



**Municipality of
Magnetawan**

P.O. Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0

Lead Contact: Scott Edwards
Public Works Superintendent
P.O. Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0

Email: publicworks@magnetawan.com

Request for Proposal

Project Name: “RFP 2023-02 Municipal Rubber Tire Backhoe”

Date of Issue: Monday April 17, 2023

Proposal Submission Deadline: Wednesday May 24, 2023, by 3:00 p.m.

Section 1 Introduction and General Instructions

1.01 Introduction

The Municipality of Magnetawan is inviting proposals for the supply of one (1) Municipal Diesel Driven, Four Wheel-Drive Rubber Tire Backhoe Loader. The successful proponent shall supply a 'turn-key' operational Rubber Tire Backhoe.

This Request for Proposals document (and any other applicable attachments or addenda) is available in PDF format through the Municipality of Magnetawan's website at www.magnetawan.com

Any information contained in the Request for Proposal that is changed by the Bidder (except for filling in the blanks) will be grounds for disqualification.

Magnetawan's Procurement By-law is available for review at the Municipal Office or on the website.

1.02 Submission of Proposals

Proposals shall be submitted in the form and format specified in Section 3 and shall include the completed Form of Proposal included as Section 5 at the end of this document. A designated signing officer authorized to bind the Bidder to the provisions of their Proposal must sign the Form of Proposal. Any addenda issued by the Municipality of Magnetawan in accordance with Subsection 1.06 must be acknowledged by the Bidder on the Form of Proposal.

All hard copy proposals must be signed, sealed, the envelope marked with the Bidder's name and the Project Name, and received by: The Municipality of Magnetawan, P.O. Box 70, 4304 Hwy 520, Magnetawan, ON P0A 1P0.

Electronic submissions will be accepted in response to this RFP. Electronic submissions will not be reviewed until the proposal opening date.

Faxed submissions will not be accepted.

Project Name: RFP 2023-02 Municipal Rubber Tire Backhoe

Proposals must be received no later than Wednesday May 24, 2023, by 3:00 p.m.

Proposals must not be restricted by a statement added to the Form of Proposal or by a covering letter, or by alterations to the Form of Proposal supplied unless otherwise provided in the RFP.

The onus unequivocally remains with the Bidder to ensure that the Municipality of Magnetawan receives proposals delivered or sent by courier prior to the Proposal Submission Deadline, in accordance with the submission process described in this section. Proposals received after the Proposal Submission Deadline will not be considered.

1.03 Contacts

All questions or inquiries must be made in writing or email to the Lead Contact named below, by the specified date and time:

*Scott Edwards
PO Box 70, 4304 Hwy 520
Magnetawan, ON
POA 1P0
publicworks@magnetawan.com*

IMPORTANT: A Bidder may be disqualified if they make inquiries, between the Proposal issue date and the notification of the Award, in a manner other than that described in this RFP or to anyone involved in the process who is not the Lead Contact, including but not limited to the members of Council. This is to ensure that each Bidder receives the same information, and that no Bidder receives unfair treatment during the RFP process.

1.04 Schedule

The schedule set out herein represents the Municipality of Magnetawan’s best estimate of the schedule that will be followed, and it is intended to be a guideline.

The approximate schedule is as follows:

RFP issue date	Monday April 17, 2023
Final date of posting addenda	Thursday May 4, 2023 by 4:30 p.m.
Proposal Submission Deadline	Wednesday May 24, 2023 by 3:00 p.m.
Proposal Opening	Wednesday May 24, 2023 by 3:30 p.m.

1.05 Required Review and Clarification

Bidders shall carefully review this RFP. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Lead Contact to allow time for the issuance of any necessary addenda. Protests based on any omission or error or on the content of the RFP will be disallowed if these perceived faults have not been brought to the attention of the Lead Contact.

In submitting a Proposal, the Bidder acknowledges that they have read, completely understand, and accept the terms and conditions of the RFP in full. The Municipality of Magnetawan is not responsible for any misunderstanding of the RFP.

1.06 Amendments to the RFP

The Municipality of Magnetawan may issue addenda as they are received, clarify and/or modify certain aspects of the RFP prior to the Proposal Submission Deadline. No addenda shall be posted after **Thursday May 4, 2023**. to our website at www.magnetawan.com and shall be available in the Municipal Office.

