



Township of Adelaide Metcalfe

REQUEST FOR TENDER #PW-12-2023

FOR A MOTOR GRADER

TENDER CLOSING DATE: DECEMBER 12, 2023, BY 12:00 P.M. (LOCAL TIME)

Bids must be directed to the Township of Adelaide Metcalfe, clearly marked as “RFT# PW-12-2023, MOTOR GRADER”, and can be submitted through one of the following methods:

1. Place the sealed envelope and submit to the drop box based at the front door at the Township of Adelaide Metcalfe Building, 2340 Egremont Drive, Strathroy, ON N7G 3H6; or
2. Submit the Bid in-person at the front desk inside the Township building at the address noted above.

RETURN TO:

**Coulter Cahill - Public Works Manager
Township of Adelaide Metcalfe
2340 Egremont Drive
Strathroy, ON N7G 3H6**

TENDER RECEIVED LATE WILL NOT BE ACCEPTED.

TENDER RECEIVED BY EMAIL WILL NOT BE ACCEPTED.

INFORMATION TO BIDDERS

1.0 DEFINITIONS

In this "Information to Bidders", the following terms have the following meanings:

- 1.1 **"Administrator"** means the Township's Manager of Public Works or any individual designate by him/her for the purpose of this RFT.
- 1.2 **"Award of Contract"** means Resolution and By-law passed by Township Council to award a Contract to a recommended Bid.
- 1.3 **"Bidder" or "Respondent"** means an individual or entity, which has responded to this RFT by providing a Bid submission.
- 1.4 **"Closing Date and Time"** means December 12, 2023, at 12:00 p.m. (local time).
- 1.5 **"Contract"** means a potential agreement to provide the motor grader described in this RFT, which is formed only after a resolution and by-law passed by Council, which may or may not result from this RFT at the discretion of Council.
- 1.6 **"Council"** means the Council for the Corporation of the Township of Adelaide Metcalfe.
- 1.7 **"Equipment and Materials"** means the technical requirements identified in *Schedule "A"* that is attached to this RFT.
- 1.8 **"Evaluation Committee"** means the staff and stakeholder committee assembled by the Township of Adelaide Metcalfe to evaluate Bids pursuant to this RFT.
- 1.9 **"Form of Potential Contract"** means in the event that the Council confirms the existence of the highest scoring compliant Respondent, the parties shall execute an agreement mutually acceptable to both the Council and the legal counsel of the Township of Adelaide Metcalfe. Should the parties fail to reach such an agreement within thirty (30) days, this arrangement shall terminate without any financial obligations on either party, and the Township of Adelaide Metcalfe may proceed to negotiate with the next highest Bidder or terminate this RFT opportunity.
- 1.10 **"Project"** means the supply of a motor grader in accordance with the attached *Schedule "A"*.
- 1.11 **"Response Form"** means the Response Form attached to this RFT as *Schedule "B"*.
- 1.12 **"Recommendation"** means a recommendation by the Administrator of this RFT, which is a recommendation only, and which Council may approve or disapprove at its discretion.
- 1.13 **"RFT"** means Request for Tender #PW-12-2023.
- 1.14 **"RFT Documents"** means Request for Tender #PW-12-2023, inclusive of all of its Appendices: Mandatory Specifications (*Schedule "A"*); Response Form (*Schedule "B"*); Performance Bond (*Schedule "C"*), Price Submission Form (*Schedule "D"*), References (*Schedule "E"*), and any documents incorporated by reference into the RFT.

- 1.15** “**Services**” means the supply of a motor grader to the Township of Adelaide Metcalfe, as detailed within the conditions specified in this RFT, the technical specifications provided in *Schedule 'A'* attached hereto and further described in section 2.5(1) of this RFT.
- 1.16** “**Specifications**” means the requirements and technical specifications of the motor grader as outlined in this RFT and *Schedule “A”*.
- 1.17** “**Tender**” or “**Bid**” or “**Bid submission**” means an offer from any individual, person or entity submitted in response to this RFT to provide a motor grader, which is to be held open for the consideration of the Township of Adelaide Metcalfe and may be accepted or denied by the Township of Adelaide Metcalfe at the sole discretion of its Council.
- 1.18** “**Total Bid**” means the overall sum quoted for the provision of a motor grader to the Township of Adelaide Metcalfe.
- 1.19** “**Township of Adelaide Metcalfe**” or “**Township**” means the Corporation of the Township of Adelaide Metcalfe.

2.0 INTENT OF THE PROJECT, PROCEDURE AND ADMINISTRATION OF THE RFT

- 2.1** The Township extends an invitation for Bids from eligible motor grader suppliers. The purpose of this invitation is to procure a motor grader that complies with all the specified requirements and specifications as outlined in *Schedule 'A,'* which is attached hereto and incorporated herein by reference as an integral part of this RFT. Further, additional details concerning the motor grader's specifications are available in section 2.5(1) of this RFT, which delineates the responsibilities of the Bidder. The Bidder is solely responsible for ensuring a thorough comprehension of the stipulated requirements. In the event of any inquiries or questions, please adhere to the question procedure detailed in this RFT.
- 2.2** The Township's allocated budget for this Project is approximately \$420,000.00, and our goal is to remain within this budget. Bidders proposing higher amounts will not automatically be disqualified; however, this statement outlines our budgetary expectations, enabling bidders to align their bids accordingly. Bids that meet all mandatory specifications in the attached *Schedule 'A'* document and come closest to this budget amount will receive higher scores. In the event a Bid is accepted that fulfills all mandatory requirements, including experience and reference checks, but exceeds the budget of \$420,000; such acceptance is contingent upon obtaining approval from the Township Council. The Council reserves the right, at its sole discretion, to either provide or withhold this approval.
- 2.3** In the event that the Township's Council passes a resolution and by-law to enter into a Contract with a successful Bidder, said Bidder, if selected, shall assume full responsibility for providing a motor grader for the Township no later than March 31, 2024. Failure to deliver the required motor grader by the specified deadline shall constitute a material breach of the contractual relationship with the Contractor. An exception to this deadline may be granted solely at the Township's discretion if the successful Bidder demonstrates that an emergency has caused a delay in providing the aforementioned motor grader by March 31, 2024. In such cases, the Township reserves the right to extend the deadline, but retains the option to retain the provided Performance Bond and terminate any contractual agreement with the Bidder.
- 2.4** Bids to this RFT will be scored in accordance with the following scoring criteria:

ITEM	SCORING CRITERIA	SCORING WEIGHING
1.	Lowest Price: Bids will be evaluated on cost-effectiveness, considering the allocated budget of approximately \$420,000. Bids meeting all mandatory requirements as outlined in <i>Schedule "A"</i> at the closest cost to this budget will be favorably scored.	80%
2.	Experience and Qualifications: Strength of demonstrated experience shall be evaluated based on the Bidder's history of supplying motor graders that align with the specifications outlined in <i>Schedule "A"</i> .	10%
3.	References: Strength and authenticity of the feedback provided by Bidders' references.	10%
100%		

2.5 This RFT specifies six (6) mandatory **(M)** requirements for bidding. Within these, three (3) are rated **(R)** components, which will be evaluated in accordance with the criteria outlined in the evaluation chart in section 2.4 above.

