in order to satisfy themselves as to all conditions affecting the scope of work. No claim for additional costs will be entertained on the grounds of misrepresentation, nor on the grounds that any promise or guarantee was given or provided by the Municipality.

If a Bidder finds discrepancies, omissions, irregularities or is in doubt as to the meaning, the Bidder shall contact the Director of Public Services at email brian.aaltonen@greenstone.ca. The Municipality cannot be held liable for any oral explanation or interpretation provided.

Any and all addenda issued prior to the closing date will be posted on the Municipality's website for downloading by bidders. It is the bidder's sole responsibility to download and include all addenda issued with the tender submission.

Bidders attempting to contact Municipality staff or elected officials other than the contact(s) indicated within this request, for whatever reason during the bid process, are advised that such action may result in their disqualification from the process.

1.13 Bidders to Investigate

The Bidder shall be deemed to have satisfied themselves before Tendering as to the correctness and sufficiency of their bid for the completion of the work.

In addition, the Bidder shall obtain their own information on all matters and things that may in any way influence them in making their Tender and fixing the rates entered by them in the "Schedule of Items and Prices". The Bidder shall also satisfy themselves in all respects as to the risks and obligations to be undertaken under terms of contract.

1.14 Commencement of Work

The Tenderer shall be able to commence work on the supply and delivery of the unit upon receipt of the Letter Award and accompanying Purchase Order.

1.15 Requirements at time of Execution/Prior to Commencement of Work

The successful bidder will be required to submit the following documentation, in form satisfactory to the Municipality of Greenstone, at the time of the execution of the contract.

a) Letter of Best Delivery Date

1.16 Accessibility for Ontarians with Disabilities Act (AODA)

The Municipality of Greenstone supports the goals of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and establishes policies and practices which are consistent with the accessibility standards and the four core principles of dignity, independence, integration and equal opportunity. Under section 7 of O. Reg. 191/11, Integrated Accessibility Standards established by the AODA, the Municipality of Greenstone must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with staff or members of the public or other third parties on behalf of the Municipality receive training on accessible customer service.

All personnel must complete training that meets the requirements of the Integrated Accessibility Standards regulation and receive any applicable training as required on the AODA and its regulations

Access an e-learning course:

The training requirements can be fulfilled by completing the e-Learning course "Customer Service Standard Module", which can be found on the following website: http://accessforward.ca/

Requirements of the Integrated Accessibility Standards (Ontario Regulation 191/11): https://www.ontario.ca/laws/regulation/110191

Accessible formats or communication supports are available upon request. Email the Clerk at kristina.miousse@greenstone.ca or call 807-854-1100 ext. 2059.

1.17 Municipality Freedom of Information and Protection of Privacy Act

Please note that the Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.

If the Bidder wishes to protect from disclosure any or all of the documents that are submitted to the Municipality as part of their bid, a letter shall be submitted as an attachment to the Form of Tender to the attention of the Clerk, stating any or all of the documents that the Bidder wishes to protect, referencing the abovementioned legislation, and signed by a responsible officer. This letter will not guarantee that there will never be disclosure, but it does provide the groundwork for handling an application for disclosure by a third party under this legislation.

1.18 Municipality Purchasing Policy

The Municipality's purchasing policies form an integral part of this tender document. The Policy and Procedures as they are adopted apply to this tender process. A copy of the Municipality's current Purchasing Policy can be found on the Municipal Website www.greenstone.ca. The issuance of this bid call is made under the guidance of By-law 22-54 authorizing the Purchasing of Goods, Services and Construction Policy.

Section 2 Standard Specifications

2.1 Order of Precedence

In case of any inconsistency of conflict between the provisions of this Agreement and the Tender or any other document or writing the provisions of such documents shall take precedence and govern in the following order.

- a) Form of Agreement
- b) Addenda
- c) Form of Tender
- d) Information to Bidders

2.2 **Scope of Work**

All bidders must fill the qualifications sheet form (Schedule A) completely. Bids not returned with this form filled out completely will be disqualified.

Any blank spaces or noncompliance to Mandatory Requirements could result in the manufacturers bid submittal being disqualified.