1.07 Reserved Rights of the Municipality of Magnetawan

The Municipality of Magnetawan reserves the right to:

- a. make public the names of any or all Bidders and their quoted price.
- b. request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Proposal.
- c. adjust a Bidder's scoring or reject a Bidder's Proposal based on:
 - i) a financial analysis,
 - ii) information provided by references,
 - iii) the Bidder's past performance on previous contracts awarded by the Municipality of Magnetawan,
 - iv) the information provided by a Bidder pursuant to the Municipality of Magnetawan exercising its clarification rights under this RFP process; or
 - v) other relevant information that arises during the RFP process.
- d. verify with any Bidder or with a third party any information set out in a Proposal.
- e. check references other than those provided by any Bidder.
- f. disqualify any Bidder whose Proposal contains misrepresentations and/or any other inaccurate and/or misleading information or qualifications.
- g. disqualify any Bidder or the Proposal of any Bidder who has engaged in conduct prohibited by this RFP.
- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- i. select the Bidder other than the Bidder whose Proposal reflects the lowest cost to the Municipality of Magnetawan or the highest overall score.
- j. cancel this RFP process at any stage.
- k. cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables.
- l. accept or reject any or all Proposals in whole or in part.
- m. discuss with any Bidder different or additional terms to those contemplated in this RFP or in any Bidder's Proposal.
- n. if a single Proposal is received, reject the Proposal of the sole Bidder, and cancel this RFP process.
- o. to negotiate with the two lowest Bidder(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

1.08 Not Responsible for Costs

The Municipality of Magnetawan shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Proposal. The Municipality of Magnetawan shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting from the Municipality of Magnetawan exercising any of its expressed or implied rights under this RFP.

1.09 Proposal Expiry Date

Bidders hereby acknowledge that their Proposals shall be irrevocable for a period of 60 days from the Proposal submission deadline. Extensions to this period may be granted with the mutual agreement of the Municipality of Magnetawan and the successful Bidder and may be initiated by either party.

1.10 Confidentiality and Ownership

Any information provided to the Bidder by the Municipality of Magnetawan before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in any way unless otherwise identified or permitted by the Municipality of Magnetawan. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Municipality of Magnetawan. However, intellectual property, such as specific tools, templates, processes, etc. that the Bidder provides as part of the deliverables remains the property of the Bidder.

1.11 Invoicing

The Vendor will be solely responsible for submitting a proper invoice as defined in the Construction Act, R.S.O. 1990 to the Municipality in accordance with the schedule and requirements of Section 2.04. In addition to the statutory requirements of a proper invoice, Contractors shall also submit the following documentation to the Municipality:

- a. A valid WSIB clearance certificate that covers the invoice period;
- b. If holdback is being retained by the Municipality, then on the second invoice (if applicable) and every invoice thereafter, a Statutory Declaration from the Contractor declaring that all accounts for labour, subcontracts, productions, construction equipment, and other indebtedness which may have incurred by the Contractor in the substantial performance of the Work and for which the Municipality might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in the dispute on form CCDC 9A-2018 or some other alternative form acceptable to the Municipality; and
- c. Supporting documentation including weight tickets for materials used to substantiate the Work delivered and/or performed to date.

1.12 Method of Delivery of Invoices

- a. The Contractor shall send invoices to both the attention of the Municipal contact(s) specified in the Contract and the Treasurer. The Contractor shall reference the invoice Project Name in the email subject line and/or envelope.
- b. Invoices not received by the Municipal contacts set out herein as instructed will not be acknowledged or considered received by the Municipality.
- c. Invoices delivered after 4:00 pm between Monday to Friday or statutory holiday or weekend will be considered received on the next business day.

1.13 Processing of Proper Invoices

Failure of the Contractor to submit a Proper invoice will not be processed for the payment by the Municipality until a Proper invoice is received by the Municipality. It is the Contractor's responsibility to submit and re-submit a Proper Invoice to the Municipality whether the Municipality provides notice or not.

