

# CORPORATION OF THE TOWN OF MARATHON

## REQUEST FOR TENDER

### **New Roll Off Containers**

The Town of Marathon invites Tenders from qualified Sales Firms **for the purchase of New Roll Off Containers**. These containers will be used to transport different types of materials (sand, granular A and B, snow, etc.).

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 Roll Off Containers**

#### **Open Top Containers (Quantity 2)**

##### **Requirements:**

1. Open top (capable of being loaded from the top using a loader or elevated platform).
2. Overall length must equal 25 feet.
3. Overall height must equal 4 feet, 6 inches.
4. Outside rail containers, minimum inside dimension of 36 inches between rails.
5. Floor plate, minimum ¼ inch thick steel.
6. Rollers and wheels. Must contain pickup rollers between the outside rails system.
7. Front hooks to be 18 inches from back of container.
8. Side wall, minimum 10 gauge steel.
9. Top horizontal tube, minimum 4 inches by 3 inches by 1/8 inch thick steel.
10. Vertical supports no less than 24 inch centers.
11. BLKHD sheet, minimum 10 gauge steel.
12. Single Door - Ultra Duty 10 gauge steel, (2) horizontal & (4) vertical 4 x 3 tube frame construction, 3 hinges on passenger side. Semi-Automatic cam locking system with vertical lift handle. Fabricated from 1-1/4" steel bar, cams and quantity (4) 1/2" keepers on driver side of the door.

## Schedule A

### PRICING FOB MARATHON

The price(s) quoted INCLUDE all duty, taxes (other than GST), customs, clearances, cartage, freight and all other charges now or hereafter imposed or in force and is a **Total Firm Price**. Goods and Services Tax (GST) to be EXTRA. Ontario Retail Sales Tax (PST) to be INCLUDED where applicable. Goods and Services Tax (GST) must be shown separately on invoicing.

As per attached DESCRIPTION OF EQUIPMENT.

#### **New Roll Off Containers**

#### **Price 1: Forty Open Top Containers, Quantity = 2**

Firm Price, FOB Marathon  
Price per Unit

\$ \_\_\_\_\_  
(GST Extra)

Total Firm Price, FOB Marathon

\$ \_\_\_\_\_  
(GST Extra)

Warrantee Period \_\_\_\_\_

Delivery Date (number of days after purchase order has been issued) \_\_\_\_\_

**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**

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PRINT COMPANY NAME

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MAILING ADDRESS

POSTAL CODE

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PHONE NUMBER

FAX NUMBER

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CELLULAR NUMBER

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**SIGNATURE OF AUTHORIZED OFFICIAL**

**DATE**

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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

Attachments

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