1) **Specification Compliance (M):** Bidders must submit a bid confirming compliance with all specifications in *Schedule "A"*. For each specification, clearly indicate "Yes" (complies) or "No" (does not comply). If unable to meet a specification, provide a detailed alternative in the comments section, demonstrating how it achieves an equal or superior outcome. The Township will review these alternatives to assess compliance.

- a. **Township's Review:** If the Township, at its sole discretion, determines that an alternative specification does indeed achieve an equal or superior result compared to the original specification, the bid will be considered compliant with the RFT.
- b. **Non-Compliance and Disqualification:** If a provided alternative is deemed not to meet or exceed the requirement, the bid may be disqualified. Bidders are encouraged to ensure their alternatives are robust and clearly articulated to avoid non-compliance.

2) **Lowest Price Evaluation (M)(R):**

- a. **Specification Compliance and Total Price:** Bidders are required to complete Schedule "D" attached to this RFT, providing a total price for the motor grader that meets all the specifications outlined in *Schedule "A"*.
- b. **Budget Consideration:** The Township's budget for this project is approximately \$420,000.00 as per section 2.2. Bids within this budget are preferred, though those exceeding it will not be automatically disqualified.
- c. **Evaluation of Cost-Effectiveness:** Bids will be assessed for their cost-effectiveness

relative to the allocated budget.

- d. **Favorability of Budget Alignment:** The closer a Bid's total cost aligns with the \$420,000 budget, the higher it will score, provided it meets all mandatory requirements outlined in Schedule "A".
- e. **Balance Between Price and Compliance:** While competitive pricing is crucial, adherence to specified requirements is important and mandatory. Bids significantly lower than the budget that fail to meet the required specifications will not be considered.

3) **Experience and Qualifications (M)(R):** Bidders must submit a written response detailing:

- a. **Demonstration of Prior Experience:** Provide a comprehensive account of your experience with similar projects, specifically those that align with the specifications in *Schedule "A"*. This should include examples of previous supply and delivery of motor graders, highlighting how these experiences make you a suitable candidate for this project; and,
- b. **Qualifications for Supplying Motor Graders:** Briefly outline your qualifications, emphasizing aspects directly relevant to the supply of motor graders.

4) **References (M)(R):** Bidders must provide a minimum of three (3) references for similar motor grader delivery projects, using the form provided in the attached Schedule "E".

5) **Fully Executed Response Form (M):** Bidders must submit a completed Response Form as per *Schedule "B"*.

6) **Agreement to Bond (M):** Bidders must submit an Agreement to Bond for a Performance Bond as outlined in *Schedule "C"* and section 12.

2.6 With respect to the Township's evaluation of Bids, Bids will be initially assessed to verify compliance with the six (6) mandatory requirements. If any of these mandatory requirements are missing from a Bid response, that Bid will be deemed non-compliant with this RFT and disqualified. If all six (6) mandatory requirements are met, Experience will be evaluated, scored at the discretion of the Evaluation Committee based on the Bidder's written response. Subsequently, references will be contacted, and their responses will be evaluated and scored at the discretion of the Evaluation Committee. The three (3) rated categories — Lowest Price, Experience/Qualifications, and References — will be combined to determine the overall highest scoring Bid as outlined in section 2.4 above.

2.7 This RFT, specifically in sections 4 and 5, outlines the process for advancing potential recommendations and contracts following the Evaluation Committee's Bid scoring. If the Township's Council confirms the highest scoring compliant Respondent, the parties shall execute a mutually acceptable Contract provided by the successful Bidder within thirty (30) days. This potential Contract must be acceptable to both Council and the Township's legal counsel. Failure to reach such an agreement will result in the termination of this arrangement without financial obligations on either party. The Township may then proceed to negotiate with the next highest Bidder or terminate this RFT opportunity.

- 2.8** Bidders, by submitting their respective Bids, acknowledge and agree that each of their Bids constitutes an offer to supply the Township with a suitable motor grader in accordance with the Specifications outlined in *Schedule "A"* of this RFT, at the price stated in their respective Bid Submissions. They further commit to keeping these offers open and honoring them should the Township's Council accept the offer by passing a resolution and by-law to enter into a Contract with a Bidder.
- 2.9** Bidders, through the submission of their respective Bids, acknowledge and agree that the mere recommendation of a potential contract by the Administrator of this RFT to Council does not constitute the formation of a contract for the supply of the motor grader to the Township. Such a Contract will only come into effect upon the passage of a resolution and by-law by Council, which Council may choose to pass or not, at its sole discretion (as specified in Section 4 of this RFT).
- 2.10** While it remains the Township's prerogative in its absolute and sole discretion to exclude any RFT submission from further evaluation or consideration for having failed to meet a mandatory requirement, the Township nevertheless reserves the right, at its absolute and sole discretion, to utilize the doctrine of substantial compliance to determine that an RFT submission substantively complies with a mandatory requirement. In such a case, substantive compliance means where the solution proposed or the proposal itself:
- (a) accomplishes a mandatory requirement using an alternative method than that envisaged by the Township; and
 - (b) the degree that the proposal is apparently non-compliant with the specified requirement is considered by the Township to be minor and not material to the overall procurement intent of this RFT.

3.0 DESCRIPTION OF DELIVERABLES AND SCOPE OF WORK

- 3.1** The Township is soliciting Bids from qualified Respondents capable of providing the required motor grader to the Township in accordance with the specifications outlined in *Schedule "A"*, which is incorporated as a part of this RFT.
- 3.2** By submitting a Bid, the Bidder hereby agrees that, should the Township choose to enter into a Contract with the Bidder by passing a resolution and by-law, the Bidder shall supply the motor grader at the price indicated in their submitted Bid. This supply must be completed by the specified deadline of March 31, 2024, as stipulated in this RFT.
- 3.3** Furthermore, the Bidder acknowledges and agrees, without limitation, that the Township shall bear no liability for any expenses, costs, losses, or any direct or indirect damages incurred or suffered by the Bidder or any third party as a result of any changes to the specifications detailed in *Schedule "A"* that are deemed necessary by the Township.
- 3.4** In the event a Bidder is selected as the successful party, they shall assume the responsibility of delivering the motor grader to a location designated by the Township. The precise address will be confirmed and communicated upon the selection of the successful Bidder.