1.14 Payment Disputes

- a. Upon receipt of a Proper Invoice from the Contractor, the Municipality may approve or dispute – all or part of the contents of the Proper Invoice.
- b. If the Municipality does not agree with the invoiced Work or amounts, the Municipality will review the invoice with the Contractor and try to resolve the disputed amounts within ten (10) calendar days from the date of receipt. If the invoice cannot be resolved between the Municipality and the Contractor within ten (10) calendar days, the Municipality may pay the portion that it determines is owing and will include with the payment an explanation for any reduction of the invoiced amount. Any Notice of Non-Payment shall comply with the Construction Act.
- c. The Municipality may withhold payment under the Contract for any disputed amounts, without interest until such dispute is settled or resolved – informally or formally i.e., litigation, adjudication, or any formal dispute resolution procedure.
- d. No payment made under the Contract will constitute a waiver of any terms of the Contract or any other rights available at law or equity.
- e. Unless otherwise agreed to by the parties, the Municipality will not be liable for any charge or fees for late payment.
- f. If the Contractor is in any way indebted to the Municipality, either under the terms of the Contract or for any other reason, the Municipality shall have the right of set-off to the extent of such debt.

1.15 Freedom of Information

Any personal information required in the Proposal is received under the authority of the Municipality of Magnetawan. This information shall be an integral component of the submission. All written Proposals received by the Municipality of Magnetawan become a public record. Once a Proposal is accepted by the Municipality of Magnetawan and the contract has been awarded, all information contained in the Proposals may be available to the public, including personal information. Questions about the collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, as amended may be directed to the Lead Contact.

1.16 Additional Requirements

- a. A certified cheque made payable to the Municipality of Magnetawan in the amount of ten per cent (10%) of the total Proposal must be submitted with the Proposal, for deposit purposes. Deposit cheques of unsuccessful bidders will be returned within ten business (10) days of the Proposal opening. The cheque of the successful bidder shall be retained until the Municipality's acceptance of the completed work.

- b. The successful bidder may file with the Municipality of Magnetawan a completed Performance Bond. The Bond shall be signed and sealed by a recognized Bonding Company, in the amount of one hundred per cent (100%) of the total estimated Proposal. Upon receipt of such a bond, the Municipality of Magnetawan will return the Contractor's Proposal deposit cheque.

Section 2 Minimum General Specifications and Requirements

The successful Proponent/Bidder shall supply one (1) Municipal new Diesel Driven, , four-wheel drive Rubber Tire Backhoe Loader. The unit must be designed for Canadian rural service on mostly gravel roads. The complete machine must meet all W.C.B and D.O.T rules and regulations to operate in Ontario.

The following general specifications are meant to be a guideline for the proposal.

POWERTRAIN

- Engine - 99 to 115 horsepower. (Engine must comply with U.S. EPA Tier 4 Final / EU Stage IV off road emission requirements.)
- Transmission - shall be powershift with torque converter; clutch-free; fully.
- Synchronized with a minimum of four forward, two reverse speeds.
- Diesel
- Four-wheel drive
- 4WD shall be engaged at any time the machine is traveling under by activating switch on front console. An operator shall be able to activate the switch while the machine is moving at a speed under 12.5mph or stopped, with or without a load.
- Long life anti-freeze
- Centrifugal engine air pre-cleaner
- Water separator fuel filter

OPERATOR STATION

- OSHA approved ROPS/FOPS shall be integral with cab.
- Access to the cab shall be from the right and left side with protected, wide, rigid, self-cleaning steps and ergonomically located hand-holds
- Unit shall be equipped with illuminated electronic gauges with audible warning for: engine
- Coolant temperature, oil temperature and fuel level
- The machine will have a cab with a heater and air conditioner from the factory
- The seat shall be Air Ride swivel, with fully adjustable armrests and lumbar support
- AM/FM Radio
- Operator station should include two drink holders.
- State in-cab noise level – should not exceed 68 dB
- Front and rear windshield wiper with washer and interval / multi speed function
- Hour meter
- In cab storage compartment
- Lockable door, windows, and all exterior compartments
- Universal key for door, compartments, and ignition (one key)
- Include 3 (Three) universal keys
- Horn

- Back – up alarm 97 dB
- Toolbox
- Fire extinguisher
- Sun visor
- Rubber floor mat
- Dust screen for front radiator grill

GENERAL SPECIFICATIONS

- Alternator heavy duty
- Battery - maintenance-free
- The battery(ies) shall be accessible without the use of hand tools to remove panels, toolboxes, etc.
- Machine shall have easily accessible battery connections to aid in jump-starting machine or other machines
- Fuel tank - minimum 140 L
- Fuel tank shall contain a debris screen
- Heater, Engine Block minimum 1000 watts
- Goodyear tires shall be no less than 12.5/80-18 12PR (front) and 19.5 – 24 12PR (rear)
- All valve stems to be protected by metal valve stem covers
- Front tires shall ride inside loader bucket cutting width
- Rear axle shall have differential lock with "on-the-go" engagement
- Brakes - Oil (wet) disc
- Foot-operated brake pedals shall be able to be interlocked.

