



## REQUEST FOR TENDERS

**RFT-24-317**  
**Supply and Delivery of Mowers**

Date issued: June 27, 2024

ELECTRONIC SUBMISSIONS will be received by the Bidding System, no later than **2:00 p.m. local time, on July 23, 2024.**

**\*\*\* ELECTRONIC SUBMISSIONS ONLY \*\*\***

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## SECTION 1.0

## INSTRUCTIONS TO BIDDERS

### 1. Communication with the Procurement Representative Only

The person listed below shall be the “Procurement Representative” for this procurement. The Procurement Representative shall be responsible for the entire procurement process until a contract is awarded by the City. Please send all communication relating to this procurement process through the Bidding System by clicking on the “Submit a Question” button for the specified Bid Solicitation document and/or send an email to:

**Colleen Selkirk, CPPO, CPPB - Specialist, Procurement**

E-mail : [colleen.selkirk@burlington.ca](mailto:colleen.selkirk@burlington.ca)

The Procurement Representative shall act as the single point of contact for all communications during this Black Out Period. No representative of the City, its employees, agents, or any other advisor associated with this procurement shall be contacted by the Bidder until a contract award to successful Bidder(s) is confirmed in writing by the Procurement Representative in writing. Any attempt to influence the evaluation and selection process may result in immediate disqualification of Bid(s) received from the Bidder. Any attempt to bypass the purchasing process may result in rejection of the Bid.

The City discourages seeking clarification over the phone, by e-mail or in person. The City will not be responsible for any verbal statement, instruction or representations. In case of difference between any verbal information and written document, the written document shall govern. Information obtained from any source other than the Procurement Representative is not official and shall not be relied upon.

### 2. Site Meeting

Not Applicable.

### 3. Anticipated Timetable

DESCRIPTION	DATE
Issue Date	June 27, 2024
Deadline for Questions	July 16, 2024, 2:00 pm local time
Closing Time	July 23, 2024, 2:00 pm local time
Intent to Award	July 29, 2024

### 4. Deadline for Questions

Clarifications requested by Bidders should be submitted through the Bidding System by clicking on the “Submit a Question” button for this procurement by the Deadline for Questions specified in this paragraph. Bidders are strongly encouraged to ask clear and concise question(s) citing the relevant section of the Bid Solicitation Document.

The City cannot guarantee a response to questions received by the City after the Deadline for Questions.

The City has endeavoured to provide complete, correct information and estimates to enable Bidders to properly assess and determine the scope and complexity of the Work prior to submitting a Bid. Bidders are solely responsible for determining if they require additional information or if anything appears incorrect or incomplete. The onus is on the Bidder to contact the Procurement Representative prior to the Deadline for Questions indicated in this document, if they have any questions or queries whatsoever or find omissions from or discrepancies in this Bid Solicitation document, unnecessary restrictions in the terms of reference, or should they be in doubt as to the meaning of any part of this document. Written answers or clarifications to issues of substance will be shared with all Bidders in the form of an Addendum.

## **5. Electronic Bid Submission Only**

The City is soliciting Bids through the online portal (the "Bidding System") <https://burlington.bidsandtenders.ca>. The Bidder must submit their Bid through the Bidding System only. Any other form of Bid submittal will not be considered. It is the Bidder's responsibility to read this document thoroughly including all attachments and addenda, if any, as these contain information that is highly pertinent to this procurement and to clarify any details with the Procurement Representative before submitting a Bid. To be considered, Bidders must respond to this Bid Solicitation.

## **6. Administration of the Procurement Process**

Your online Bid submission shall be taken as your statement that you understand the requirements and agree to comply with the requirements as well as terms and conditions stated in this Bid Solicitation document, including City's Standard Terms and Conditions. Your Bid submission through the Bidding System confirms that you have checked and confirmed your pricing and by submitting the Bid online, you agree that you have not omitted any items from your Bid. The procurement process is governed by the City's [Procurement By-law](#).

## **7. Compliance with Laws**

Bidders shall abide by all applicable provincial and federal laws, as well as municipal by-laws. Some of the applicable laws are highlighted in this paragraph for information purpose only. In case of any discrepancy in the text in this Bid Solicitation document and the provision of applicable laws, the later shall prevail. This section is not intended to be a comprehensive summary of relevant laws or be a complete list of applicable regulations or interpretation of the provisions of any laws.

- a) City of Burlington [Procurement By-law](#)
- b) Construction Act
- c) CRA (Canada Revenue Agency) regulations
- d) AODA (Accessibility for Ontarians with Disabilities Act)



- e) WSIB (Workplace Safety and Insurance Act)
- f) Occupational Health and Safety Act

Bidders shall make themselves aware of provisions in all applicable provincial and federal laws as well as municipal by-laws and ensure full compliance. Non-compliance may result in rejection of Bid and/or termination of Contract.

## 8. Bid Format and Content

Bidders are asked to adhere to the format set out below when preparing their Bid. The pricing Bid is to be in the format provided in the Bidding System.

The Bid shall be clear, concise and shall include only information relevant for effective evaluation of the Bid and substantiating the validity of stated claims. Avoid rephrasing or restating the City's requirements but provide convincing rationale to address how the Bidder intends to meet these requirements. Bidder shall assume that the City has no prior knowledge of their area of operation and experience and will base its evaluation on the information presented in the Bid. All abbreviations are to be spelled out. Clarity of language and comprehensive documents in each part of the Bid are essential for the City to conduct an effective evaluation.

If applicable, Bidders should clearly identify in their Bid submission, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage. Bidders are encouraged to place all such detail and information within a separate section of their submission. The complete Bid submission should not be identified as confidential. All Bids, other documents as well as correspondence are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

Bidders should provide specific supporting documents to demonstrate they meet the mandatory requirements specified in this Bid Solicitation document. The Bid should consist of the following parts and provide the required information described under each part. **The City will not review any information provided in the form of link(s) to websites or documents, unless specified in the Bid Solicitation document.**

### a) Schedule of Prices

Provide the unit prices online through the Bidding System in the bid submission step labeled "Schedule of Prices" for each line in Canadian currency. All prices shall be F.O.B. destination; freight prepaid and included to Burlington, Ontario unless otherwise specified. Unit prices shall be exclusive of Harmonized Sales Tax (HST), but shall include all materials, labour, equipment, disbursements, expenses, customs charges, freight, shipping and handling costs, all other charges of every kind attributable to the services, equipment or goods provided.

The unit prices and provisional pricing will set the foundation for any approved increases or decreases in Work. The Total Price and unit prices must remain fixed and firm for the term of the Contract, unless otherwise specified in this Bid Solicitation document.

**b) Provisional Pricing (if any)**

Items listed in the Bid as “Provisional” may or may not be required for completion of the Work called for under the Contract. The City will decide necessity of these items and quantities thereon and compensate the Vendor based on the unit prices(s) included in their Bid. If Provisional items are not purchased, or quantities are less than estimated, no adjustment or compensation will be awarded to the Vendor by the City. Provisional pricing is not used for comparison of Bids for award purpose.

**c) Specification Compliance**

Provide an accurate and complete response to Compliance items, as well as other information online through the Bidding System in the bid submission step labeled “Questions & Specifications”.

Bidders may bid on any combination of items 1 through 8, and the contract may be awarded to multiple bidders, subject to being the lowest compliant bid.

Therefore, partial Bids will be accepted.

**d) Key Personnel**

Bidders will enter the information requested in the Bidding System for each staff member assigned to the Work, adding lines as necessary.

If any of the key personnel or subconsultant staff changes between bid submission throughout execution of the contract the City must be advised immediately. Should a change be requested, the City will expect a like for like replacement. Any changes will be subject to the City's satisfaction and approval of such change.

**e) References**

Complete the “Reference Sheet” online through the Bidding System in the bid submission step labeled “References & Subcontractors”. Provide references for comparable work undertaken by you. References are not evaluation criteria but will be used to ensure that the award recommendation is sound. Bidders should ensure that their references are prepared to provide a response if contacted by the City.

Bidders are encouraged to provide references that substantiate the mandatory requirements, if any specified in Section 2.0 Supplemental Terms and Conditions and/or work experience, if any specified in Section 3.0 Terms of Reference.

**f) Subcontractors**

Complete the “List of Subcontractors” online through the Bidding System in the bid submission step labeled “References & Subcontractors”. Provide a list of all subcontractors and sub-consultants you will be using to undertake the Work. Subcontractors or sub-consultants cannot be changed without the City's written permission.



**g) Form of Offer**

Bidders must provide a completed “Form of Offer” online with name and title of the person authorized to submit the Bid online through the Bidding System in step labeled “Addenda, Terms & Conditions”. All parts of the Form of Offer must be completed. Bidders must acknowledge all addenda confirming they received, reviewed and incorporated all addenda in their Bid. Clearly indicate any Conflict of Interest in the space provided.

Addenda, if any issued after your Bid submission shall also be acknowledged and the Bid with revisions (if any) as a result of these addenda, must be resubmitted through the Bidding System. Bids will be automatically withdrawn if an addendum or addenda is/are issued by the City after the Bidder submits the Bid through the Bidding System. The Bidder must resubmit the Bid acknowledging all addenda and revising their Bid to comply with all addenda.

**9. Bid Submission**

- a) Bidders must include the appropriate submission requirements, and mandatory forms specified in this section.
- b) Bidders shall have a “vendor account” in the Bidding System and be registered as a “plan taker” for this Bid Solicitation document by paying applicable fees. Only the plan takers will receive email notifications, and are allowed to submit their Bid electronically through the Bidding System.
- c) The onus is on the Bidder to ensure that the Bid is received in the Bidding System on or before the Closing Time. The Closing Time shall be determined by the Bidding System’s web clock. The timing of the Bid submission shall be based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder.

Bidders shall allow sufficient time to upload their Bid submission and attachment(s) (if applicable) and to resolve any issues that may arise as Bid transmission can be delayed in an “internet traffic jam” due to file transfer size, transmission speed, etc.

- d) Upon receiving a Bid, the Bidding System will send a confirmation email to the Bidder advising that their Bid was submitted successfully. If a Bidder does not receive a confirmation email despite submitting a Bid, they should contact technical support of the service provider hosting the Bidding System via email: [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca)
- e) The Bidding System will not accept Bids after the Closing Time as determined by the Bidding System’s web clock. Bids submitted by fax or paper copy, or any other format will not be accepted.
- f) If a Bid is a joint submission of two (2) or more firms, a single Bid is to be coordinated and submitted by the lead Bidder with the required information. If two or more parties submitted a joint response to this Bid Solicitation, they shall decide between them who is to be the Bidder, without any involvement of the City.

## 10. Bid Review

- a) All Bids received on or before the Closing Time will be reviewed for compliance based on this Bid Solicitation document as well as the City's [Procurement By-law](#). Non-compliant Bids will be rejected. Bids not meeting any of the mandatory requirements included in this Bid Solicitation document will be disqualified. Bidders may be contacted to clarify their submissions.
- b) Should there be any error in extensions, additions or computations, the City shall be entitled to correct such errors based upon the unit prices supplied, and the corrected total shall be considered as representing the intention of the Bidder and shall be used as the basis for comparison of Bids.
- c) It is the Bidder's responsibility to satisfy the City that they can comply with the requirements contained within this Bid Solicitation document and that they possess the necessary inventory, equipment, facilities, resources and staff to perform the work specified in this Bid Solicitation document. Bidders may be required to submit evidence of above in a form acceptable to the City. Substitution of materials, equipment or methods different from that outlined in the terms of reference will not be accepted unless provided for within this Bid Solicitation document or with the written approval of the City.
- d) As part of the Bid review, the City reserves the right to shortlist Bidders, interview their proposed team, subcontractors or sub-consultants and/or ask for a presentation and/or demonstration to the City's evaluation committee or ask for a test / trial version of the solution or product proposed. The City also reserves the right to examine Bidder's facilities, equipment and visit the subcontractors or sub-consultants proposed and/or Bidder's existing and past clients. The award decision may be revised based on the above.
- e) The City will be responsible for travel costs of the City's staff only, if travel is required. No additional charges will be accepted by the City for any cost incurred by the Bidder or any other party in participating in the Bid evaluations.
- f) The City may, in its sole discretion, check references, conduct credit checks, review the litigation history and history of professional liability or other insurance claims, and obtain any other type of information that might aid the City in its selection. The City reserves the right to consider all, or any information received from all available sources, whether internally or externally obtained. The City may disqualify any Bid from further consideration based on results of reference or credit checks or review of litigation or claim history. The foregoing may include the City's own experiences with the respective Bidder(s) or any of the subcontractors and sub-consultants proposed in their Bid.

## 11. Award Recommendation

- a) The lowest compliant Bid will be recommended for award subject to availability of funds.
- b) The documents listed below will be incorporated as deemed necessary by the City, into the Contract with the Vendor. If there is a discrepancy between the wording of

one document and the wording of any other document that appears on the list, the wording of the document that first appears on the list shall take precedence:

- i. City approved change order(s) or Contract / Agreement amendment(s)
  - ii. Purchase Order(s), Contract(s) or Agreement(s) executed with the Vendor including exhibits
  - iii. Bid Solicitation document issued by the City, including addenda, if applicable
  - iv. Bid submitted by the Vendor
- c) There shall be no obligation on the City as a result of seeking Bids or conducting the procurement process and the City reserves the right to pursue other Bidders, cancel the Bid Solicitation, issue a revised request, or to pursue any other course of action which would aid in meeting its needs.

**PREVIEW**

YOU MUST BE A REGISTERED PLAN TAKER  
TO DOWNLOAD AN UNMARKED VERSION OF THIS FILE  
[WWW.BIDSANDTENDERS.COM](http://WWW.BIDSANDTENDERS.COM) – ORIGINAL DOCUMENT SOURCE

## **SECTION 2.0**

## **SUPPLEMENTAL TERMS AND CONDITIONS**

These Supplemental Terms and Conditions overwrite [Standard Terms and Conditions](#) and/or Instructions to Bidders, should a conflict occur.

### **1. OMVIC Registration (if applicable)**

Bidders must be registered under the Motor Vehicle Dealers Act. The City will not consider bids from any Bidder who is not specifically named as registered on the Ontario Motor Vehicle Industry Council (OMVIC) registry as of the Closing Date.

### **2. Background:**

The City of Burlington is dedicated to reducing the Greenhouse Gas Emissions of Corporate Operations. The City's Green Fleet Strategy and the Carbon Neutral target for City Operations by 2040, specifically address our commitment to reducing the impact our fleet has on the environment. Should new technology be made available, for the classifications of vehicles included in this tender, to reduce fuel consumption and/or fuel emissions, the City will look to adopt these technologies as the market makes them available. This includes Low/Zero Emission vehicles/ equipment as well as aftermarket technologies.

The City of Burlington is a Provincially Funded Organization registered with the province of Ontario and as such may be eligible for concessions (discounts) on vehicles in the Ministry of Government and Consumer Services Vendor of Record arrangement OSS-00634452 under Category 1a – General Vehicle Acquisitions.

### **3. References**

Bidders must provide a minimum of three (3) references for work of comparable size and scope that has been successfully completed within the last five (5) years. References must contain Owner information including company name, individual contact names, title, telephone number and/or email address, details of the work provided, start and end dates of the work, and total cost of the work. Bidders cannot use references that pertain to another contractors' work.

The City reserves the right to contact the clients noted to verify information provided and assess overall client experience. Bidders should ensure that their references are prepared to provide a response if contacted by the City. If the City is unable to obtain a satisfactory reference, or if the reference does not respond to the reference call (after the city's best efforts), or if the reference chooses not to comment, the reference will be deemed unsatisfactory and the City may ask the Bidder for additional references. Unsatisfactory references may result in the bidder's submission being rejected.

### **4. Brand Name or Equivalent**

Any reference to a brand name, manufacturer, make, or model is solely for establishing performance and quality requirements and shall not be construed to restrict Bidders to that brand name, manufacturer, make or model, unless specified otherwise.

Bidders wishing to bid an alternate or substitute product shall contact the Procurement Representative prior to the Deadline for Questions and provide their proposed alternate

clearly explaining how it meets or exceeds the City's requirements. The Bidders shall be responsible to demonstrate the equivalency at their cost. The acceptability of alternate product(s) shall be at the sole discretion of the City.

## **5. Occupational Health and Safety Act (OHSA) Requirements**

The successful Bidder agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the City.

## **6. Licenses and Permits (if applicable)**

The successful bidder will be responsible for applications and fees associated with any and all **licenses and permits** required by any and all governing bodies unless otherwise stipulated in the bid request document. A copy of all permits, and any other required documentation will be forwarded to the City's designate for City records.

## **7. Evidence of Quality**

It is the bidder's responsibility to prove their product/service quality meets the City's requirements and bidders may be required to submit evidence in a form acceptable to the City. Substitution of materials equipment or methods different from that outlined in the specifications / terms of reference will not be accepted unless provided for within the bid request document or without the written approval of the City.

## **8. Labour Disputes**

The obligations of the successful Bidder hereunder shall continue unchanged throughout the occurrence of any labour disputes (including strike or lockout), whether the same occurs with respect to the employees of the City, the contractor, or otherwise.

## **9. Quantities**

The estimated quantities to be supplied under the Contract are set out on the Form of Offer and shall be used as the basis for calculation upon which the award of the Contract shall be made. The actual amount paid to the successful Bidder shall be the Unit Price multiplied by the actual quantities of such Goods and Services supplied during the course of the Contract. The successful Bidder shall note that estimated quantities provided are based on budgetary approvals.

The City may, at its option, increase or decrease quantities, and possibly purchase additional units if required, from the successful bidder, at the prices quoted herein as part of the award of this contract and/or within twelve (12) months from the award date (date on Purchase Order). In the event that the successful Bidder cannot honour the price quoted herein for additional orders after initial order is placed, a new competitive process will be required.

## **10. Assembly**

The Total Bid shall include all assembly. The units shall be in complete working



condition with all accessories installed and operational upon delivery in accordance with the Specifications.

### **11. Descriptive Literature**

Upon request, Bidders shall supply descriptive literature with detailed Specifications of the product offered.

### **12. Advertising Is Prohibited**

Dealer's name or any other advertising slogan (such as license plate frames, decals, or dealership/vendor names) other than the usual insignia applied by the manufacturer shall not appear on the new unit upon delivery. In the event advertising slogans appear on the unit the successful Bidder(s) shall remove immediately upon request at no expense to the City.

### **13. Canada Motor Vehicle Safety Act (CMVSA)**

Equipment shall meet or surpass the mandatory requirements of the CMVSA and its Regulations in effect on the date of manufacture and the equipment shall bear the National Safety Mark.

Equipment shall be delivered with the New Vehicle Information Statement (NVIS) card which shall reflect the shipping weight with all attachments. Weigh slip and labelling shall be included.

Equipment shall be of the latest model and meet all Ministry of Labour, Ministry of Labour – Mobile Compact Safety Guidelines, American Nation Safety Institute (ANSI) and Canadian Motor Vehicle Safety Standards (CMVSS) requirements.

### **14. Licensing**

Vehicle(s) shall be plated and stickered when delivered. The City shall reimburse the successful Bidder for the MTO license fees only. No administration fees shall apply. The successful Bidder shall contact the Supervisor of Vehicle and Equipment Maintenance prior to licensing the vehicles for instruction. A separate invoice for the licensing costs is required such that it be paid for separately from the invoice for the vehicle(s).

### **15. Keys**

The successful Bidder shall provide three (3) sets of keys for every lock on the unit ALL keyed alike. If equipment is equipped with remote key entry, it shall be supplied with three key fobs.

### **16. Special Tools**

Any special tools required to operate or perform routine servicing of the Work shall be supplied at time of delivery and shall be included in the Total Contract Price. These tools include hardware, software, tablets/computers, adapters, passwords for service access, etc. The successful Bidder(s) shall include any testing information, inspections, scaling, or any other requirements to license or operate the unit.



## **17. Delivery of Goods**

Delivery must be pre-arranged with the Supervisor of Fleet Services, and take place between the hours of 9:00 a.m. and 2:00 p.m. Monday to Friday, at the Vehicle Maintenance Shop, 3330 Harvester Road, Burlington Ontario.

All Goods shall be F.O.B. destination to 3330 Harvester Road, Burlington Ontario.

Upon delivery of the equipment and prior to acceptance, Fleet Services shall carry out any required tests and a general inspection, to confirm the equipment delivered is in accordance with the Specification requirements and subject to subsequent Addenda, if applicable.

## **18. Vehicle Birth Record and Parts Form**

As part of the documentation required on or before time of delivery, the successful Bidder(s) shall fill out a vehicle Birth Record and Parts Form (a *sample* is attached – see page [19](#)). Fleet Services shall supply this form to the successful Bidder(s) for each vehicle prior to delivery. This is a generic spread sheet with basic technical and equipment information such as engine number, transmission model, fluid types, tire sizes, belt and filter part numbers, Gross Equipment Weight Rating etc. This information shall be forwarded to the attention of the Supervisor of Fleet Services @ 3330 Harvester Road, Burlington, Ontario, L7N 3M8 and provided upon the delivery of the goods. **The unit shall not be considered “Accepted” without this information.**

## **19. Acceptance of Goods**

Acceptance includes delivery of all keys, documentation, special tooling unless otherwise specified, inspection and receipt of the unit by the Supervisor of Fleet Services or designate (no invoicing shall be approved before acceptance).

The City shall, within thirty (30) calendar days after delivery, furnish details of any deficiencies that preclude acceptance. The successful Bidder(s) shall correct any identified deficiencies within a reasonable time, as agreed between the City and the successful Bidder(s). Deficiencies shall be rectified at the successful Bidder(s) expense in the event the piece of equipment delivered fails to meet the Specifications listed on the Bidders Response Form.

Only upon the acceptance of equipment by the Supervisor of Fleet Services at 3330 Harvester Road, Burlington, Ontario, shall invoices be authorized for payment.

## **20. Manuals**

All Operators', Parts and Maintenance manuals shall be included in the Total Contract Price. An Operator's manual shall be delivered with each unit as part of the delivery acceptance.

The City requires an electronic version of the parts and service manual (full shop manual) and if available, two hard copies.

If a training manual is available, the City requests one manual, electronic version preferred.