4.0 POTENTIAL RECOMMENDATION, POTENTIAL CONTRACT, AND CANCELLATION OF THIS RFT

- 4.1** This RFT does not commit the Evaluation Committee of this RFT to make a recommendation to Council and does not require Council to approve a Contract with a Bidder. As confirmed by the "Acceptance

and Rejection of Bids" section below, the Township reserves the right to accept or reject any or all Bids submitted under this RFT if it is determined by the Township in its sole discretion that it is in its best interest to do so. Even in the event only one (1) Bid is received, the Township reserves the right to reject it. Without limiting the foregoing, the Township reserves the right to cancel this RFT without determining a recommended Bid and without awarding a Contract if doing so is determined by the Township in its sole discretion to be in its best interest.

- 4.2** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the Project.
- 4.3** In the event that all Bids are rejected by the Township, or this RFT is cancelled without Council passing a resolution and by-law to enter into a Contract, the Bidder hereby agrees that the Township shall in no manner be responsible for the payment of any costs incurred in the preparation for the Tender and the Bidder does hereby release the Township, including their respective Mayor, councilors, employees, officers, legal counsel and agents from and against any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which arise out of or are in any way related to the preparation and submission of a Bid to this RFT.
- 4.4** The issuance of this RFT does not commit the Township to awarding a Contract. Whether or not Council passes a resolution and by-law to enter into a Contract is entirely at the discretion of Council and cannot be pre-judged or guaranteed. In the event that there is a staff recommendation made by the Administrator of this RFT, such recommendation is non-binding, and is subject to Council consideration.
- 4.5** In the event Council considers but does not approve a recommendation made by the Administrator of this RFT for any reason whatsoever and Council proceeds to cancel this RFT, the Bidder hereby agrees that the Township is in no manner responsible for the payment of any costs incurred as a result of Council's decision or in the preparation for the Tender, and the Bidder hereby releases the Township, including their respective Mayor, councilors, employees, officers, legal counsel or agents from any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which in any manner arises out of or is in any manner related a Bidders' preparation and submission of a Bid for to this RFT.

5.0 ACCEPTANCE AND REJECTION OF BIDS

- 5.1** The Township reserves the right in its sole and absolute discretion to:
- (a) Make public the names of any or all Bidders;
 - (b) Verify with any Bidder or with a third party any information set out in its Bid;
 - (c) Waive minor formalities and accept Tenders which substantially comply with the requirements of this RFT, but the Township shall not allow any blank space in any Tender to be filled in after the Closing Date and Time;
 - (d) Accept or reject any Bid which in the view of the Township is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the Township considers unbalanced, or which is accompanied by an Agreement to Bond issued by a surety not acceptable to the Township;
 - (e) Assess the ability of the Bidder to perform any potential contract and may reject any Bid where, in the Township's sole estimation, the personnel and/or resources of the Bidder are insufficient or the list of previous comparable projects completed by the Bidder and listed in its Tender are deemed to be deficient by the Township;

- (f) Disqualify any Bidder whose Bid contains misrepresentation or any other inaccurate or misleading information;
- (g) Disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFT;
- (h) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner determined by the staff Administrator of this RFT in his sole and absolute discretion and prior to the Closing Date and Time;
- (i) Accept any Bid in whole or in part;
- (j) Reject any or all Bids, including without limitation the lowest Bid;
- (k) Recommend to Council any Bid which the Township in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in this RFT or herein; and/or
- (l) Reject any Bid from any person or corporation, or any person or corporation which has a non-arm's length relationship with a person or corporation who currently has or has in the past, had a legal dispute, claim or legal proceeding against the Township with respect to any contracts, bid submissions or business transactions.

5.2 These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances the Township shall be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Township any of its express or implied rights under this RFT.

6.0 DATE OF COMPLETION

6.1 The motor grader must be provided to the Township by March 31, 2024.

6.2 Requests for extensions of time may be considered if the Township deems that exceptional circumstances justify such an extension. Whenever feasible, a written notice of at least fifteen (15) days must be provided to the Township to request such an extension. The final decision on granting an extension rests solely with the Township and will be made at their discretion.

7.0 LEGAL CLAIMS

7.1 No Tender will be accepted from any individual, person, or entity which has a claim or has instituted a legal proceeding against the Township, or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

8.0 QUESTIONS

8.1 Questions related to the Tender Documents shall be emailed to the Manager of Public Works (ccahill@adelaidemetcalfe.on.ca) for clarification with respect to this RFT, and must be submitted no later than **December 6, 2023**, by 12:00 p.m. in order that Township staff may have sufficient time to respond. The Township reserves the right to extend the deadline for questions if required regarding this RFT.

8.2 The Township reserves the right to revise this RFT up to the final date for the deadline for receipt of Bids.

- 8.3** Any necessary Addenda to this RFT will be posted on <http://www.adelaidemetcalfe.on.ca/> only. The Township at its discretion may or may not change the date for Bid submissions depending on the date and extent of any Addenda.
- 8.4** During the Tendering stage, to ensure transparency and quality of information provided to Bidders, enquiries received and the replies to such enquiries, if any, will be provided in writing in an Addendum, which will be made available to all Bidders and posted on <http://www.adelaidemetcalfe.on.ca/>, without revealing the source of the enquiry. Bidders should reference as accurately as possible the numbered item of the Tender to which the enquiry relates.
- 8.5** It is the sole responsibility of each Bidder to check the aforementioned website often to review any Addenda. The onus is unequivocally on the Bidders to ensure that they have reviewed all Addenda prior to submission of their Bids. The Township is not responsible or liable whatsoever for misdirected notices of solicitations or for misdirected Addenda.
- 8.6** The Bidders are solely responsible to make any adjustments to their Bid required as a result of the Addenda and ensure that the re-submitted Bid is RECEIVED by the Township no later than the Closing Date and Time.
- 8.7** Late Bids are not permitted.

Disclaimer:

The Township makes every effort to keep its website up and running smoothly, due to the nature of the Internet and the technology involved, the Township assumes no responsibility or liability whatsoever for any temporary interruptions to, or unavailability of its website due to any technical or other issues which are beyond the control of the Township, or for any loss, injury or damage suffered by any party which may result from accessing or using the website, or from any inability to use or access this website for any reason whatsoever. The Township will not be liable for any false, inaccurate, outdated, inappropriate or incomplete information presented on the website and assumes no responsibility for any damages arising out of the use of the website.

9.0 ACCOMODATIONS FOR BIDDERS WITH DISABILITIES

- 9.1** In accordance with the Ontario *Human Rights Code* (“HRC”), *Ontarians with Disabilities Act, 2001* (“ODA”) and *Accessibility for Ontarians with Disabilities Act, 2005* (“AODA”), the Township will accommodate for a disability, ensuring full and equitable participation throughout the bid process.
- 9.2** If a Bidder requires this RFT in a different format to accommodate a disability, the Respondent must contact the staff Administrator as soon as possible and in any event prior to the Closing Date and Time. The RFT in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

10.0 RESPONSE FORM

- 10.1** All Bids shall be in the form specified in the Response Form (*Schedule “B”*). The Response Form shall be included in the Bidder’s submission and delivered to the Township’s Administration Office. Due to COVID-19 protocol, the public will likely not be able to attend inside the building but rather there will be a drop box based at the front door for submission packages.

- 10.2** The Bidder shall furnish in the space provided in the Form of Tender. Bid submissions which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.
- 10.3** Bidders must complete the Response Form in its entirety; otherwise, the Tender may be rejected due to an incomplete Bid. Should any uncertainty arise as to the proper manner of completing the Response Form, the Bidder may submit a question by e-mail to the staff Administrator (ccahill@adelaidemetcalfe.on.ca).

11.0 CONFIDENTIALITY

- 11.1** The Respondent acknowledges that any and all information relating to the business and affairs of the Township that is not a matter of public record is confidential.
- 11.2** All documentation submitted to the Township by Respondents to this RFT is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("**MFIPPA**"), which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The Township Clerk has been designed by Council to make privacy determinations in accordance with *MFIPPA*.
- 11.3** All Bids **shall** be submitted by the Respondent on the understanding that the Bids shall become the property of the Township, and may be made public by the Township as part of a public Council agenda. Should a Respondent believe that their Bid contains a trade secret or technical, commercial, financial, or labour relations that could reasonably be expected to prejudice its competitive position, it **must** state the portions of the Bid that are so affected in his/her/its Bid. In the event such statement is made in a Bid, the Township will make a reasonable attempt to treat such material as confidential, subject to its limitations under section 239 of the limitations of *Municipal Act* and the provisions of *MFIPPA*, as amended or replaced. In light of the above-noted municipal limitations, the Respondent does hereby fully release and hold harmless the Township, including their respective Mayor, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in his/her/its respective Bid, including proprietary and personal information, in the event the Bid is considered at a Township Council meeting, is required to be disclosed pursuant to the provisions of *MFIPPA*, or is ordered to be disclosed by the Office of the Privacy Commissioner.

12.0 PERFORMANCE BOND

- 12.1** Bids must be accompanied by an Agreement to Bond for a Performance Bond of \$5,000.00, made payable to "The Corporation of the Township of Adelaide Metcalfe."
- 12.2** This Agreement to Bond must be underwritten by a surety company licensed to operate in Ontario.
- 12.3** The successful bidder will subsequently cover all Performance Bond-related expenses. Note that the Township will not pay interest on the bond deposit.
- 12.4** The Township will accept only those Agreement to Bond forms that comply with the exemplar in *Schedule "C,"* fully executed by a qualified surety in Ontario.

- 12.5** Should your bid be successful and a contract awarded by Council, you are then obliged to provide the actual Performance Bond of \$5,000.00 as outlined in this RFT's section 12. The Performance Bond, conforming to the form in *Schedule "C"* or another commercially acceptable format, must be delivered within ten (10) days of the potential contract's approval and before any work begins. Failure to submit the Performance Bond will be considered a fundamental breach, allowing the Township to terminate the contract. The Performance Bond will be retained until the motor grader's delivery and operational status are confirmed in writing by the Project Manager. Upon such confirmation, the Performance Bond will be returned without delay. Note that at the bidding stage, only the Agreement to Bond is required; the actual Performance Bond is necessary only upon contract execution.

13.0 POTENTIAL RECOMMENDATION

- 13.1** Subject to the Township's reserved rights and privileges set out in this RFT, including the right to accept or reject any Bid, including the lowest Bid, and subject to the Township Council's sole, unfettered and absolute discretion to award of any potential Contract, any recommended Bid shall be the compliant Bid with highest score in accordance with the scoring criteria set out in section 2.4.
- 13.2** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the Project at any time.

14.0 POTENTIAL CONTRACT

- 14.1** In the event that a Recommendation is made by the Township, and Township Council, at its discretion, subsequently passes a resolution and by-law approving the award of a contract with a Respondent, the parties shall enter into a Contract that is mutually acceptable to both the Council and the legal counsel of the Township of Adelaide Metcalfe. If the parties are unable to reach such an agreement within thirty (30) days, this arrangement shall terminate without imposing any financial obligations on either party. Subsequently, the Township may choose to re-procure the Project, initiate negotiations with the next highest Bidder or terminate this RFT opportunity.

15.0 CLOSING DATE AND TIMELINE

- 15.1** Tenders must be received by 12:00 p.m. EST on December 12, 2023.
- 15.2** Timeline of RFT Events below:

Event	Date
Posting of this RFT	November 28, 2023
Final date for submission of clarification questions (by 12:00 p.m. EST)	December 6, 2023
Deadline for receipt of proposals (by 12:00 p.m. EST)	December 12, 2023
<p>Potential Date for Contract consideration</p> <p>Please Note: <i>It is expected that Township Council may contemplate awarding a contract at its meetings scheduled for a date in December 2023. However, please be aware that this timeline is entirely subject to change at the Township's sole discretion. In the event of any alterations to this schedule, no notice will be issued to any Bidder.</i></p>	Anticipated to be December 2023
Completion Date	March 31, 2024

SCHEDULE "A" - Bid Specifications for a Motor Grader

		Compliance		
1	Overall Machine	Yes	No	Comments
1.1	Steering wheel or joystick included as standard equipment (specify which)			
2	Engine	Yes	No	Comments
2.1	Engine meets EPA Final Tier 4 and European Union Stage IV standards			
2.2	The engine shall have dual safety air cleaner elements, radial seal, dry type			
2.3	Altitude deration will not occur at altitudes less than 10,000 ft (3048 m).			
2.4	Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design and for improved cylinder and piston ring durability.			
2.5	Fuel system shall be high-pressure, common rail			
2.6	Engine shall be a turbo-charged, direct injection, four stroke, 6-cylinder diesel engine with 4 valves per cylinder designed and built by the manufacturer			
2.7	Engine displacement for standard engine shall be no less than 9.0 liters (548 cu. in.)			
2.8	Engine shall reach no less than the following SAE net horsepower in the gears 1-8: 1st 200hp, 2nd 210hp, 3rd 225hp, 4th 230hp, 5th 240hp, 6th 250hp,			

	7th 255hp, 8th 285hp 255hp			
2.9	Engine will have a minimum torque rise of 38% in all gears			
2.10	Unit shall be equipped with a Power Management System for variable horsepower			
2.11	Machine shall be equipped with electronic over-speed protection to prevent the engine and transmission from over speeding, as a standard feature.			
2.12	Electronic Throttle Control (cruise control) shall be available, and shall be controlled by a switch, located on the right-hand console for resuming and decreasing throttle set.			
2.13	Unit shall be equipped with engine stall prevention (ESP) as standard equipment			
2.14	Engine will offer on-the-fly exhaust filter cleaning			
2.15	Engine will offer automatic de-rating			
2.16	Engine shall be rubber isolation mounted to reduce noise and vibration			
2.17	Engine will offer a lifetime viscous crankshaft damper			
2.18	Ether starting aid that automatically meter ether injection to prevent engine damage.			
2.19	Engine coolant heater			
3	Cooling	Yes	No	Comments
3.1	Coolant levels should be easily checked by an overflow tank			

3.2	Engine coolant shall be Cool Guard™ II Extended Life or equivalent for temperatures to - 34 F			
3.3	The engine shall have an air-to-air after cooling for low engine speed lugging			
3.4	Unit shall have charged air cooler with restriction sensor and in-cab restriction warning light			
3.5	Engine fan shall automatically adjust fan speed via a variable displacement hydraulic fan pump to meet engine cooling requirements to minimize power demand from the engine, reduce vehicle noise levels, improve fuel economy, and improve vehicle performance.			
3.6	Engine power shall automatically compensate for power draw of the fan system to maintain a constant horsepower available to maintain vehicle performance independent of cooling system power draw.			
3.7	Engine fan shall be able to automatically reverse and allow the operator to choose the time interval for the reversal to occur through the vehicle monitor.			
3.8	Cooling system shall be isolated from the engine compartment			
3.9	Pivoting coolers provide access for			

	quick air cleanout of dust and debris			
3.10	A rear access fan door shall be provided to provide quick air cleanout of dust and debris for the engine radiator, charge air cooler, transmission cooler, axle cooler, hydraulic oil cooler and fuel cooler			
3.11	Access to engine will be open from both sides with hinged engine side shields and full access service doors shall be lockable without the use of external locks.			
4	Power Train	Yes	No	Comments
4.1	Machine shall have no drive shafts that cross over the articulation joint.			
4.2	The transmission shall have eight forward and eight reverse speeds with built-in diagnostics			
4.3	Transmission shall have 5 working gears between 0-10.2 mph (0-16.4 km/h), for dirt applications.			
4.4	Gateless shifter (fingertip controls)- allows operator to shift forward and reverse laterally (Example- 4F to 4R back to 4F)			
4.5	Machine shall be equipped with an electronic inching pedal for improved modulation and machine control.			
4.6	The transmission system shall have an independent oil reservoir, filtration and cooling system with 31			

	GPM hydraulic gear pump			
4.7	Transmission shall include a park start safety switch			
4.8	Transmission shall be event based shifting (EBS) or use load sensing electronic shift modulation with over speed protection			
4.9	Transmission shall have clutch overheating protection to prevent clutch failures due to excessive and overuse of the inching pedal.			
4.10	The transmission shall have rubber isolation mounting to reduce noise and vibration			
4.11	Transmission shall be equipped with built-in self-diagnostic capability.			
4.12	Transmission shall be a direct drive, power shift, countershaft type.			
4.13	A guard shall be available to protect the machine's transmission from debris.			
4.14	4WD with Differential Lock Capability			
4.15	<i>intentionally deleted</i>			
4.16	intentionally deleted			
4.17	<i>intentionally deleted</i>			

4.18	<i>intentionally deleted</i>			
4.19	Auto shift transmission			
5	Axles/Brakes/Tandems	Yes	No	Comments
5.1	The brakes shall be continuously pressurized, filtered, oil cooled			
5.2	The brakes shall be internal self-adjusting maintenance free, wet multi-disc, inboard of tandem pivot			
5.3	The park brake shall have an independent oil reservoir, filtration and cooling system.			
5.4	Parking brake shall be multi-disc, oil-cooled, spring-applied, hydraulically released, sealed, adjustment-free, and integrated into the transmission.			
5.5	The unit shall have primary and secondary service brakes			
5.6	Service brakes shall be multi-disc, oil-cooled and completely sealed.			
5.7	Service brakes shall be hydraulically actuated, utilizing dual independent brake circuits.			
5.8	Service brake disc surfaces shall be grooved and carry oil between discs and plates with brakes fully applied.			
5.9	Entire braking system shall meet all requirements of ISO 3450.			
5.10	Differential Lock/Unlock shall be electro-hydraulically controlled, as a standard feature.			

5.11	Differential Lock/Unlock shall be capable of being engaged or disengaged at any time during vehicle operation without incurring damage to the differential and differential lock system. Engagement shall not be restricted or determined by vehicle speed, vehicle shifts, or tandem tractive conditions (tandems slipping).			
5.12	Differential Lock/Unlock shall be a multi-disc design.			
5.13	Unit shall be equipped with system capable of automatically engaging and disengaging differential lock to optimize tractive capability, while at the same time providing the operator with the ability to manually engage differential lock during any vehicle operation			
5.14	Parking brake shall be serviceable without removing the transmission.			
5.15	Engaged parking brake shall neutralize the transmission.			
5.16	The axles shall be planetary single reduction final drive			
5.17	The rear axle shall have clutch style hydraulic differential lock that can be engaged on the go to achieve maximum traction instantly when required			

5.18	The rear-axle shall be a bolt-on modular design offering easy access to differential components, improving serviceability and contamination control.			
5.19	Final drive shall be a planetary design.			
5.20	Front axle shall be an arched design for maximum ground clearance while maintaining performance			
5.21	Front axle oscillation shall be no less than 32 degrees total, per side 16 degrees up, 16 degrees down.			
5.22	Front wheel steering angle shall be no less than 48.5 degrees left or right.			
5.23	Front wheel spindle bearings shall be a large diameter taper roller bearing for radial and axial load			
5.24	Tandems shall be capable of oscillating 15 degrees front tandem up and 15 degrees front tandem down, with full machine articulation and having no interference between tandem wheel and machine structure.			
5.25	Tandem chain pitch shall not be less than 2.0 in (50.8 mm).			
5.26	Maximum front wheel lean shall be no less than 20 degrees left or right.			
5.27	Replaceable, sealed bushings shall be used at the axle and wheel pivot points			

6	Hydraulic System	Yes	No	Comments
6.1	Motor graders with Electro hydraulic functions			
6.2	Left and right blade lifts shall have hydraulic float control.			
6.3	Implement pump shall not be mounted under cab floor, minimizing sound and vibration.			
6.4	A sight gauge will be provided for checking hydraulic reservoir fluid			
6.5	The hydraulic tank shall have a baffling system to improve reservoir effectiveness to prevent aeration, contaminant settling, and heat dispersion and dissipation.			
6.6	Hydraulic system shall be fully sealed, using O-ring seals to prevent contamination and spillage.			
6.7	Hydraulics system shall be a closed center, pressure compensated, load sensing type, with a variable displacement, axial piston-type pump.			
6.8	The maximum hydraulic system pressure shall be no less than 2,750 psi (18.961 kPa) and the hydraulic system shall have a 56.0 gpm (212 L/m) main hydraulic axial piston pump.			
6.9	Implement valves shall be proportional priority pressure compensating for consistent response, when multi-functioning any combination of implement controls			

	and independent of engine speed.			
6.10	Lock valves shall be integrated into the main implement valve to prevent cylinder drift.			
6.11	Steering capabilities shall be ISO 5010			
6.12	The hydraulic system filter shall have a minimum filtration rating of 5 micron rating to protect hydraulic system components			
6.13	Grade Pro Controls w/3 Front Auxiliary Function AND 3 Rear Auxiliary Functions			
6.14	Hydrau XR synthetic oil for cold weather			
6.15	Factory installed secondary steering			
6.16	EH Joystick controls with Steering wheel.			
7	Electrical	Yes	No	Comments
7.1	The electrical system shall be 24 volt with 130 amp alternator.			
7.2	Machine shall have 1400 CCA extra heavy-duty batteries with 440 minute reserve capacity			
7.3	The cab shall have a 10 amp continuous / 15 amp peak capacity (24V to 12 V) converter			
7.4	All core machine systems shall be electronically connected optimizing performance and preventing machine damage			
7.5	LED turn signal, marker and brake lights shall be provided.			
7.6	Unit shall be equipped with driving lights, two high and two low beam			

	halogen headlights with front and rear turn signals, front and rear marker lights, brake lights and hazard warning lights.			
7.7	Unit shall have indicator or warning for: high beams, seat belt, turn signals, cruise control, low alternator voltage, engine air filter restriction, engine oil pressure, engine coolant temperature, wait to start, hydraulic filter restriction			
7.8	Machine shall have back-up lights and sounding alarm as standard when reverse gears are selected.			
7.9	The monitor shall have multi-language options provided (English, Spanish, French, & Russian)			
7.10	Unit shall be equipped with a single LCD monitor displaying gauges for: DPF cleanliness level, engine coolant temperature, transmission oil temperature, hydraulic oil temperature, rear steer articulation angle and fuel level with low level visual warning. The LCD monitor should also be capable of displaying vehicle performance data, diagnostic information, and diagnostic trouble codes.			
7.11	Unit shall have digital readout displayed on a single LCD monitor for: engine rpm, odometer, transmission gear			

	indicator, speedometer, hour meter			
7.12	Starting system shall be a 24V direct electric type.			
7.13	All light and wiper switches will be solid-state distribution			
7.14	The in-cab switch module shall be sealed to keep out dirt, dust and airborne debris			
7.15	The unit shall have an electric key fuel shut-off switch			
7.16	Electrical system shall have a master disconnect switch with a padlock provision (in addition to the ignition switch), accessible from the ground level.			
7.17	Cab will be wired for beacon, radio and auxiliary circuit			
7.18	The unit shall have a bypass start safety cover on the starter			
7.19	The unit shall have a LH engine compartment light as standard equipment			
7.20	Premium Grading Lights (18 LED Lights) include transport lights and Grading Lights plus (8) additional work lights (4 - corner cab, 2 - front cab, and 2 - right-side cab roof).			
7.21	A 24V to 12V converter with 25-amp continuous, 30-amp peak capacity shall be available.			
7.22	A 200 amp alternator shall be available (mandatory with premium light / 25-30 amp converter)			

7.23	Flip down bracket for Beacon LH			
7.24	LED Amber beacon on flip down bracket for Beacon RH			
8	Operator Station	Yes	No	Comments
8.1	Steering wheel and control console shall be tiltable			
8.2	The ergonomically designed steering wheel will take 5 1/4 turns (lock to lock) if the machine is equipped with manual controls. If the machine is equipped with EH controls, the steering wheel shall take 6 1/4 turns (lock to lock).			
8.3	Left and right side cab doors are standard			
8.4	Cab doors shall have a hold-open clasp with a ground-level release and in addition to, a release in the cab.			
8.5	Machine shall provide dual exits allowing for emergency egress should one side become obstructed			
8.6	Air vents shall be provided for all front and side tinted windows			
8.7	Three rearview mirrors shall be provided, one interior and two breakaway exterior mounted			
8.8	A front window sun visor and			
8.9	The motor grader shall be equipped with low ROPS/FOPS enclosed air conditioned cab, isolation frame mounted for noise and vibration reduction			

8.10	Seat shall be a cloth-covered air suspension seat with, 3-inch (76 mm) retractable seat belts, with adjustments for fore-aft position, seat height, seat back angle, thigh support, and lumbar support.			
8.11	Premium heated, leather/fabric, high wide back, air-suspension seat with armrests.			
8.12	A machine security system shall be available to electronically code keys selected by the user to limit usage by individuals or by time parameters.			
8.13	Access to the cab shall be three anti-skid steps			
8.14	Left and right side tandem case assemblies shall be covered with adequate platform for standing and walking.			
8.15	The front glass shall be continuous and unobstructed glass from roofline to floor for visibility of the blade, heel and toe, back of the cutting edge and front tires. If choosing lower opening windows, the configuration changes slightly.			
8.16	The unit will come standard with front window defrost			
8.17	The unit will come with a rear window electric defroster			
8.18	Machine shall have laminated glass for the front upper window to			

	protect the operator from shattered glass.			
8.19	The upper front and rear windshield washers with intermittent wipers shall be standard			
8.20	Armrest-mounted electro-hydraulic controls including steering lever			
8.21	Automate Cross-slope will be available to hold a consistent slope on the moldboard with a single lever.			
8.22	Cross-Slope and Grade Control increment/decrement controls will be provided			
8.23	Return to straight function is available to automatically straighten an articulated frame with a single button press			
8.24	Cross Slope Auto-Gain automatically adjusts the Cross-Slope Gain setting based on operating conditions			
8.25	Standard Cross Slope (GP) The operator can set the desired slope in the monitor and choose which side of the blade to control using buttons on the control levers. The cross slope system will then maintain that slope by automatically adjusting one side of the blade while the operator controls the other. This increases accuracy and consistency on all GP graders. Calibration has been simplified with			

	the introduction of SmartGrade.			
8.26	Fixed Lower Front and Side Opening Windows			
8.27	AM/FM/WB Radio/XM Satellite Radio and Bluetooth, two speakers, antenna and wiring			
8.28	Optional decelerator pedal shall be available			
8.29	Cab air pre-cleaner shall be an option to extend filter life by pre-cleaning outside air			
8.30	Cold weather package including hydraulic pump disconnect, hydrau XR oil			
8.31	Exterior heated Mirror			
8.32	Rear sun shade shall be available.			
8.33	Machine Preset function is available to automatically activate multiple machine functions with a single button selection (example - Return to Straight, Auto-shift, lights, etc.)			
8.34	Auto-Articulation function is available to automation coordinate front steering and rear articulation using a single control			
8.35	Machine Damage Avoidance will automatically prevent the moldboard from contacting the tires, stairs, frame and the table contacting the saddle			
8.36	Blade Stow automatically stows the moldboard in a position for transporting the motor			

	grader with a single button.			
9	General Specifications	Yes	No	Comments
9.1	Machine Wheel Base (distance from front axle to mid tandem) shall not be less than 243.0 in (6,172 mm).			
9.2	Machine shall be designed and built by the manufacturer.			
9.3	Transmission shall be designed and built by the machine manufacturer.			
9.4	Machine height to top of the cab shall not exceed 125 in (3,180 mm).			
9.5	Turning radius will be no greater than 284 in (7,214 mm)			
9.6	Max operating weight of the machine shall be 55,000 lbs (24 948 kg). Weight shall be the heaviest possible combination of compatible attachments, also including lubricants, full fuel tank and operator of 175 lbs (79 kg).			
9.7	Base Machine Weight shall not be less than 39,710 lbs (18 012kg). Weight shall include: standard machine configuration, lubricants, coolants, full fuel tank and operator of 175 lbs (79 kg).			
9.8	Six Cylinder, turbocharged with air-to-air after cooler diesel engine and shall be designed and built by the manufacturer			
9.9	Hydraulic disconnect (soft start) and			

	transmission valve solenoid guards shall be standard equipment			
9.10	Ground level fueling and filling for diesel and diesel exhaust fluid shall be standard equipment			
9.11	The frame shall be ready for snow wing attachment			
10	Frames and Structures	Yes	No	Comments
10.1	The angle of articulation shall be no less than 22 degrees.			
10.2	The articulation joint shall have mechanical locking device to prevent frame articulation while servicing or transporting machine.			
10.3	Unit will be provided with seven-position pin-locking saddle			
10.4	Unit shall be equipped with 5 tie-down locations for ease of transporting			
10.5	Provisions for a Front Wheel Lean Lock is available on all models and all Tiers.			
10.6	The mold board will have quick change circle wear and side shift wear inserts, capable of being replaced in approximately 2 hours using only a 9/16" wrench.			
11	Circle and Mold Board	Yes	No	Comments
11.1	Circle shall be a fabricated rolled-ring, with machined wear surfaces on the top and bottom.			
11.2	Circle teeth contact surfaces shall be induction-hardened on			

	the front 120 degrees of the circle.			
11.3	There will be no less than 6 replaceable wear inserts between the circle and drawbar providing at least 163 in ² (1051 cm ²) of wear surface area.			
11.4	Circle shall be rotated by a hydraulically driven motor			
11.5	The draft frame pivot connection shall have a double Ball-in-Socket design with a minimum ball diameter of 6.0 in (152.4 mm) and minimum stem diameter of 2.88 in (73 mm)			
11.6	The mold board shall be pre-stressed during manufacturing for superior strength and durability			
11.7	The mold board will have quick change circle wear and side shift wear inserts, capable of being replaced in approximately 2 hours using only a 9/16" wrench.			
11.8	Moldboard shall have a bank slope angle capability of at least 90 degrees to both sides.			
11.9	Slide rails shall be hardened, continuously welded, and have replaceable bronze-alloy wear inserts top and bottom.			
11.10	Moldboard slide rails shall be constructed of a heat-treated, high carbon steel.			
11.11	Moldboard shall have a hydraulic tip control through a range of 42			

	degrees fore and 5 degrees aft.			
11.12	Throat clearance with standard moldboard shall be at least 4.8 in (123 mm)			
11.13	Circle and drawbar vertical adjustment points shall be accessible from the bottom of the drawbar, for ease of maintenance.			
11.14	Circle radial wear insert shall be replaced without removing the circle support castings for quick easy maintenance.			
11.15	Moldboard wear strips shall be adjusted with lock screws, providing shim-less adjustment capability both vertical & horizontal.			
11.16	Premium Circle Option. Replaces the traditional gearbox and circle with a fully sealed bearing. A 40% increase in circle torque and 15% increase in circle speed compared to the traditional gearbox will reduce cycle times and improve productivity. Increases accuracy for grade control customers.			
11.17	Single Input Gearbox with Slip Clutch			
11.18	The moldboard shall be at least, 14 Ft. x 27 In. x 1 In. (4.27M x 686mm x 25mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 3/4 in. (19mm) Hardware			
11.19	Blade lift accumulators shall be available, to			

	reduce vertical impact damage			
12	Serviceability	Yes	No	Comments
12.1	Daily check points shall be accessible from the left side of the engine behind one service door and shall be done from ground level			
12.2	Access to engine will be open from both sides with hinged engine side shields and full access service doors			
12.3	Engine enclosure and daily service points shall be accessible from ground level, and grouped on the left side of the machine.			
12.4	Vandal protection package shall include locking for cab doors, engine side shields (4), top tank radiator access door, engine coolant surge tank, hydraulic reservoir cap and fuel tank cap.			
12.5	The dip stick for checking transmission fluid shall be at ground-level			
12.6	Engine shall have environmentally friendly fuel drain valves			
12.7	Hydraulic tank capacity shall not be more than 16 gallons (60.6 L).			
12.8	Fuel tank capacity shall not be less than 110 gallons (416 L).			
12.9	Diesel exhaust fluid (DEF) tank capacity shall not be less than 6 gallons (22.5 L)			
12.10	Cooling system capacity shall not be less than 14.5 gallons (55.0 L).			