BACKHOE

- Extendable stick
- Digging depth minimum 14 feet
- The stabilizer valve will be two directional, anti-drift
- The stabilizer shall have reversible pads
- Truck loading height minimum 12 feet
- Hydraulic thumb attachment for the backhoe
- Twist-o-Wrist
- Quick change back bucket
- 24" Tooth Bucket
- 30" Ditching Bucket
- Backhoe shall be equipped with a swing transport lock
- Backhoe shall be equipped with a boom lock that can be controlled from the seat
- Backhoe joystick shall be equipped with a quick idle down feature that lowers the engine speed to 1,000 rpm
- Pattern changer shall be available for switching Backhoe and Excavator control patterns with an electric switch, located within the operator's station
- Backhoe controls shall be available as pilot operated joystick controls with a standard pattern changer for SAE excavator or ISO backhoe control patterns
- Backhoe shall be controlled with adjustable excavator style pilot operated joystick controls

LOADER

- SAE heaped capacity, minimum 1 cubic yard
- Loader bucket shall be suitable for general purpose with heavy-duty characteristics including high strength wear material in the leading edges of the lower side corners, equaling the material properties of the base cutting edge
- Loader bucket base cutting edge shall be specially hardened steel, achieving Rockwell hardness of 50 or greater
- Loader bucket shall have at least a 2-piece bolt-on cutting edge for serviceability
- 1.31CYD (1.00m3) General Purpose bucket. Machine shall meet the following specifications:
 - Minimum breakout force of 11,216 lbs. (49.9 kN)
 - Minimum dump clearance of 8'9" (2654 mm) at full lift and 44-degree discharge
 - Minimum dig depth of 4" (111 mm)
 - Minimum hinge pin height 11'5" (3488 mm)
 - Minimum lift capacity 7,416 lbs. (3364 kg)
 - Minimum rack back angle at Ground Level of 36 degrees
- Quick change front bucket
- Quick change front forks
- Loader bucket shall be self-leveling for truck loading spoil and equipped with a bucket tilt indicator
- Loader shall have positive down pressure sufficient to lift tractor front end off level ground
- Loader shall be equipped with a lift cylinder brace to mechanically hold the loader arms in the raised position
- To be Plumbed for a SweepKing Hydraulic Broom and Electronic Switch

OTHER EQUIPMENT

- Auto Ride-Control to smooth the ride under all operating conditions
- LED beacon amber light
- Work lights 4 (Four) front and 4 (Four) rear
- Head lights high / low beams
- LED tail, brake and signal lights
- Vendor to supply complete service and parts manuals in CD format.
- Two (2) operator manuals, paper

WARRANTY

- Extended Warranty - 5 Years
- Vendor to be able to provide service on warranty work within 24 hours of notification of a problem

The proponent vendor is expected to provide a full set of specifications, for each component system (including hydraulics), in their proposal. Although price is of significance, the proponent vendors are encouraged to put forward a good quality package. The Municipality is looking for durability as well as value. The fore-going are minimum guidelines only, however, any significant dimensional change should be high-lighted for consideration. Bidder to consult attached Specifications sheets.

The proponent vendor shall have a licensed service facility within a reasonable distance from Magnetawan for the provision of major maintenance service and/or repair.

The delivery of the proposed unit to the Municipality of Magnetawan shall not be later than **one hundred and eighty calendar days after award by Council.**

Section 3 Requirements

3.01 Submission

For the Municipality of Magnetawan to evaluate Proposals fairly and completely, Bidders shall provide **all** information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Bidder being disqualified or scoring poorly in the evaluation.