## **21. Technical Training**

The successful Bidder shall provide a person who is fully qualified to provide technical training to technicians in the repair and maintenance of this equipment. The cost of this training, if any, shall be included in the price. The initial training shall be arranged with the Corporate Fleet Training Specialist prior to delivery and shall take place within the geographical area of the City (as selected by Fleet or user department) within five (5) business days of the delivery date.

## **22. Operator Training**

The successful Bidder shall provide a person who is fully qualified to operate the unit and instruct others in its operation. The cost of this training, if any, shall be included in the price. The initial training shall be arranged with the Corporate Fleet Training Specialist prior to delivery and shall take place within five (5) business days of the delivery date.

## **23. Warranty**

All goods and services supplied by the Vendor shall be new and warranted for at least twelve (12) months. All installations completed as well as labour for repairs shall have a minimum of twelve (12) month warranty. All costs associated with moving materials to and from the City facility shall be borne by the Vendor during the warranty period. The warranty coverage shall come into effect after the necessary inspections and testing have been completed by the City, repairs, if any have been completed by the Vendor, and the goods and services are accepted by the City.

The successful Bidder shall be required to provide all warranty information upon award of this Tender.

The administration of all warranties on this equipment shall be the responsibility of the successful Bidder. The City shall not deal directly with the successful Bidder's subcontractors. The City's responsibility for warranty work shall end at notifying the successful Bidder.

All warranty work shall be completed at the vendor's facility, or any facility specified at the time of the warranty repair. If the vehicle or equipment requires transportation to another location, it shall be the responsibility of the successful Bidder to pick up the vehicle or equipment and return it to the City location. Towing costs shall become part of the successful Bidder's responsibility where there is a warranty claim.

Upon notification of a warranty work the successful Bidder shall have a maximum of twelve (12) hours to respond to the City as to how the warranty work shall be handled and the expected time of completion. If the warranty work has been identified as an immediate repair the successful Bidder shall be required to respond within a maximum of eight (8) hours as to how the warranty work shall be handled. In the event that the time stipulated to complete the warranty work is not acceptable to the City, the warranty work shall be completed at a City facility by City staff and/or a contracted vendor. The successful Bidder shall honour the warranty for such work conducted by the City and/or contracted vendor. The successful Bidder shall be required to cover all expenses

including but not limited to parts, labour, towing associated with the warranty work.

In the event warranty work is completed by the City and parts are required; the successful Bidder shall be required to supply parts within twenty-four (24) hours from the time of request and/or at the discretion of the City representative placing the order. All parts costs related to the warranty work shall be charged back to the successful Bidder.

The City shall not reimburse the successful Bidder for any direct or indirect costs incurred with respect to any work related to warranty.

The successful Bidder shall warranty any changes made to original manufacturer's equipment to accommodate the accessories, modifications, or additions to the equipment. At a minimum the warranty shall be at a minimum the same as the original full manufacturers' warranties.

#### **24. Purchase Order**

The issuance of a Purchase Order by the City gives rise to a Contract between the City and the successful Bidder in accordance with the terms and conditions set out in the Bid documents, any applicable Addenda, and any other related documents.

#### **25. Recall Information**

If a recall notice is issued on the equipment supplied to the City, where recalls are outside of the required season of use the recall work shall be completed within 24 hours. Where the recall work is required during peak season of use the successful Bidder shall be required to:

- (1) Compensate the City for each day the equipment is out of service (including costs for rental equipment, lost service etc.); or
- (2) Supply rental equipment at no cost to the City until the equipment can be placed back into service; or
- (3) Find an alternate solution for the City until the recall work can be completed.

#### **26. Invoicing and Payment**

The successful Bidder shall provide invoices electronically delivered by way of fax or e-mail in PDF format.

After award, the City shall provide the successful Bidder with invoice contact information. If a successful Bidder does not have e-mail PDF format capability, the successful Bidder shall have a maximum of six months from the date of the award letter to comply with this requirement. The successful Bidder shall be required to retain all records for the duration of the Contract, including all renewal terms, and a minimum of six months after final date of Contract expiry.

Failure to comply with this requirement shall be handled in accordance with the provisions of the Contract.

All invoices submitted for payment to the City shall list:

- Vendor name
- Contract Number (this Bid number)
- Purchase Order Number
- Work Order Number (if applicable)
- Date of Request
- Equipment number
- Vendor product code number with description for each part supplied
- Part Numbers
- Part Price for all parts supplied
- Stewardship fees for each item applicable
- Prompt payment discount by invoice if any

Invoices shall be submitted with the correct Unit Price. Incorrect invoices will be brought to the successful Bidder's attention either by phone, fax, or email. Incorrect invoices shall be corrected by the successful Bidder in one of two ways, depending on the circumstance.

(a) When the City **has not** processed the original incorrect invoice:

- The original incorrect invoice shall be deemed Null and Void. The successful Bidder shall prepare a new invoice with any previously incorrect data corrected.

(b) When the City has processed the original incorrect invoice:

- The successful Bidder shall prepare a credit document to reverse the entire original incorrect invoice, line by line; the credit document shall reference the original invoice number. The successful Bidder shall prepare a new invoice including all line items from the original invoice, with any previously incorrect data corrected; the new invoice document shall reference the original invoice number.

## Birth Record and Parts Form

GENERAL ENTITY DESCRIPTION					
Vehicle #		Location			
Vehicle Name					
Classification		Parent Entity			
Previous Unit		Parent Dept ID			
GENERAL 2					
Replacement Cost		Delivery Date			
Life Expectancy		Budget Year			
Purchase Price		Contract #			
Vendor		Fleet RIN & Lic Renewal Date			
Invoice Number		Keys Ordered	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
P.O. #					
CATEGORIES					
EQUIPMENT GROUP		CVOR		SEASONAL	
OMB Category					
VEHICLE SPECIFICATION					
Make		Engine Serial # (Main)			
Model		Engine Model, Make & HP (Main)			
VIN #		Engine (Aux) Serial #			
Licence #		Engine Model (Aux)			
Year Made		Steering			
Fuel Type	<input type="checkbox"/> DSL <input type="checkbox"/> DYED DSL <input type="checkbox"/> UNL	Transmission Model #			
Secondary Fuel Type		Transmission Serial #			
Weight - Licensed (kg/lbs)	kg lbs	Body Type			
GVWR (kg/lbs)	kg lbs	Body Model #			
Weight - Tare (kg/lbs)	kg lbs	Tires Front			
Axle Weight - Front (kg/lbs)	kg lbs	Tires Rear			
Axle Weight Rear (kg/lbs)	kg lbs	Brakes Front			
Axle Spread (inches)		Brakes Rear			
LUBRICATION SPECIFICATION (Types)					
Engine Oil	Capacity	Fluid Type		Capacity	Fluid Type
Transmission		Power Steering			
Differential		Hydraulic			
Transfer Case		Rear Differential			
		Fuel Tank Capacity			
FILTERS (OEM #s)					
	OEM #	QTY		OEM #	QTY
Primary Oil			Compressor		
Secondary Oil			Hydraulic Oil - Low		
Auxiliary Oil			Hydraulic Oil - High		
Primary Fuel			Coolant Conditioner		
Secondary Fuel			PCV Valve		
Fuel/Water Sep.			PCV Vent		
Transmission - Inner			Air - Inner		
Transmission - Outer			Air - Outer		
BELTS					
	OEM #	QTY		OEM #	QTY
Serpentine/Fan			Power Steering		
Air Compressor			Hydraulic Pump		
A/C Compressor			Auxiliary Pump		
WARRANTY					
Basic Coverage Expiry		Attach. Coverage Expiry			
Basic Coverage Odo		Attach. Coverage Odo			
Corrosion Coverage Expiry		Emmissions Coverage Expiry			
Corrosion Coverage Odo		Emmissions Coverage Odo			
Powertrain Coverage Expiry		Special/Additional			
Powertrain Coverage Odo					
DESCRIPTION - ADDITIONAL INFO					
Rops Cab/Body Model & Serial #		Hr Meter	<input type="checkbox"/> YES <input type="checkbox"/> NO		
ADDITIONAL COMMENTS:					



## **SECTION 3.0**

## **TERMS OF REFERENCE**

### **1. General**

The Corporation of the City of Burlington (the “City” or the “Owner”) is seeking the supply and delivery of newest model year for the following mowers:

1. Three Wheel Drive Riding Greens Mower (estimated quantity 2)
2. Three Wheel Drive Riding Rotary Trim Mower (estimated quantity 1)
3. Seven Plex Contour Rotary Mower Area Mowers (estimated quantity 1)
4. Turbine Debris Blower (estimated quantity 1)
5. Powered Greens Aerator (estimated quantity 1)
6. Four Wheel Drive Out Front Mower with 72 Inch Rear Discharge Deck (estimated quantity 4)
7. Articulating Tractor with Mower decks and Accessories (estimated quantity 1)
8. Zero Turn Mower with 60 Inch Rear Deck, Rear Discharge (estimated quantity 1)

### **2. Compliance to Specifications**

Bidders must confirm compliance to the specifications as stated in the Bidding System.

“Confirm” signifies a mandatory requirement. Bidders who do not fully comply with the spec as written in the Tender, or in accordance with subsequent addenda, will be deemed non-compliant. A negative response to any requirement where the words “must”/ “shall”, or “minimum”/ “maximum”, is used will result in non-compliance and the bid will be disqualified.

“Confirm & Specify” signifies a mandatory requirement, and Bidder's are required to provide information to describe how their product meets or exceeds the specifications. Failure confirm and describe how your product meets or exceeds the requirement may result in non-compliance and the bid may be disqualified.

Where “Specify” is used, it is the Bidder's responsibility to provide information to describe how their product meets or exceeds the specifications. Failure to describe how your product meets or exceeds the requirement may be deemed non-compliant.

A “Yes” is considered an appropriate response and will be interpreted to mean full compliance.

Where “approximate/approximately” is identified within a specification and is related to a numeric value, it shall be understood that “approximate/approximately” shall mean a variance of no more than 10 percent from the numeric value identified in the specification. All approximate sizes and dimensions shall be discussed and agreed upon at the pre-build meeting.



The vehicles/equipment are to include all necessary components for a complete and compatible unit that meets or exceeds all current regulatory standards for such equipment and must be considered included whether specifically mentioned. The unit(s) offered must be newest model year.

### **3. Clarification**

- 3.1 At its sole discretion, the City may clarify any aspect of any Bid received in respect of the Bid with any Bidder at any time, and may clarify any aspect of the price Bid by the Bidder, and
- a) the purpose of such clarification may be,
    - i to enable the city to determine whether the Bid to which it relates complies with the Tender.
    - ii to resolve any ambiguity in the language used, or any other vague or uncertain aspect of the Bid.
  - b) no such clarification shall alter the Bid or constitute negotiation or re-negotiation of the price or any aspect thereof, or the nature or quality of the goods or services to be supplied or performed as set out in the Bid at the close of the Tender, and all correspondence with a Bidder for the purposes of such clarification shall be conducted through the Procurement Section.
- 3.2 Without limiting subsection (4.1), the City's right to clarify shall include the right to request additional or missing information relating to the work that is to be done or the Goods or Services that are to be supplied or the manner in which the Project or Work is to be carried out.
- 3.3 The right of clarification provided under this section is within the sole, complete and unfettered discretion of the City and is for its exclusive benefit and may or may not be exercised by the City at any time and in respect to any or all Bids.
- 3.4 The right to clarify shall not impose upon the City a requirement to clarify with the Bidder any part of a Bid, and where in the opinion of the Manager of Procurement Services the Bid is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, and the City may reject a Bid either before or after seeking a clarification under this section.
- 3.5 Neither the review of its submission with any Bidder, nor the seeking of clarification under this section, shall oblige the City to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Bid or any other Bid.
- 3.6 All clarifications under this section shall be in writing, in a form satisfactory for inclusion in the Contract and satisfactory to the City.
- 3.7 Any Bidder may be required to meet with officials of the City within 30 days of being so requested to explain details of the submission, at a place in

Burlington specified by the City, and transportation to and from the meeting for the Bidder's representatives, as well as the hourly or per diem costs of the meeting itself for any such representative, shall be at the expense of the Bidder.

#### 4. Specification Requirements

Bids will meet all of the Specifications with the options specified in the Bidding System, and Bidders will Confirm that the equipment they are bidding on meets or exceeds the specification and will be delivered as such. If necessary, Bidders should "Submit a Question" prior to the Deadline for Questions to ask if the specification can be revised by the issuance of an addendum.

By submitting a Bid, the Bidder agrees and accepts all terms and requirements of the Tender Documents, and to deliver the vehicles as stated in the Specifications.

Deviations from any part of the Tender Documents, Specifications or Specification Requirement shall be authorized only by way of an Addendum prior to the closing of the Tender. Please refer to *Instructions to Bidders*, Deadline for Questions. Bidders must contact the City's Designated Representative to request revisions if required.

Bidders proposing deviations in their Bid submissions without such authorization (i.e. via an Addendum) shall be considered non-compliant and shall be rejected.

Bidders will complete the compliance check within Bids & Tenders.

Item 1: Three-Wheel Drive Riding Greens Mower		
Category	Description of Requirements	Compliance
General	Manufacturer / Make / Model / Year	Specify
General	Unit Name	Specify
General	Weight	Specify
General	Height	Specify
General	Width	Specify
General	Fuel capacity	Specify
Engine & Electrical	Minimum 3-cylinder liquid-cooled diesel engine. >900cc. Full pressure lubrication. Engine governed to 2760 rpm high idle, 1500 rpm low idle (no load)	Confirm
Engine & Electrical	Air cleaner, with restriction indicator.	Specify
Engine & Electrical	Radiator screen required and must be removable	Specify
Engine & Electrical	Weather Sealed electrical system and connectors	Confirm
Engine & Electrical	Maintenance-free 12-volt battery. 40-amp alternator, amps. High temperature engine-kill override switch.	Confirm
Engine & Electrical	Reel Speed: Approx. 1,950rpm @ 2760rpm (adjustable)	Confirm

<b>Item 1: Three-Wheel Drive Riding Greens Mower</b>		
<b>Category</b>	<b>Description of Requirements</b>	<b>Compliance</b>
Controls	Raise/lower-mow lever. Functional control lever (neutral, mow, transport). Foot operated traction drive and brakes. Hour meter and warning light cluster. Mechanical engine speed control.	Confirm
Traction Drive & Steering	3WD piston pump closed loop system. Foot pedal forward and reverse; infinitely variable.	Confirm
Traction Drive & Steering	Forward-mowing speed is variable from 2-5 mph (3.2-8 km/h), adjusted by stop on pedal mechanism. Mow speed setting does not affect transport speed. Max transport speed is 10 mph (16.1km/h)	Confirm
Traction Drive & Steering	Power steering. No-tool quick adjust steering arm position, with arm motion allowing a wide range of operator sizes. Steering cylinder has through shaft design for precise straight-line tracking.	Confirm
Tires	Smooth tread turf tire.	Specify
Leak Detection	Auditory Leak detection system	Specify
Brakes	Foot activated 6" (15.2 cm) drum type mechanical with rack and pawl lock for parking brake engagement.	Confirm
Seat	Contour seat with high backrest. Operator manual tube mounted for easy access.	Confirm
ROPS	Shall have certified 2-post roll-over protection system.	Confirm
Certification	Certified to meet ANSI specification B71.4-2012 and European CE standards with appropriate kits installed.	Confirm
Options to be included in price	Seat belts	Confirm
Options to be included in price	3 x 8 blade reels, 3 x 14 blade reels in addition to the reels on the unit.	Confirm
Options to be included in price	14 Blade cutting units installed	Confirm
Options to be included in price	3 Dethatching reels, Regular 2mm thickness	Confirm
Options to be included in price	3 Dethatching reels, Regular 2mm thickness	Confirm
Options to be included in price	3 Greens Roller Heads	Confirm
Options to be included in price	Front lights and mounting kit	Confirm
Options to be included in price	Rear working light	Confirm
Options to be included in price	3 Wheel drive weight kit	Confirm
Options to be included in price	Radiator screen kit	Confirm

<b>Item 1: Three-Wheel Drive Riding Greens Mower</b>		
<b>Category</b>	<b>Description of Requirements</b>	<b>Compliance</b>
Options to be included in price	Hydraulic Oil cooler kit	Confirm
Options to be included in price	Premium hydraulic fluid	Confirm
Options to be included in price	Premium engine oil	Confirm
Options to be included in price	Spark Arrestor	Confirm
Options to be included in price	Leak Detector	Confirm
Options to be included in price	Hose adaptor Kit	Confirm
Options to be included in price	Front narrow Wiehle rollers on all reels	Confirm
Options to be included in price	Height of cut bar assembly	Confirm
Options to be included in price	Armrest kit and armrests	Confirm
Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm
Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Specify
Warranty	Basic Warranty: years / kms	Specify
Warranty	Power Train Warranty: years / kms	Specify
Warranty	if additional warranties are available, upload documentation and costs into the Bidding System	Specify
Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm
Manuals	Manuals, digital – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm
Training	Successful bidder will include a training session and available training videos.	Confirm

<b>Item 2: Three-Wheel Drive Riding Rotary Trim Mower</b>		
<b>Category</b>	<b>Description of Requirements</b>	<b>Compliance</b>
General	Manufacturer / Make / Model / Year	Specify
General	Unit Name	Specify
General	Fuel capacity	Specify
General	Overall Width	Specify
General	Overall Length	Specify
General	Weight	Specify
Engine specifications	Minimum 3-cylinder, liquid-cooled diesel Engine. 24.8hp rated at 3000 rpm. Torque peak at 52.7ft lb @ 2200 rpm. Minimum displacement at 1100cc.	Confirm

Item 2: Three-Wheel Drive Riding Rotary Trim Mower		
Category	Description of Requirements	Compliance
Engine specifications	Replaceable air filter. Fuel filter/water separator. Rear-mounted, cross flow 4-row radiator. EPA Tier 4 Final and Stage V compliant	Confirm
Configuration	Rear mounted engine, front operator position. Two post ROPS, seat belt and slope indicator	Confirm
Traction Drive	Hydrostatic 3-wheel drive provides infinitely variable ground speed in forward and reverse.	Confirm
Ground Speed	Mow: 0-6 mph (0-10 km/h), mow speed is factory preset at 6 mph but is adjustable; Transport: 0-9 mph (0-14 km/h); Reverse: 0-4 mph (0-6 km/h). Ground Clearance: 6" (15.3 cm).	Confirm
Controls	Forward and reverse traction control pedals; mow/transport foot lever; hand activated parking brake; hand operated ignition key switch; tilt steering wheel lock; PTO switch; throttle; joystick control for deck raises and lowers; cutting deck transport lock.	Confirm
Gauges & Diagnostics	Fuel gauge and hour meter, light cluster with glow plug and charge indicator lights, low engine oil pressure and high coolant temperature warning lights (high temperature safety shut off).	Confirm
Electrical & Interlocks	Traction pedal, operator presence in seat, PTO engage or disengage, and cutting deck mow or transport safety interlock switches. Parking brake set prohibits movement through traction pedal. 40-amp alternator and 12-volt battery.	Confirm
Hydraulics	Open center, manual valves, gear pump hydraulic system.	Confirm
Steering	Hydraulic power steering, tilt wheel.	Confirm
Tires & Wheels	Turf Tread rear tire.	Specify
Brakes	Dynamic through hydrostatic transmission service brake. Hand actuated over center, drum type parking brake.	Confirm
Certification	Complies with ANSI B71.4-2017 and EN5395.	Confirm
Cutting Decks	3x 27" (69 cm) rear-discharge rotary with standard full-length striping rear rollers on each deck. System allows all three decks to slide right and left 12" (30 cm) of center, 24" (61 cm) total travel.	Confirm
Width of Cut	68" (173 cm), standard. Deck overhang for trimming is 12" (30.5 cm) at 68" (173 cm) width of cut and 14" (35 cm) at 72" (183 cm). Overlap: 4.5" (11.4 cm) at standard width of cut.	Confirm
Height of Cut	0.75"-4" (1.9-10.2 cm) in 0.25" (.6 cm) increments. 3-position 0.030" (0.08 cm) incremental calibration	Confirm
Mowing rate	At 68" (173 cm) width of cut, 4.1 acres/hr. (1.7 hectares/hr.)	Confirm
Construction	10-gauge steel constructed chambers with 12-gauge welded reinforcements. Heavy-duty exoskeleton deck carrier frame, 1.5" (3.8 cm) square x .25" (.6 cm) wall tube with 7-gauge side supports. Spindle support 3/16" (.48 cm) high-strength steel and 10-gauge exterior channels.	Confirm

<b>Item 2: Three-Wheel Drive Riding Rotary Trim Mower</b>		
<b>Category</b>	<b>Description of Requirements</b>	<b>Compliance</b>
Options to be included with price	Work Light Kit	Confirm
Options to be included with price	Universal sunshade - Red	Confirm
Options to be included with price	Safety/ Golf Ball Operator Cage for back of ROPS	Confirm
Options to be included with price	Leaf Mulching Kit	Confirm
Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm
Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Confirm
Warranty	Basic Warranty: years / kms	Specify
Warranty	Power Train Warranty: years / kms	Specify
Warranty	If additional warranties are available, upload documentation and costs into the Bidding System	Specify
Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm
Manuals	Manuals, digital – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm
Training	Successful bidder will include a training session and available training videos.	Specify

<b>Item 3: Seven-Plex Contour Rotary Mower Area Mowers</b>		
<b>Category</b>	<b>Description of Requirements</b>	<b>Compliance</b>
General	Manufacturer / Make / Model / Year	Specify
General	Unit Name	Specify
General	Fuel capacity	Specify
General	Overall Width	Specify
General	Overall Length	Specify
General	Weight	Specify
Engine	Minimum 4-cylinder liquid-cooled, turbo-charged diesel. 55hp at rated speed of 2700 rpm. Torque peak of 125 ft-lbs at 2000rpm. Displacement of 127cu.in.	Confirm
Air Cleaner	Dry, replaceable primary and safety elements.	Confirm



Item 3: Seven-Plex Contour Rotary Mower Area Mowers		
Category	Description of Requirements	Compliance
Traction Drive	Parallel hydrostatic, closed loop system with full-time 4WD forward/reverse in low (mow) and high (transport) range with optional full-time or momentary traction flow divider. Has feature that controls traction speed to maintain optimal cutting blade speed.	Confirm
Diagnostics	Diagnostics pressure test ports: forward and reverse traction, deck circuit 1 & 2, reverse 4WD, lift, steering, traction charge, and counterbalance.	Confirm
Ground Speed	Transport: 0-13 mph (0-21 km/h) forward, 0-8.0 mph (0-12.8 km/h) reverse.	Specify
Ground Speed	Mow: 0-8.0 mph (0-12.8 km/h) forward, 0-6.5 mph (0-10.4 km/h) reverse. (Max speeds adjustable by both operator and supervisor.)	Specify
Tires	Turf Tires	Confirm
Main Frame	All welded formed-steel frame with integral tie-down anchors.	Confirm
Brakes	Dynamic through hydrostatic transmission, plus mechanically actuated, internal wet disc brakes on input to each planetary drive. Individual foot-operated steering brake control of left and right front wheel. Lock pedals together and latch to engage parking brake.	Confirm
Seat	Premium seat with adjustments for operator weight via air ride suspension, seat fore/aft position, seat back angle, arm rest height and retractable seat belt.	Confirm
Instrumentation	Onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics. Indicates fuel level, coolant temperature, intake temperature, low oil pressure, alternator, engine hours, engine rpm, hydraulic oil temperature, voltage and fuel usage.	Confirm
Controls	Ignition switch, traction range selection switch, PTO switch, light switch, cruise control switch. Foot-operated traction pedal, individual foot-operated steering brake control of left and right wheels with parking brake lock. Lift Switches: Three 2-position switches.	Confirm
Electrical	12-volt, 650 cold cranking amps battery, 40-amp alternator. Overload protection with automotive type fuses.	Confirm
Work lights	Standard, LEDs, 650 lumens.	Confirm
ROPS	2-post foldable, standard.	Confirm
Mowing Rate	Minimum of 12.1 acres/hr. (4.9 hectares/hr.)	Confirm
Cutting units	Seven Contour Plus 27" (68.6 cm), rear-discharge rotary cutting units with standard full-length striping rear rollers	Confirm
Cutting units	Mulching blades installed on delivery.	Confirm
Width of Cut	150" (381 cm), overlap 6.5" (16.5 cm), overhang 30.9" (78.4 cm).	Confirm

Item 3: Seven-Plex Contour Rotary Mower Area Mowers		
Category	Description of Requirements	Compliance
Height of Cut	0.75"-4" (1.9-10.2 cm) in 0.25" (.6 cm) increments. 3-position 0.030" (0.08 cm) incremental calibration	Confirm
Wing Protection	Must has an impact absorption device on wing decks.	Confirm
Options to be included in purchase	Safety and security cage for back of ROPS.	Confirm
Options to be included in purchase	7 Spare mulching blades included.	Confirm
Options to be included in purchase	Premium seat	Confirm
Options to be included in purchase	Universal sunshade - Red	Confirm
Options to be included in purchase	Leaf mulching kit	Confirm
Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm
Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Confirm
Warranty	Basic Warranty: years / kms	Specify
Warranty	Power Train Warranty: years / kms	Specify
Warranty	if additional warranties are available, please describe, and provide costs	Specify
Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm
Manuals	Digital manuals – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm
Training	Successful bidder will include a training session and available training videos.	Confirm

Item 4: Turbine Debris Blower		
Category	Description of Requirements	Compliance
General	Manufacturer / Make / Model / Year	Specify
General	Unit Name	Specify
General	Weight	Specify
General	Fuel capacity	Specify
General	Overall Width	Specify
General	Overall Length	Specify
Engine	Minimum 24 hp and >700cc, 2-cylinder air cooled, electronically governed, gas	Confirm

Item 4: Turbine Debris Blower		
Category	Description of Requirements	Compliance
Fan Design	High-efficiency, axial flow, turbine-type fan assembly.	Confirm
Controller	Handheld wireless RF controller provides capability to start and stop the engine, adjust engine throttle up and down for high to low RPM range of operation, and rotate nozzle 360 degrees in either direction. Ergonomic, weather resistant.	Confirm
Nozzle	Single-piece impact-resistant plastic with 13" outlet diameter.	Confirm
Rotor Diameter	14" (35.5 cm)	Confirm
Fan assembly diameter	14" (35.5 cm)	Confirm
Tow-Behind Trailer	Lawn-tractor style hitch (Category 1). Three-hole locations to accommodate varying receiver heights.	Confirm
Tire Size	Turf tire.	Confirm
Fenders	Custom injection molded plastic.	Confirm
Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm
Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Confirm
Warranty	Basic Warranty: years / kms	Specify
Warranty	Power Train Warranty: years / kms	Specify
Warranty	if additional warranties are available, please describe, and provide costs	Specify
Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm
Manuals	Digital Manuals – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm
Training	Successful bidder will include a training session and available training videos.	Specify

Item 5: Powered Greens Aerator		
Category	Description of Requirements	Compliance
General	Manufacturer / Make / Model / Year	Specify
General	Unit Name	Specify
General	Fuel capacity	Specify
General	Overall Width	Specify
General	Overall Length	Specify
General	Weight	Specify
Engine	Minimum 2-cylinder, >20hp and >670cc displacement Replaceable element air filter. External spin-on oil filter.	Confirm
Electrical	12-volt, 15 amp regulated charging alternator/generator	Confirm

Item 5: Powered Greens Aerator		
Category	Description of Requirements	Compliance
Drivetrain	Series parallel, closed loop, hydrostatic 3WD drive. Automatically switches to 2WD while in aeration mode and traveling in forward direction with coring head raised allowing a tighter turning radius	Confirm
Hydraulic System	Remote spin-on filter. extended life hydraulic fluid.	Confirm
Construction	Welded steel frame with cast crank and arm assembly.	Confirm
Tires	2-ply rated, smooth tread, tubeless.	Confirm
Brakes	Dynamic braking through hydrostatic transmission. Parking brake actuated when steering handle is raised into storage position.	Confirm
Instrumentation	Warning lights, tachometer.	Confirm
Controls	Redundant operator presence bails, aeration start/stop bails and traction speed thumb wheels on handle. Tine length calibration, tine depth and forward hole spacing set. Bump stop, delayed or immediate drop switch, cruise control on/set/off switch, aerate or transport switch and optional LED light kit switch located on operator console. Ignition, tachometer on side console.	Confirm
Interlocks	Operator presence, clutch latch, traction neutral, coring head raise/lower.	Confirm
Certification	ANSI B71.4-2017. CE & EU machinery directives.	Confirm
Tines	Tine Heads - (1) set of Quad tine heads with 3/8" mount. (1) set of four tine heads with 7/8" mount.	Confirm
Tines	Turf guards for the above-mentioned tine heads.	Confirm
Tines	To be equipped with max quad tines.	Confirm
Options to be included in the purchase	LED Light Kit	Confirm
Options to be included in the purchase	Windrower Kit	Confirm
Options to be included in the purchase	Tire Scrapers	Confirm
Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm
Key fob/Keys	Two (2) working keys will be supplied with the equipment.	Confirm
Manuals	Digital Manuals – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm
Training	Successful bidder will include a training session and available training videos/manual	Specify

Item 6: Four-Wheel Drive Out Front Mower with 72 Inch Rear Discharge Deck		
Category	Description of Requirements	Compliance
General	Manufacturer / Make / Model / Year	Specify
General	Unit Name	Specify
General	Fuel capacity	Specify
General	Overall Width	Specify
General	Overall Length	Specify
General	Weight	Specify
Engine	Minimum 3-cylinder liquid-cooled, diesel. Displacement minimum at 1260cc. Power approximately 24.7hp @ 3000rpm EPA Tier 4 / Stage V compliant.	Confirm
Traction Drive	Series/Parallel hydraulic traction system w/full time 4-wheel drive.	Confirm
Ground and Mow Speed	Transport: Up to 12.5 MPH (20 km/h) Forward, Up to 5.5 MPH (8.9 km/h) Reverse	Specify
Ground and Mow Speed	Mow: Up to 12.5 MPH (20 km/h) Forward	Specify
Tires	Turf Tires	Confirm
Main Frame	All welded tubular and formed steel	Confirm
Brakes	Dynamic braking through hydrostat and foot pedal. Parking Brake: Hand-actuated drum type on front left and right traction wheels	Confirm
Seat	Mechanical Suspension Seat	Confirm
Instrumentation	Onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics. Indicates coolant temps, oil pressure, alternator voltage, engine hours.	Confirm
Controls	Foot-operated pedal for forward and reverse. Manually adjustable forward speed limiter. Control arm includes hand-operated throttle, PTO switch, deck/implement lift lower switch, ignition switch, glow plug switch	Confirm
Electrical	12V maintenance-free battery with 540 cold cranking amps at 0 degrees. Seat, PTO, lift/lower, traction and parking brake interlock switches. Easy access to fuse panel.	Confirm
Work lights	Standard, LEDs	Confirm
ROPS	2-post foldable, standard.	Confirm
Mowing Rate	Mows up to 7.3 acres/h (2.9 hectares/h) with 72" deck	Confirm
Deck Construction	72" Deck - 7-gauge (4.5 mm) high-strength steel top shell, 5.5" (14 cm) deep; welded deck with a rear rubber flap to direct clippings down through the rear of the machine	Confirm
Height of Cut	1"-6" (25 - 152 mm) adjustable in 0.5" (12.7 mm) increments.	Confirm
Blade Tip Speed	Approximately 17,005 FPM (24hp Engine)	Confirm
Blades	Three 0.25" (6 mm) thick, 2.5" (63 mm) wide, heat-treated steel blades.	Confirm

Item 6: Four-Wheel Drive Out Front Mower with 72 Inch Rear Discharge Deck		
Category	Description of Requirements	Compliance
Deck Cover	Quick-release type latches, no tools required. Thermoplastic polyolefin reduces weight and noise.	Confirm
Cutter Drive	Solid mounted, splined PTO-driven gearbox transfers power to three separate spindles via one "B" section belt.	Confirm
Options to be included in purchase.	Safety and security cage for back of ROPS.	Confirm
Options to be included in purchase.	6 High Sail blades.	Confirm
Options to be included in purchase.	Recycler Kit	Confirm
Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm
Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Confirm
Warranty	Basic Warranty: years / kms	Specify
Warranty	Power Train Warranty: years / kms	Specify
Warranty	if additional warranties are available, please describe, and provide costs	Specify
Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm
Manuals	Digital Manuals – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm
Training	Successful bidder will include a training session and available training videos.	Confirm

Item 7: Articulating Tractor with Mower decks and Accessories		
Category	Description of Requirements	Compliance
General	Manufacturer / Make / Model / Year	Specify
General	Unit Name	Specify
General	Weight	Specify
General	Fuel capacity	Specify
General	Overall Width	Specify
General	Overall Length	Specify
Engine	Minimum 31hp gas powered, peak torque 47 ft lb with minimum 820cc. 2-cylinder liquid cooled engine.	Confirm
Electrical	30-amp alternator	Confirm
Slope Rating	30deg/30deg - continuous/intermittent	Confirm
Drivetrain	Hydraulic pump with Hydraulic oil cooler, Hydraulic oil filters	Confirm
Front Hitch	Ventrac Mount System, or approved equivalent	Confirm



Item 7: Articulating Tractor with Mower decks and Accessories		
Category	Description of Requirements	Compliance
PTO	Electric PTO clutch with brake	Confirm
Tires	Turf tire.	Confirm
Travel speed	Low Range-5mph forward, 4mph reverse, High Range-10mph forward, 8mph reverse	Specify
Instruments	Tachometer, Speedometer, hour meter, engine temp, fuel level, voltmeter	Confirm
Instruments	Indicator lights - Parking brake, engine high temp, hydraulic oil temp, low voltage, low oil pressure.	Confirm
Lights	Head lights - 4 LED	Confirm
Lights	Taillights - 2 red LED	Confirm
Controls	Forward / Reverse- speed, direction, lift, auxiliary-handle with optional foot pedal included.	Confirm
Controls	Auxiliary Hydraulics-secondary handle	Confirm
Controls	Throttle - Dash mount	Confirm
Controls	Front hitch lock-column mounted	Confirm
Controls	PTO Belt tensioner-front mounted, automatic tension.	Confirm
Controls	Weight tensioner-5 position	Confirm
Steering	Power steering	Confirm
ROPS	Folding ROPS with heavy duty seat belt.	Confirm
Options to be included in the purchase.	8 Wheel configuration with turf tires.	Confirm
Options to be included in the purchase.	Digital slope indicator	Confirm
Options to be included in the purchase.	Deluxe high back seat	Confirm
Options to be included in the purchase.	Contour mowing deck	Confirm
Options to be included in the purchase.	Wide area deck	Confirm
Options to be included in the purchase.	Turbine Blower	Confirm
Options to be included in the purchase.	Trencher	Confirm
Options to be included in the purchase.	Stump Grinder	Confirm

Item 7: Articulating Tractor with Mower decks and Accessories		
Category	Description of Requirements	Compliance
Options to be included in the purchase.	Flail mower	Confirm
Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm
Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Confirm
Warranty	Basic Warranty: years / kms	Specify
Warranty	Power Train Warranty: years / kms	Specify
Warranty	if additional warranties are available, please describe, and provide costs	Specify
Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm
Manuals	Digital Manuals – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm
Training	Successful bidder will include a training session and available training videos.	Specify

Item 8: Zero Turn Mower with 60 Inch Rear Deck, Rear Discharge		
Category	Description of Requirements	Compliance
General	Manufacturer / Make / Model / Year	Specify
General	Unit Name	Specify
General	Weight	Specify
General	Fuel capacity	Specify
General	Overall Width	Specify
General	Overall Length	Specify
Engine	Minimum four (4) cylinder, diesel engine, liquid cooled, compliant to the most current emissions standards compliant. 30.8 hp at 2500rpm minimum. Minimum displacement of 1400cc.	Confirm
PTO	Shaft drive, Clutch - Hydraulic independent PTO clutch with wet multi disks, PTO brake - Single Wet disk	Confirm
Speed Controls	2-hand levers	Confirm
Main Frame	A unitized frame design to be used to support the drive train and to incorporate all mounting brackets required for the addition of other available options	Confirm
Seat	Air-ride suspension seat with Reclining and lumbar support	Confirm
Brakes	Wet multi disks, foot applied, released	Confirm
Steering	Full hydrostatic power steering	Confirm
Steering	Zero turn radius	Confirm
Electrical	Maintenance free battery : 12 V, CCA : 670A , RC : 115 min	Confirm
Electrical	Alternator : 75 Amps 12Volts	Confirm

Item 8: Zero Turn Mower with 60 Inch Rear Deck, Rear Discharge		
Category	Description of Requirements	Compliance
Electrical	Safety Interlock System to be installed to disengage PTO if the operator leaves the seat	Confirm
Electrical	LCD gauge panel	Specify
Electrical	If any warning lights are illuminated an audible alarm/buzzer to go off to alert the driver	Confirm
Fuel	Fuel tank to be largest capacity available	Confirm
Fuel	Fuel tank shall be full upon delivery	Confirm
Fuel	Fuel/water separator	Confirm
Fuel	"Diesel Fuel Only" decal to be installed	Confirm
Interlocks	Engine start – operator in seat, brake pedal depressed, or park brake engaged, traction pedal in neutral, PTO disengaged.	Specify
Interlocks	Automatic engine shut down if the operator leaves the seat	Confirm
Drive System	Two (2) wheel drive configuration	Confirm
Drive System	Hydrostatic transmission or dual pumps and wheel motors	Confirm
Drive System	Variable speed control	Confirm
Drive System	Safety interlock system to be installed on the Unit. Engine will not start if the PTO is engaged.	Specify
Drive System	Transmission oil cooler	Confirm
Operator Control Platform	The operator's seat to be fully adjustable. It will also include a certified seat belt and arm rests	Confirm
Operator Control Platform	The operator to be protected by a two (2) post certified ROPS	Confirm
Operator Control Platform	ROPS location to sit behind and / or wider than the operator's seat to avoid operator interference	Confirm
Operator Control Platform	All controls to be easily accessible to the operator	Confirm
Operator Control Platform	Hydraulic lift control	Confirm
Wheels And Tires	Tires shall meet GWR as recommended by the manufacturer with the highest ply rating available	Confirm
Hydraulics	Equipped with a hydraulic pump of demonstrated and proven capacity to properly and efficiently operator all attachments under full load without overheating	Confirm
Hydraulics	Hydraulic oil reservoir level indicator	Confirm
Mower Deck	Mower deck to be rear discharge type	Confirm
Mower Deck	Mower cutting width to be 60 inches	Confirm
Mower Deck	Height of the cut to range from one (1) inch to four (4) inches approximately minimum in ¼ increments	Specify
Mower Deck	Deck construction to be made of an appropriate gauge thickness to withstand the daily operational pressures imposed	Confirm
Mower Deck	Height of the cut to be easily adjustable without tools	Specify

Item 8: Zero Turn Mower with 60 Inch Rear Deck, Rear Discharge		
Category	Description of Requirements	Compliance
Mower Deck	Two (2) front mounted fully pneumatic caster wheels to be supplied. Caster wheels to be fully adjustable without the use of tools. All other deck tires shall be foam filled.	Confirm
Mower Deck	Three (3) mower mulching blades minimum to be supplied – made of heat-treated steel	Confirm
Mower Deck	Mower deck to be fully baffled to provide positive lift and uniform discharge	Confirm
Additional Equipment to be included in the purchase	Four (4) dedicated tie downs made from drop forged steel, rated at 5,000 pounds in any direction and compliant with the national safety code for motor carrier, standard ten (10) inch cargo securement to be supplied and installed, location to be determined prior to delivery	Confirm
Additional Equipment to be included in the purchase	Mulching Kit	Confirm
Additional Equipment to be included in the purchase	Catch All” hopper style grass catcher. This hopper style grass catcher holds 11.4 bushels of clippings. The hopper is easy to remove and can be emptied while the operator remains seated.	Confirm
Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm
Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Confirm
Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm
Manuals	Digital Manuals – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm

## **SECTION 4.0**

## **STANDARD TERMS AND CONDITIONS**

### **1. Rejection of Bids**

Bids with one or more of the following may be declared informal and/or disqualified and/or rejected:

- a) Bids that do not comply strictly with all terms and conditions of the Bid Solicitation document.
- b) Bids that are incomplete, conditional, qualified, illegible or obscure, or that contain additions not called for.
- c) Bids that are based upon an unreasonable period for completion of the Work.
- d) Bids received from Bidders involved in civil litigation or pending litigation with the City or banned or on probation with the City.

### **2. Addendum**

All addendum or addenda issued prior to the Closing Time shall form part of this document. The onus is on the Bidder to verify that they have received and reviewed all addenda prior to Closing Time. The cost of complying with the addendum or addenda requirement (if any) shall be included in the Bid price. It is the responsibility of the Bidder to seek clarification of any matter that they consider unclear before submitting a Bid. The City is not responsible for any misunderstanding of the Bid Solicitation document on the part of the Bidder.

It is understood and acknowledged that while the Bid Solicitation document includes specific requirements, a complete review and recommendation is required. Minor items or details not herein specified, but obviously required for the Work shall be provided as if specified in conformance with modern practices. Any omissions or errors or misrepresentation of these requirements and specifications within the Bid Solicitation document shall not relieve the Vendor of the responsibility of providing the services or products as aforesaid.

### **3. Procurement By-Law**

All Bids received by the City are governed by its Procurement By-law, which set rules in determining the validity of all Bids. Bids will be called, received, evaluated, accepted and processed in accordance with the City's Procurement By-law. By submitting a Bid, each Bidder agrees to be bound by the terms and conditions of the City's Procurement By-law and any amendments to it, as fully as if it were reproduced and attached to the Bid Solicitation document.

The City's Procurement By-law is available on the City's website at: <https://www.burlington.ca/en/by-laws-and-animal-services/resources/By-laws/By-law-Search/2022-By-laws/004-2022-By-law.pdf>

### **4. Basis of Award (Price factor)**

Bidders shall be deemed to have included all costs related to the Work in the Total

Price as provided in their Bid, except for items clearly identified as provisional in the Bid Solicitation document. In no case shall the invoicing for the entire Work performed exceed the Total Price, unless additional Work is ordered by the City in writing. The unit prices as well as provisional pricing shall be used to invoice the additional or provisional work, as required by the City. For the purpose of award, the Total Price will be considered as representing the intention of the Bidders and will be used as the basis for comparison of Bids for the price factor.

#### **5. Mathematical Errors (Unit Prices Prevail)**

Should there be any error in extensions, additions or computations, the City shall be entitled to correct such errors based upon the unit prices supplied, and the corrected total shall be considered as representing the intention of the Bidder and shall be used as the basis for comparison of bid submissions.

#### **6. Incurred Cost**

The City will not be liable, nor reimburse any Bidder for costs incurred in the preparation of the Bid, or any other services that may be requested as part of the procurement process.

#### **7. No Lobbying and Single Point of Contact**

Any attempt on the part of the Bidder or any of its employees, servants, agents, contractors or representatives to contact any of the following persons, directly or indirectly, with respect to this procurement may lead to disqualification:

- a) any elected or appointed officer;
- b) any staff of the City except the Procurement Representative as identified in the Bid Solicitation document; or
- c) any other person connected in any way with the procurement.

#### **8. No Collusion**

Bid shall be made without any comparison of figures or arrangement with any other individual, corporation or person submitting a Bid for the same Work and shall be fair in all respects and shall be without collusion or fraud.

#### **9. Conflict of Interest**

By submitting a Bid, the Bidder confirms that they have no conflict of interest with respect to other work and/or other clients except otherwise specified on the Form of Offer submitted by the Bidder. The Bidder shall ensure that all subcontractors and sub-consultants also have no conflict with respect to other work and/or other clients.

#### **10. Pricing and Taxes**

- a) Prices shall be in Canadian funds, quoted separately for each item if stipulated.
- b) Prices shall be firm for the duration of the Contract, unless specified otherwise in



the Bid Solicitation document.

- c) The Bid price must include all incidental costs and the Bidder shall be deemed to be satisfied as to all the full requirements of the Bid Solicitation document.
- d) The Bid shall include all applicable customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the Work.
- e) Harmonized Sales Tax (HST) - All Bid prices submitted shall exclude the HST or show the HST amount separately.
- f) Should any additional tax, duty, or any variation in any tax or duty or legislative changes such as minimum wage revision be imposed by either or both of the Governments of Canada or Ontario and become directly applicable to Work specified in the Bid Solicitation document subsequent to submission by the Bidder and before the completion of the Work covered thereby, an appropriate increase or decrease in the Contract price shall be made to compensate for such changes as of the effective date thereof.

The Bidder shall be responsible to contact the federal or provincial sales tax branches directly to verify any questions on applicable taxes and, if applicable, shall be shown on the Bid. Any extra charges not specified will not be paid.

#### **11. Electronically submitted Bids to be Considered an Offer**

The submission of a Bid through the Bidding System (<https://burlington.bidsandtenders.ca>) shall be deemed to constitute an "Offer" which may be accepted, at the option of the City by:

- a) written acknowledgment of acceptance, or
- b) the issuance of City's Purchase Order
- c) the issuance of an agreement or an award confirmation notice and upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Bidder. Upon acceptance of the Bid, both parties hereto agree to do everything necessary to ensure that the terms of the Contract with the Vendor take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect their right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform their undertakings hereunder when such delay or failure is due to force majeure.

The City reserves the right to remove from future eligibility, the name of any Bidder for failure to accept a Contract or for unsatisfactory performance of a Contract.

#### **12. Variation of Bid Prices**

No variation in the Total Price, unit prices and/or provisional pricing will be permitted after Closing Time, except in the instance of variation solely due to an increase or

decrease in the rate of eligible taxes, beyond the control of the Bidder, occurring after the time of submission of their Bid. An increase or a decrease in the rate of eligible taxes, under these circumstances, shall alter the price of the Bid, but only to the extent of the tax increase or decrease.

### **13. Patent, Copyright and Other Proprietary Rights**

The Bidder (by responding) agrees that the Bid on acceptance by the Procurement Representative, become the property of the City. The copyright for respective purchased concepts and/or materials will become the property of the City unless otherwise mutually agreed upon by the Bidder and the City.

All Bids, other documents as well as correspondence are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

### **14. Reserved Rights of the City**

The City reserves the right, in its sole and unfettered discretion, to:

- a) make changes, including substantial changes, to the Bid Solicitation document provided that those changes are issued by way of addenda in the manner set out in the Bid Solicitation document;
- b) make public the names of any or all Bidders;
- c) check references other than those provided by any Bidder;
- d) to reject any, or any part of, any or all Bids, or cancel the bidding process at any stage and/or issue a new bid call for the same or similar deliverables;
- e) disqualify any Bidder:
  - i. whose Bid contains misrepresentations or any other, inaccurate or misleading information, or any qualifications within their Bid,
  - ii. who has engaged in conduct prohibited by the Bid Solicitation document,
  - iii. with inadequate credentials or due to unsatisfactory past performance,
- f) reject Bid(s) from Bidder who has engaged in lobbying or has contravened any of the terms of the Bid Solicitation document;
- g) reject a Bid on the basis of:
  - i. information provided by references or credit check or other due diligence efforts,
  - ii. the information provided by a Bidder pursuant to the City exercising its clarification rights under the procurement process, or
  - iii. other relevant information that arises during the procurement process;
- h) if a single Bid is received, choose to reject the Bid of the sole Bidder and cancel the bidding process or enter direct negotiations with the sole Bidder;
- i) accept a Bid other than the lowest or highest scoring and/or to not accept any Bid

for any reason whatsoever;

- j) negotiate in circumstances as permitted by the Procurement By-law, and include additional terms and conditions during the process of negotiations;
- k) no longer consider a Bidder if a satisfactory outcome is not reached as part of negotiation, as determined by the City in its sole discretion and move to the next highest ranked Bid in such event;
- l) select a Bidder other than the Bidder whose Bid reflects the lowest cost to the City and/or award the Contract to any Bidder;
- m) not award the Contract if the costs of completing the Work exceed budget funding or if necessary internal approvals are not obtained;
- n) reject unbalanced Bids(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances. The City shall not be liable for any expenses, costs or losses suffered by any Bidder or any third party resulting from the City exercising any of its expressed or implied rights under this bidding process.

#### **15. Non-Assignment**

It is mutually agreed and understood that the Bidder shall not assign, transfer, convey, sublet or otherwise dispose of their agreement or their right, title or interest therein, or their power to execute the Contract, to any other person, firm, Bidder or corporation without the previous written consent of the City. An assignment agreement may be required.

#### **16. Waiver**

No term or provision of the Bid Solicitation document shall be deemed waived, and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented to the breach. No consent by a party to, or waiver of, a breach under the procurement process shall constitute consent to, waiver of, or excuse for any other, different or subsequent breach.

The City does not accept responsibility for any information or any errors or omissions which may be contained in the Bid Solicitation document, or the data, materials or documents disclosed or as provided to the Bidders pursuant to the procurement. The City makes no representation or warranty, either expressed or implied, in fact or in law with respect to the accuracy or completeness of the Bid Solicitation document or such data, materials or documents and the City shall not be responsible for any actions, costs, losses or liability whatsoever arising from any Bidder's reliance or use of the Bid Solicitation document or any other technical or historical data, materials or documents provided by the City. The Bidder is responsible for obtaining its own independent financial, legal, accounting and technical advice with respect to any information included in the Bid Solicitation document or in any data, materials, or documents provided or required by the City.

## **17. Withdrawal / Resubmission**

A Bidder may withdraw or edit and resubmit their Bid any time prior to the Closing Time. The most recent submission or withdrawal received in the Bidding System on or before the Closing Time shall prevail and shall overwrite all previous submission(s) and withdrawal(s).

## **18. Approvals and Award Recommendation**

All Bids contained herein are subject to the approval of the City as required under the Procurement By-Law. The award may also be subject to the approval of the City Council and the availability of funding. Bids shall be irrevocable and open for acceptance by the City for a period of One Hundred Twenty (120) calendar days after the Closing Time. Neither the issuance of the Bid Solicitation document nor the acceptance of a reply or Bid shall constitute any obligation or imply any commitment on the part of the City. The highest scored or lowest priced compliant or any Bid shall not necessarily be accepted. Award of the Work shall be as recommended by the City's evaluation committee in conjunction with the Procurement Representative, and as approved by the City Council if necessary. In the evaluation of Bids, it is understood by the Bidder that the City reserves the right to accept or reject any or all Bids, in whole or in part, for any reason whatsoever, and to accept any Bid if, upon evaluation and analysis, it is considered to be in the best interest of the City.

Bidders are advised to not make any business decisions, assignment or any sub-contract for the execution of the Work, before receiving a written award confirmation from the Procurement Representative.

## **19. Documents for Contract execution**

Within ten (10) working days of receiving a request or intent to award from the Procurement Representative, the Bidder receiving the above notification ("Recommended Bidder") shall provide following:

- a) Insurance certificate with coverage specified in the Bid Solicitation document,
- b) WSIB clearance certificate valid on date of award or an exemption letter,
- c) An executed agreement, if applicable duly signed and sealed by the authorized signatory,
- d) Contract security, if applicable as specified in the Bid Solicitation document,
- e) Any other submittal, if specified in the Supplemental Terms and Conditions or in the intent to award communication.

## **20. Indemnification**

The Bidder shall save harmless and fully indemnify and defend the City, its elected officials, officers, employees, affiliates, volunteers, agents, representatives, successors and assigns (collectively referred to as "**Indemnified Persons**") from and against all claims, costs, actions, suits, fees, fines, royalties, demands, losses, damages (including indirect, special, remote, consequential and economic damages),

settlements, and/or expenses (including legal fees and disbursements on a substantial indemnity basis) which may be brought against or made upon the City and/or any of the Indemnified Persons and/or which the City and/or any of the Indemnified Persons may sustain, suffer, incur or be liable for, resulting from, arising from or in any way incidental, to the Bidder's failure to exercise reasonable care, skill or diligence in the performance or rendering of any Works or service required hereunder to be performed or rendered by the Bidder, its agents, servants, employees, or subcontractors, or any one of them, as well as for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, negatives, data, material, sketches, notes, documents, memoranda, or computer software furnished by the Bidder in the performance of this Contract.

Without limiting the generality of the foregoing, the Bidder shall save harmless and fully indemnify the City and the Indemnified Persons against all losses arising out of or as a result of:

- a) any breach, violation, or non-performance of the terms, covenants and obligations on the part of the Bidder as set out hereunder or in any agreement contemplated hereunder;
- b) any property damages, either real or personal and either owned by the City or others, howsoever occasioned by the Bidder, its subcontractors, any Bidder personnel or any of its agents or representatives performing work hereunder; or
- c) any personal or bodily injury to any person or persons, including death resulting at any time therefrom, howsoever occasioned by the Bidder, its subcontractors, any Bidder personnel or any of its agents or representatives performing work hereunder.

## 21. Insurance

The Vendor, during the term of the Contract, at its expense, shall take out and keep in full force and effect the following insurance policies:

- a) Commercial General Liability insurance insuring all services, operations, products, and work as described in the contract. The policy will be extended to include bodily injury, property damage, personal injury and advertising injury, contractual liability, products- completed operations, contingent employer's, and owner's and contractor's protective liability to a limit of not less than two million dollars (\$2,000,000) per occurrence.

The policy shall include a cross liability and severability of interest clause and be endorsed to name "The Corporation of the City of Burlington" as an **additional insured**;

- b) Non-owned automobile insurance to a limit of not less than one million dollars (\$1,000,000) and;
- c) If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than one million dollars (\$1,000,000).



All policies of insurance shall:

- i. be written with an insurer licensed to do business in the Province of Ontario;
- ii. contain an undertaking by the insurers to notify the City in writing not less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law;
- iii. be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City and;
- iv. any deductible amounts will be borne by the Vendor.

Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the City within fifteen (15) working days prior to the expiration or replacement of the current policies, without demand by the City.

## **22. Insurance Claims**

Claims or alleged claims received by the Vendor shall be dealt with immediately by the Vendor.

- a) The Vendor shall retain an independent adjuster who will determine the Vendor's liability for all third-party claims and advise the claimant in writing of the determination of liability within sixty (60) days of service of the claim on the Vendor. Copies of such determination of liability shall be forwarded to the City.
- b) If the Vendor or the Vendor's independent adjuster fails to respond within the time noted in (a) or responds in a manner inconsistent with the evidence at hand, the City reserves the right to have another independent adjuster review the claim and determine liability, therefore. All cost incurred by the City to investigate, defend and satisfy any third-party claim where it was determined that the Vendor was liable will be Vendor's responsibility and will be deducted from monies owing to the Vendor by the City.
- c) If a claim is settled to the satisfaction of the claimant, the Vendor shall provide the City with a copy of the claimant's release. The claimant's release shall cover the interests of the Vendor and the City, its employees, agents and anyone for whom it is in law responsible.

## **23. Permits and Licences**

Unless stated otherwise, the Vendor shall apply for all required permits and licenses, supply all necessary notices required for the Work and pay all required fees. These costs shall be included in the Total Price. A copy of all permits, and any other required documentation shall be provided the City upon request.