2.3 No Increase in Rates

No Claim for increase in rates in the Form of Tender, or other prices quoted in the Contract will be entertained, nor shall the Bidder be entitled to make any claim on the grounds of misrepresentation, nor on the grounds that they were given any promise or guarantee by the Municipality or their agents or employees or any other persons.

2.4 **Description of Work**

The scope and purpose of this specification is to outline the specific requirements of the Municipality of Greenstone in respect of the Supply and Delivery of One (1) New Ice Resurfacing Machine.

2.5 **Demonstration**

An authorized representative of the manufacturer shall provide demonstration of the completed unit. One (1) day of orientation shall be provided and performed by a qualified representative of the manufacturer.

2.6 **Vendor Requirement**

The bidder must have been manufacturing ice resurfacers continuously, without interruption for a minimum of Twenty (20) years.

2.7 **Permits and Licenses**

The Vendor shall obtain all necessary notices, shall apply for all permits, licenses and inspections, and shall pay all fees associated with such to complete the work.

2.8 **Delays**

If the Vendor is delayed in the performance of the Work by an act or omission of the Vendor or anyone employed or engaged by the Vendor directly or indirectly, or by any cause within the Vendor's control, deductions will be made to the final payment certificate for all reasonable damages associated with such delayed performance in the amount of, but not limited to, any losses or damages due to delays.

2.9 **Insurance**

The Bidder shall indemnify and save harmless The Corporation of the Municipality of Greenstone and against all claims, demands, loss, damages, etc. The Bidder shall keep in force, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least Five Million (\$5,000,000.00) resulting from, or arising out of any act or omission on the part of the Bidder or any of his servants or agents during the execution of the Contract. The Bidder shall forward with the executed contract documents a certified copy of the policy or certificate naming The Corporation of the Municipality of Greenstone.

2.10 Health and Safety and WSIB

The successful bidder is required to conform to the Occupational Health and Safety Act related to the performance of the contract. In addition, the successful Proponent will be required to supply to the Municipality a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every sixty (60) days.

2.11 **Payments**

A Purchase Order will be executed by the Municipality upon award of contract.

Payment will be made upon delivery of the goods and final inspection by and to the satisfaction of the Municipality of Greenstone.

2.12 Additional Product Information

Bidders are encouraged to forward any equipment or warranty information, service rates for parts and labour additional to that information required in this Tender Form, which they wish to present with the Tender. This information will be used for confirming the specifications of the Unit and will not be used as an evaluation tool.

Section 3 Form of Tender

Documents.

o:	Municipality of Greenstone, Administration Office 1800 Main Street, PO Box 70 Geraldton, Ontario POT 1M0	
	The undersigned also undertakes to do all the Work required to sup deliver One (1) New Ice Resurfacing Machine in accordance we Contract Documents at the prices tendered as follows:	

- 1. The Schedule of Items and Prices shall form part of this Tender. If there is any conflict between the Tender Sum entered above and the correct summation of the lump sum prices, provisional sums and correct extensions of the unit prices and quantities entered in the aforesaid Schedule, the said summation shall take precedence.
- 2. This Tender is irrevocable for ninety (90) calendar days after the closing time, whether or not any other Tender has previously been accepted or not and whether notice of acceptance of another Tender has been given or not.

3. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.

SIGNATURE OF INDIVIDUALS.	CICEDO OE THE	
	ILCENS OF THE	COM ONALION

Duly Authorized Signing Officer
Duly Authorized Signing Officer

3.2 Schedule of Items and Prices

Bidders shall provide an all-inclusive price for the **Supply and Delivery of One** (1) **New Ice Resurfacing Machine** in Table 1 and provide pricing on optional items in Table 2.

The award will be based on the base unit price, exclusive of any optional price provisions.

SCHEDULE OF BID ITEMS AND PRICES

Table 1 – Base Unit Pricing

ITEM	DESCRIPTION OF WORKS		TOTAL PRICE
1	Supply and Delivery of One (1) New Ice Resurfacing Machine		\$
		Applicable H.S.T	\$
		Total	\$

Table 2 - Optional Items Pricing

ITEM	D	ESCRIPTION OF WORKS	TOTAL PRICE
1	Price for optiona	\$	
2	Six (6) replacem	nent Blade Sets	\$
3	Price for optional wheel wash system		\$
		Applicable H.S.T	\$
		Total	\$

3.3 **Delivery Information**

Bidders shall indicate the number of weeks from date of award/purchase order to delivery date to the Municipality.