Each Proponent shall submit one (1) set of their Proposal, containing the following items:

• An indication of the Proponent's understanding of the project scope and requirements, including how the specific required services shall be met.	
• List of equipment type including description	
• An overview of the Proponent's experience and expertise, as well as the expertise of any sub-contractors that will be involved as part of the Proponent's team.	
• A Completed proposal package including signatures.	
• Proposal Addendums signed by Proponent for acknowledgement.	
• All necessary funds.	

3.02 Evaluation Criteria, Process and Award

The Municipality of Magnetawan may make an award based on the proposals received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFP.

The evaluation committee will recommend Award to Council for the Bidder achieving the specifications required and the lowest price.

The successful Bidder shall be notified of the Award in writing to the e-mail address given on the Form of Proposal, and/or may be contacted verbally by the Lead Contact.

Section 4 Evaluation of the Proposals

4.01 Evaluation Criteria, Process and Award

As part of the evaluation process, the Municipality of Magnetawan may contact one or more Bidders to clarify or obtain more information about their Proposal or to request the Bidder to exhibit or otherwise demonstrate the information contained therein. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP identified by the evaluation committee. The Lead Contact will only hold discussions with Bidders who have submitted a proposal deemed to be reasonably acceptable for Award.

The Municipality of Magnetawan may make an award based on the proposals received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFP.

4.02 Basis of Rejection of Proposal

Proposal not conforming to the requirements within this document and/or the following will be disqualified:

- a. Proposal must be legible, in ink, typewritten, or by printer.
- b. Proposal must be in the possession of the Municipality of Magnetawan by the closing date and time and on form provided.
- c. Proposal must be signed and sealed by an authorized official of the bidding organization. A joint proposal must be signed and sealed by each company.

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and understands and accepts the said conditions and specifications, and for the prices set forth in this proposal, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Attached to this proposal is a certified cheque, in the amount of 10% of the total proposal, made payable to the Municipality of Magnetawan. The proceeds of this cheque shall, upon acceptance of the proposal, constitute a deposit which shall be forfeited to the Municipality of Magnetawan if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this proposal.

It is also agreed that upon acceptance in writing by the Municipality of Magnetawan this proposal form becomes the agreement for the performance of the work between the contractor and the Municipality.

4.03 Maximum Evaluation Points Summary

Specification & Quality

40 points

- Demonstration and documentation proving that the proposed vehicle meets or exceeds the minimum specifications, data spec sheets, and photographs. Evidence of a durable high-quality package.

Price & Delivery

30 points

- Demonstration and documentation that the proposed unit is priced within reason when quality is considered, and that the unit can be delivered within the six-month time window.

Vendor's Background, Experience, and References

10 points

- The Bidder's experience in heavy equipment sales and services, and business references.

Breakdown of Costs

10 points

- Breakdown of costs, line items are complete and reasonable.

Distance to Service Facility

10 points

- Distance in kilometres to proponents licensed service facility.

Maximum Points Available

100 points

The successful Bidder shall be notified of the Award verbally or electronically by the Lead Contact.

Section 5 Form of Proposal

I/We, the Undersigned, having examined this Request for Proposals, do hereby offer to enter into an Agreement with the Municipality of Magnetawan to act as Engineer of Record under the terms as included.

I, We _____
(Name-Print) (Position)

of _____
(Company Name)

Dated at _____ this _____ day of _____, 2023.

AUTHORIZED SIGNATURE

STREET ADDRESS

CITY PROVINCE POSTAL CODE

TELEPHONE NO. FACSIMILE NO. E-MAIL ADDRESS

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below.
Last posted addendum on the website on Thursday May 4, 2023 _____

Signature in the designated space, by an authorized officer of the Bidder's company affirms acceptance of the Request for Proposal requirements set forth in this document, the associated costs attributed to the business arrangement between the Bidder and the Municipality of Magnetawan, and hereby certifies that the information supplied in this proposal to be true and complete in all respects.

Company Seal

The following required information may be forwarded on the Vendor's forms and should include all manufacturers specification and submitted with the overall package. However, the information requested here, specifically should be clearly presented, easily understood, and easy to find.

Make:

Model:

Engine:

Warranty

Distance from Municipality of Magnetawan to Service facility: _____ km

Location of Service facility:

Price: \$ _____ (*HST not included*)

Other relevant information: