

CORPORATION OF THE TOWN OF MARATHON

REQUEST FOR TENDER

New Self Contained Compaction Container

The Town of Marathon invites Tenders from qualified Sales Firms **for the purchase of New Self Contained Compaction Container**. This container will be used to store compacted garbage.

Submissions should include, but not necessarily be limited to, the following:

1. Schedules:
 - A) Pricing FOB Marathon, satisfying requirements, and
 - B) Warranties and product guarantees.
2. A brief description of your firm – its owners, its history, its projects, its staff;
3. A company description, exact location and address;
4. Owner references; and
5. Any other supporting information you may wish to include with your submission.

INFORMATION FOR ALL SUPPLIERS

All tenders submitted to the Corporation of the Town of Marathon become the property of the Corporation, and as such, are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

This will confirm that the Corporation of the Town of Marathon will not use/disclose the information provided, without proper authorization, and will keep the information in a physically secure location to which access is given only to staff requiring access.

COMMENCEMENT OF JOB

This Request for Tender closes at 1500 hrs Marathon time **March 11, 2010**.

This contract is anticipated to be awarded the week of **March 15, 2010**.

NOTE: The Selection Steering Committee reserves the right to be the sole judge of the acceptability of any equipment/material/service offered, and also any alternative proposed, and to purchase the equipment/material/service which in its opinion most closely meets the operating requirements of the Town.

Prices must be FIRM for the duration of the contract.

Prices must be FIRM for a minimum of **60 DAYS** from date of Tender closing for award acceptance.

EVALUATION

Tenders will be evaluated based on the following criteria (but not necessarily limited to):

1. Quality of proposed solutions;
2. Cost to the Town of Marathon;
3. Experience of firm/staff availability/owner references/track record;
4. Compliance with tender requirements; and
5. Earliest date the equipment can be received.

DESCRIPTION OF EQUIPMENT

New Compaction Container

Compaction Container (Quantity 1)

Requirements:

1. Self contained compactor with a minimum overall capacity of 34 cubic yards.
2. Clear top opening with no less than a 60 inch width and a 38 inch length.
3. Minimum 2 X 4" diameter compaction cylinders with no less than 45,000 lbs. of compaction force.
4. Leak proof design with full perimeter door seal.
5. 10 HP motor, 230 V, single phase.
6. Remote power pack, complete with hydraulic hose assemblies.
7. Oil heater.
8. Low temperature hydraulic oil (rated for -30 degrees Celsius).
9. Secondary oil containment system which meets MOE requirements.
10. Main control panel (PLC based) with current sensor based pressure regulation, keyed start switch, e-stop, system reset, 75 % full and full lights, compactor away light. Weather enclosure included.
11. Charge hopper (**designed to suite existing location**). Enables the unit to be fed from upper level. Minimum feed height to be 42 inches. Fully enclosed with dual feed doors. Self supporting design. Existing location is 26 feet 6 inches in overall length, 8 feet in height. The opening starts at 13 feet from the corner wall and ends 8 feet from the far end. This opening is 5 feet and 6 inches wide.

Schedule B

WARRANTIES AND PRODUCT GUARANTEES

Warranty issues will be repaired where? _____

Warranty issues will be repaired by whom? _____

Freight of warranted parts will be paid by whom? _____

TERMS OF REFERENCE

REQUEST FOR TENDER

GENERAL CONDITIONS / REQUIREMENTS

(where applicable)

INDEMNITY

The supplier shall indemnify and save harmless the Corporation of the Town of Marathon from and against all liens, damages, losses, claims, demand payments, suits, actions, recoveries and judgements of every nature and description brought against him and/or the Town by reason of any act or omission of the said supplier, his agents, or employees in the execution of, or as a result of the work or in the guarding of it. All permits and fees applicable shall be acquired and paid for by the supplier.

The Owner agrees to hold harmless, indemnify and defend the supplier from and against any and all claim, losses, damages, liability, and costs of defence arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the supplier in the performance of said duties.

INTENT OF THE REQUEST FOR TENDER

Should any work or materials be required which are not detailed in this request for tender, either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the intent hereof, the supplier is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described.

WARRANTIES OF COMPLETED WORK

The supplier must submit warranty provisions.

CANCELLATION OF CONTRACTS

The Town reserves the right to terminate the contract without notice if due to non-performance and unsatisfactory services.

The Town reserves the right to call in alternate services if the Supplier is unable to provide the equipment when it is requested.

AWARDS

The Town of Marathon, unless it otherwise states, reserves the right to award by item, or part thereof, groups of items, or all items of the Tender, and to award contracts to one or more Suppliers submitting identical Tenders as to price; to reject any and all submissions in whole or in part; to waive technical defects, irregularities and omissions, if in so doing, the best interests of the Town will be served.

TIMING

The Supplier shall deliver the equipment expeditiously to meet the requirements of the Owner.

SUPPLIERS'S UNDERSTANDING

It is understood and agreed that the Supplier has by careful examination, satisfied himself as to the nature and location of the work, the quality and quantity of materials to be expected.

ARBITRATION / MEDIATION

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to mediation or arbitration.
- (b) No person shall be appointed to act as a mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work or in the business or other affairs of either the Owner or the Consultant.
- (c) The award of an arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitration’s Act, R.S.O., 1980, Chapter 25, as amended shall apply.

FOR FURTHER INFORMATION

If further information is required regarding this RFT, please contact:

Jim Zimmerman, Works and Operations Manager
Town of Marathon
 4 Hemlo Drive
 Marathon, Ontario

Tel: (807) 229-1340 ext. 2229

Fax: (807) 229-1999

Email: worksmanager@marathon.ca

PRINT COMPANY NAME

MAILING ADDRESS

POSTAL CODE

PHONE NUMBER

FAX NUMBER

CELLULAR NUMBER

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

PLEASE PRINT NAME

LIST ADDENDUMS THAT YOU HAVE RECEIVED.

If your firm is interested in this Tender, please forward **THREE (3) COPIES** of your Tender to:

Louise Lees, Deputy Clerk
Town of Marathon
P.O. Bag "TM"
4 Hemlo Drive
Marathon, ON
P0T 2E0

No later than:

1500 hrs local time
Thursday, March 11, 2010

THE LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

LATE TENDERS WILL NOT BE ACCEPTED

FACSIMILE, E-MAIL, OR TELEPHONE TENDERS WILL NOT BE ACCEPTED

Yours truly,

THE TOWN OF MARATHON

Jim Zimmerman
Works and Operation Manager

p.c.: Brian Tocheri, C.A.O./Clerk
Louise Lees, Deputy Clerk