Estimated Delivery Date	
FOB Longlac, Ontario	
	(Day/Month/Year)

Section 4 Tender Documents

4.1 Tender Check List

Tender Due Date: Contract Number: Contract For:	Thursday, July 21, 2022 RFT-PS-2022-09 Supply and Delivery of One (1) New Ice Resurfacing Machine			
This checklist is provided for the convenience of the Bidder to ensure that all required Tender documents have been completed and enclosed in the Tender envelope. Please check items required and return with your Tender.				
Co	orrect Forms (as provided)			
Pr	operly Signed			
Al	Items Bid			
Al	Addendum Returned with Tender (if applicable)			
Co	empleted Form of Tender Returned			
supporting documentation	er procedures, instructions to bidders and other and understand such procedures, instructions agree to the terms and conditions set forth in			
Signed by Bidder				

4.2 Tender Submission Label

From:		
Contact:		
Telephone:		

Deliver to:

The Corporation of the Municipality of Greenstone
Administration Office
Attn: Municipal Clerk
1800 Main Street, PO Box 70
Geraldton, Ontario POT 1M0

TENDER NUMBER: RFT-PS-2022-09

CLOSING DATE AND TIME: Thursday, July 21, 2022

No later than 2:00 p.m.

DESCRIPTION: Supply and Delivery of One (1) New Ice

Resurfacing Machine

Section 5 Schedule A

SCHEDULE OF SPECIFICATIONS

For each of the specific requirements, please indicate if the unit supplied conforms to the Municipality of Greenstone's actual specification. If not, please indicate manufacturer's actual deviation in the space provided in the "STATE ACTUAL" column and list additional information on a separate sheet of paper and/or supply pamphlets supporting the deviation. The Municipality reserves the right to review all stated deviations to determine acceptance or non-acceptance as best meets the needs of the Municipality, without penalty.

The specifications are based on but not limited to a Zamboni Model # 446. Alternate product bids must meet or exceed specifications. Detailed specifications must be provided on alternate models bid. Bids not meeting these minimum specifications will be disqualified.

SPEC	IFICATIONS	STATE ACTUAL: FILL IN NOTES FOR EACH ITEM
1.	VEHICLE WEIGHT	
1.1	Net Weight - Unloaded 2900 kg. approx. STATE	
1.2	Gross weight - Loaded 3600 kg. approx. STATE	
2.	PAYLOAD STATE	
3.	CURB WEIGHT STATE	
4.	WHEELBASE	
4.1	Wheelbase State	

SPEC	SIFICATIONS CONTINUED	STATE ACTUAL:
4.2	Turning Radius at conditioner State	
5. 5.1	VEHICLE DIMENSIONS Overall length	
5.2	Overall width	
5.3	Height – snow bin up	
5.4	Height – snow bin down	
6. 6.1	ENGINE Propane, 2.4 litre minimum Specify options available for emission reductions over standard engines Meets EPA Emissions in effect in 2020.	
7. 7.1	TRANSMISSION Automatic or hydrostatic	
7.2	State speeds/gears	
7.3	Full time four wheel drive transfer case	
8. 8.1	AXLES Front and rear axles must be capable of supporting the maximum load of the equipment	
9. 9.1	SUSPENSION The suspension must be capable of supporting the maximum load of the equipment	

SPEC	IFICATIONS CONTINUED	STATE ACTUAL:
10. 10.1	BRAKES Power assisted self-adjusting 4 wheel disc	
11. 11.1 11.2	STEERING Power hydraulic Adjustable/tilt steering wheel	
12.0 12.1 12.2 12.3	ELECTRICAL Negative ground system 105 amp rating alternator 600 CCA battery	
13. 13.1 13.2	EXHAUST SYSTEM To be equipped with heavy duty (low noise) type muffler Vertical exhaust pipe must extend a minimum of 2.15m above ice surface	
13.3	To be equipped with 3-way catalytic Purifier and Fuel Management System	
14.1 14.2	FUEL SYSTEM To be equipped with manual switching system, convenient to the operator Mounting brackets for propane tanks and two LPG cylinders	

SPEC	IFICATIONS CONTINUED	STATE ACTUAL:
15.	WHEEL AND TIRES	
15.1	225/75R16 black wall studded snow tires, load range D	
15.2	Tungsten tipped studs	
15.3	Rust-resistant low maintenance alloy wheels	
16.	INSTRUMENTS	
16.1	Tachometer/hour meter gauge	
16.2	Voltmeter	
16.3	Oil pressure gauge	
16.4	Water temperature gauge	
16.5	Audio/visual warning system for oil/high temp	
16.6	Fuel gauge	
16.7	Low fuel warning light	
16.8	"Service Engine Soon" warning light	
17.	CONTROLS	
17.1	Conditioner	
17.2	Elevator	
17.3	Board brush	
17.4	Wash water	
17.5	Wash water control valve	
17.6	Snow breaker override	

SPECI	FICATIONS CONTINUED	STATE ACTUAL:
17.7	Snow dump	
17.8	Tire wash	
17.9	Lights	
17.10	Flood water control valve	
17.11	Blade adjustment handle	
18. 18.1	HYDRAULICS 72 L litre tank minimum with fluid level gauge	
18.2	Strainer – 125 micron, minimum	
18.3	Filter – 20 micron, minimum	
18.4	Must have relief valves to protect components	
18.5	To be equipped with a hand pump for manually raising conditioner and snow dump in the event of engine failure	
19. 19.1	BLADE 195 cm shaving width minimum	
20. 20.1	CONDITIONER 22 cm clearance under conditioner in up position	
21. 21.1	BUMPER WHEELS Front – non marking urethane	
21.2	Conditioner – non marking urethane	
21.3	Board Brush – non marking urethane	

SPEC	IFICATIONS CONTINUED	STATE ACTUAL:
22.	TANKS	
22.1	Flood Water – stainless steel tanks with water drain valve & water level gauge	
22.2	Wash water system – stainless steel tank	
23.	SNOW BIN	
23.1	Steel bin	
23.2	Interior coating – epoxy primer, urethane enamel	
23.3	Exterior coating – epoxy primer, undercoating	
23.4	Must be front dump model	
24.	NOISE LEVELS	
24.1	1000 RPM engine – 70 DBA	
24.2	1500 to 1900 RPM – 82 to 85 DBA	
25.	PAINTING	
25.1	Manufacturer's standard	
26.	BROCHURES	
26.1	The manufacturer's standard descriptive specification literature should accompany tender form, including pictures of the actual vehicle and Important Features Clearly Marked.	
27.	MANUALS	
27.1	(3) Operator's manuals plus a digital manual if available	
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SPEC	IFICATIONS CONTINUED	STATE ACTUAL:
27.3	Attach full particulars regarding maintenance:	
28.	SAFETY FEATURES	
28.1	Vehicles supplied must meet the provisions of the Canada Motor Vehicle Safety Act and Regulations made thereunder which are in effect on the date of manufacture of each vehicle	
28.2	Must meet ALL Regulations, both Provincial and Federal in effect on the date of the manufacture of the unit	
29.	WARRANTY – Minimum 2 Year	
29.1	The performance and material warranty should be fully stated and attached to the tender.	
29.2	Dealer should supply a full description of all extended warranties available including additional costs.	
29.3	Bidders are encouraged to submit full details and options/alternatives in regard to Warranty and/or Service.	
30.	VEHICLE INFORMATION	
30.1	List of supplied filters/wear parts, lubricants/oils/grease, etc.	
30.2	List of service parts, type/part no. i.e. plugs, filters, belts, etc., to accompany manuals	
31.	DELIVERY	
31.1	Delivery of this equipment shall not be considered complete until the manuals have been delivered.	

SPEC	IFICATIONS CONTINUED	STATE ACTUAL:
32.	DEMONSTRATION	
32.1	Successful bidder must provide, without charge to Greenstone, a practical (hands-on) demonstration and training session at the manufacturers specified location	