12.11	Engine oil capacity shall not be less than 7.1 gallons (27.0 L).			
12.12	Tandem housing capacity shall not be less than 19.5 gallons (74.0 L) each.			
12.13	Circle gearbox capacity shall not be less than 1.5 gallons (5.7 L)			
12.14	Engine primary and final fuel filters shall have 500-hour service replacement interval.			
12.15	Engine shall have primary fuel filter with fuel water separator and electronic sensor; quick release dual stage filter and primer pump			
12.16	Hydraulic, transmission, and differential filters shall be banked and easily assessable through the engine compartment doors.			
12.17	Engine oil filter shall be a 500-hour, vertical spin-on			
12.18	Engine oil shall have a service interval of no less than 500 hours			
12.19	Hydraulic oil filter shall have a service interval of no less than 2000 hours			
12.20	Hydraulic oil change service interval shall be no less than 4000 hours			
12.21	Transmission oil change service interval shall be no less than 2000 hours			
12.22	Transmission oil filter service replacement interval shall be 2000 hours			

12.23	Tandem oil shall have a service interval of no less than 4000 hours			
12.24	Engine coolant shall have a service interval of no less than 6000 hours			
12.25	Transmission, hydraulic, fuel and axle filter restriction indicator shall be displayed in the cab			
12.26	The centralized lube bank shall be at the articulation joint to give access to difficult to reach zerks			
12.27	Sampling ports shall be accessible from the tandem level and provide access to the engine, hydraulic, coolant, and fuel ports.			
12.28	A two-way communication tool shall give service technicians easy access to stored diagnostic data and allow configuration of machine parameters.			
12.29	Unit shall be equipped with OEM provided wireless communication system capable of monitoring and communicating machine location, fuel burn, as well as multiple other vehicle performance data. In addition, the system shall be capable of updating system control software wirelessly.			
12.30	OEM wireless communication system will be available with machine purchase a minimum of 5 years			

12.31	Diesel particulate filter (DPF) ash service interval as needed (can go up to 15,000 hours between diesel particulate filter ash removal)			
12.32	Optional quick service fluid ports for engine oil, transmission oil, hydraulic oil, axle oil and coolant with ground level quick connect access.			
13	Tires / Rims / Fenders	Yes	No	Comments
13.1	17.5R25 Michelin SNOPLUS			
13.2	Front fenders will move with the front wheels and will be easily removable			
	Rear fenders shall meet ISO-3457 requirements and shall not interfere with the ability to fully open any cab or engine enclosure, or service access doors.			
14	Safety	Yes	No	Comments
14.1	Machine shall provide 3 points of contact on all areas of the machine, for mounting and dismounting.			
14.2	Standard grey glare-reducing paint shall be used on the front frame and engine enclosure to decrease glare from other equipment lights and reflection from the sun and snow.			
14.3	The unit shall have a fan finger guard			
14.4	Standard high-resolution rearview camera with dedicated display			
14.5	Fire extinguisher			

14.6	SMV sing on factory support			
14.7	Standard wheel lean lock installed			
15	Attachments	Yes	No	Comments
15.1	Standard Warranty			
15.2	Front Lift Group that allow a mechanical coupling of front attachment (manual quick coupler)			
15.3	Ability to attach an eliminator to the rear			
15.4	Wheel chocks shall be available			

SCHEDULE "B"

RFT# PW-12-2023 RESPONSE FORM (ACKNOWLEDGEMENT)

FOR THE SUPPLY OF A MOTOR GRADER

1. I/We have read and understand the Township's RFT #PW-12-2023, including all Addenda, and hereby agree to all of the requirements, terms and conditions set out therein.
2. I/We, the undersigned, herewith agree to provide all necessary labour, materials, equipment and services for the execution and completion of the motor grader Project in accordance with the required specifications issued by the Township and in accordance with *Schedule "A"* attached hereto, at the attached prices excluding all applicable taxes, HST, custom duties and excise taxes, contingency amount with respect to the Contract in accordance with all terms and conditions of the Tender.
3. I/We, the undersigned, herewith agree to furnish a FIVE-THOUSAND DOLLAR (\$5,000.00) Performance Bond as set out in section 12 of this RFT in a form set out in *Schedule "C"* in the event the Council, in its discretion, passes a resolution and by-law of Council approving a Contract in relation to my Bid submission.
4. I/We have read and understand the contents and requirements of this RFT and by endorsing below, confirm that the Township has the legal right and ability to enforce the requirements, terms and conditions of this RFT against the Bidder and that the Bidder is estopped from pleading or asserting otherwise in any action or proceeding.
5. I/We have attached a written response setting out our experience in accordance with section 2.5 (3) of this RFT.

Name of Bidder

Address

HST #

Telephone

Fax

Email

Emergency Contact Number

PRICE

Total Bid Price _____

Applicable HST is extra

AUTHORIZED SIGNATURE

I have authority to bind the Bidder

DATE

TYPE OF EQUIPMENT FOR MOTOR GRADER RECOMMENDATION		
Motor Grader	MANUFACTURER	DELIVERY TIME

SCHEDULE "C"

AGREEMENT TO BOND (Performance Bond)

We, the undersigned, hereby agree to become bound as Surety for:

_____ in a Performance,

Bond totaling **FIVE THOUSAND DOLLARS (\$5,000.00)** for the delivery of the required motor grader securing the performance on the Project identified in Request for Tender #PW-12-2023 in the event Township Council passes a resolution and by-law entering into a Contract with the Bidder.

DATED this _____ day of _____ 2023.

(Company Seal)

NAME OF BONDING COMPANY



Township of Adelaide Metcalfe
MOTOR GRADER TENDER

Signature of Authorized Person
signing for the Bidder

Position

SCHEDULE “D”
PRICE SUBMISSION FORM FOR MOTOR GRADER

A. One (1) Motor Grader Net Price (excluding HST): \$_____

B. Extended Warranty Price (Optional): \$_____

C. TOTAL BID AMOUNT (EXCLUDING HST AND EXTENDED WARRANTY) (CAD FUNDS):_____

I/We offer the total Bid amount to supply one (1) motor grader, as detailed above, in accordance with the terms and conditions specified in the RFT documents.

The Bidder agrees to provide one (1) motor grader, as outlined in the attached *Schedule “A”*, and acknowledges full compliance with the terms and conditions of the Township’s RFT. The Bidder understands that the Township reserves the right to assess the suitability and selection of the equipment, considering its specific needs and budgetary constraints.

Evaluation Note:

- The Township will evaluate each Bid based on the total price without the extended warranty (Section B). However, the Township may elect to purchase the extended warranty option (Section B) should it deem a winner to this Tender.
- The price encompasses all transportation and handling charges.
- The price includes all licensing and transfer charges.
- All prices must be stated in Canadian (CAD) dollars.
- Note that once submitted, the price cannot be amended. All prices are final and will be evaluated based on the initial submission.

Signature of Bidder: _____

I/We have the Authority to Bind the Corporation

Date Signed: _____

SCHEDULE "E"

REFERENCES

LIST OF REFERENCES

PROJECT	CONTACT NAME	CONTACT ADDRESS	TELEPHONE #

Note: A minimum of three (3) references are required.