## **24. Responsibilities of the Vendor**

Acceptance of a purchase order issued by the City and/or a signed agreement shall constitute a contract (the "Contract") between the City and the Vendor, which shall bind the Vendor on their part to furnish and deliver the goods, equipment and services at the prices given and in accordance with the conditions of the Bid Solicitation

document.

The Vendor shall:

- a) perform the Contract in accordance with the specifications, terms and conditions under which it is awarded;
- b) not, except with the consent of the City in writing, release information relating to any subsequent order for advertising, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the City be used for, or in connection with, any advertising or promotional purpose of the Vendor;
- c) treat information gained while working with the City confidentially and not use it for any other project and return it to the City if requested;
- d) submit to the City's Finance – Accounts Payable, an invoice for payment at the completion of the Work, unless otherwise stated. All applicable taxes including HST are to be itemized separately on invoices. Include the purchase order number on each invoice; and
- e) provide necessary information if they wish to receive payment by EFT (Electronic Funds Transfer).

## **25. Work Continuity**

The Vendor shall take adequate care to protect the Work, the City's property, adjacent properties and shall be fully responsible for any damage or injury due to their act or neglect or is attributable to the acts or omissions of the Vendor, its subcontractors, suppliers, agents, employees, officers, directors, and all other persons and other entities for whose acts the vendor may be liable or for whom it is responsible in law and their respective officers, directors, agents and employees.

The Vendor shall ensure minimal to no disturbance to the user(s) of the surrounding facilities. Replacement and repairs due to any damage caused to any existing structure, City equipment, public assets or private property during the Work shall be the responsibility of the Vendor.

## **26. No Branding**

The Vendor shall not place any sign at the site, public meetings, any public or private property or along curbside prior, during or after the Work without prior written permission of the City.

## **27. Compliance with Laws**

The Vendor will be required to comply with all applicable federal, provincial laws as well as municipal by-laws in performing its obligations under the Contract including, without limitation, the Occupational Health and Safety Act, as amended, and the Workplace Safety and Insurance Act, 1997, as amended, and Accessibility for Ontarians With Disabilities Act, 2005, S.O. 2005, c.11, Accessibility Standards for Customer Services O. Reg. 429/07 requirements, under the Accessibility for Ontarians With Disabilities Act, 2005, as amended, or any successor legislation applicable,

and to provide to the City, upon request, periodic reports and evidences confirming such compliance.

By supplying the goods or equipment and/or providing services, the Vendor warrants that the goods or equipment supplied, and services provided to the City conforms in all respects to the standards and codes set forth by federal and provincial agencies. Failure to comply with this condition will be considered a breach of this Contract.

The obligations of the parties and resolutions of any disputes shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, both as to interpretation and performance, and shall be treated, in all respects, as an Ontario contract. The parties shall attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

## **28. Payment Terms**

The payment terms shall be net thirty (30) days after receipt of invoice unless agreed by the City in writing. An early payment discount, if offered, may be considered on mutual agreement basis. Payment may be delayed if the invoice is incorrect or the goods, equipment and/or services are not acceptable to the City. The City will not pay any interest, penalty or late fee for delayed payments.

## **29. Ownership of Work**

All material prepared by the Vendor required to perform this Contract including computer disks, reports and documents, are instruments of service for use in carrying out the contract are the property of the City. The Vendor irrevocably assigns all of the above to the City and its copyright therein and in the artistic character and design of the work for the purpose of carrying out this agreement has been terminated by the City. However, notwithstanding the foregoing, the Vendor may retain, for its use and reference, the original documentation, disks, electronic media and instruments of service prepared by them. It is further specifically understood and agreed that, where applicable, all computer disks, electronic media, reports, documents and instruments of service, or other material prepared by the Vendor may be published, printed or otherwise reproduced in whole or in part by the City.

## **30. Records, Inspection, Audits**

The City will have the right, upon reasonable notice, to full access to the accounts and records of the Vendor in respect of the goods, services and equipment provided by it under the Contract, for the purposes of inspection and/or audit. The Vendor shall make and retain such records during the term of the Contract and for a minimum of seven (7) years following its termination, cancellation or expiry.

## **31. Non- Exclusivity**

Unless stated otherwise, this Contract does not guarantee exclusivity. The City reserves the right to obtain goods, services or equipment from other suppliers should it determine, in its sole discretion, that it is appropriate to do so. This may include, without limitation, goods, services and equipment which were not contemplated at the

time of issuance of the Bid Solicitation document, or that the Vendor is unable to reasonably provide.

### 32. Performance

Following substantial performance, City's Representative responsible to liaison with the Vendor may prepare a report on the performance of the Vendor. The report will rate performance in various categories including organization, quality of work, public relations, supervisory staff, safety practices, clean up and time for completion. A copy of the completed report will be provided to the Vendor.

The Vendor shall be responsible for the performance of their subcontractors and sub-consultants and will be evaluated for the entire Work.

Performance ratings may be referenced by the City in analyzing future Bids by the Vendor. Copies of the report may be provided to other agencies involved in the Work or their agents such as participating municipalities, architects, consultants, advisors or other third parties.

A Vendor receiving an unacceptable score on their performance review may not be eligible to work on any other City requirements either in the capacity of a Vendor or as their subcontractor or sub-consultant. A sample Vendor Performance Evaluation form is available online on City's website (this form is subject to change):

<https://www.burlington.ca/en/business-in-burlington/resources/Bid-Opportunities/Sample-Vendor-Performance-Evaluation-Form.pdf>

- a) If a banned or on-probation organization is listed as a subcontractor, the City may require the Bidder to provide an alternative subcontractor that is acceptable to the City. The Bidder is responsible to check and confirm from their subcontractors if they are on-probation or banned by the City.
- b) The subject Bidder may request a debriefing meeting to discuss the evaluation within ten (10) calendar days following delivery of the evaluation. The request outlining any comments or concerns with the performance review should be sent in writing to the City.
- c) The debriefing will highlight areas of concern as noted by the City's Representative. The criteria included in the evaluation form will not be open for discussion. If the Vendor remains unsatisfied with the outcome of the debriefing meeting, they can request in writing to the Manager of Design and Construction or Manager of Procurement Services, as applicable, for a further review within ten (10) calendar days following the debriefing.
- d) The Review Committee appointed by the Manager of Design and Construction or Manager of Procurement Services will hear from both City's Representative and the subject Bidder and review the overall scenario independently. The decision of the review committee shall be final.
- e) In reaching a decision, the City staff shall be entitled to rely upon the evaluation criteria determined in advance of the project.

### **33. Default**

In the event that the Vendor fails to properly, promptly, and fully carry out the work required by these documents, the City reserves the right to notify the Vendor to discontinue all work under this Contract, to advertise for new Bids or carry out the work in any way as the City may, at its sole discretion, deem best.

The Vendor further agrees to save and hold harmless the City and/or its officers, agents, or servants from all loss, damage, liability, cost, charge or expense whatsoever which it, they or any of them may suffer, incur or be put to by reason of such default or failure.

### **34. Termination**

In the event that the Vendor fails to comply with any provision of this agreement or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the City, the City may give the Vendor notice in writing of such failure. In the event that the Vendor has not remedied its failure within ten (10) working days of the said notice, the City shall be entitled to exercise any one or more of the following remedies:

- a) The City may terminate the contract without further notice and exercise its rights to the Contract security provided by the Vendor.
- b) The City may withhold any payment due to the Vendor hereunder until the Vendor has remedied its failure.
- c) The City may engage the services of another vendor to remedy the Vendor's failure and obtain reimbursement therefore from the Vendor. The said reimbursement may be obtained either through deduction from any amounts owing to the Vendor hereunder, or through any other legal means available to the City.
- d) The City may assert any other remedy available to it in law or equity.

Unless the City expressly agrees to the contrary, any failure of the City to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of the City to subsequently obtain such remedies.

### **35. Termination for Convenience**

The City may terminate the Contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City without showing cause, upon providing written notice to the Vendor. The City shall pay all reasonable costs incurred by the Vendor up to the date of termination considering the work performed and/or services were provided in accordance with the Contract and to the complete satisfaction of the City. Payment shall be in accordance with prices as per Contract. However, in no event shall the Vendor be paid an amount, which exceeds the Total Price. The Vendor will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

### **36. Force Majeure**

Delays in a failure of performance by either party under the Contract shall not



constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of Government, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents, lawful acts of public authorities, or delays caused by common carriers, which cannot reasonably be foreseen or provided against. However, lack of finances, strikes, or other concerted acts by workers, delay or failure arising out to the nature of the work to be done, or from the normal actions of the elements or from any normal difficulties which may be encountered in the performance of the Work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control. If in the reasonable opinion of either party to this Contract that performance of the Contract is made possible by force majeure, then either party shall notify the other in writing and the City shall either terminate the Contract forthwith without any future payments being made or authorize the Vendor to continue performance of the Contract with such adjustments as required by the existence of the force majeure and agreed upon by both parties.

### **37. Suspension of Bidders**

At the sole discretion of the Manager of Procurement Services, any Bidder may be suspended from consideration of their Bids for up to three (3) years for default of delivery, unsatisfactory performance, safety concerns, lobbying or contravention of the Bid Solicitation document.

### **38. Bankruptcy**

In the event that, during the term of the Contract, the Vendor makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, the Contract with the Vendor shall immediately be terminated, and the City shall be entitled to enter into an agreement with another party without the consent of the Vendor.

### **39. Applicable Terms and Conditions**

None of the standard or other terms, conditions or policies of the Vendor, whether published or otherwise shall be of any effect unless accepted by the City in writing. This includes, without limitations, terms in publications, website, sales invoice, delivery document as well as those commonly applied by the Vendor. City's acceptance of goods, equipment or service, acknowledgement thereon or paying invoices shall not imply acceptance of such terms, conditions or provisions.

# RFT-24-317 - Supply and Delivery of Mowers

Opening Date: June 27, 2024 12:00 AM

Closing Time / Submission Deadline: July 23, 2024 2:00 PM

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**PREVIEW**

YOU MUST BE A REGISTERED PLAN TAKER  
TO DOWNLOAD AN UNMARKED VERSION OF THIS FILE  
[WWW.BIDSANDTENDERS.COM](http://WWW.BIDSANDTENDERS.COM) – ORIGINAL DOCUMENT SOURCE

## Schedule of Prices

\*Denotes a "MANDATORY" field

**Do not enter \$0.00 unless you are providing the line item at zero dollars to the City.**

If the line item and/or table is "NON-MANDATORY" and you do not wish to provide pricing for it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

### Schedule of Prices - Item 1. Three Wheel Drive Riding Greens Mower

Provide the unit prices in Canadian currency. All prices shall be F.O.B. destination; freight prepaid and included to Burlington, Ontario unless otherwise specified. **Unit prices shall be exclusive of Harmonized Sales Tax (HST)**, but shall include all charges of every kind attributable to the services, equipment or goods provided.

The unit prices and provisional pricing will set the foundation for any approved increases or decreases in Work, where applicable. The Total Price and unit prices must remain fixed and firm for the term of the Contract, unless otherwise specified in this Bid Solicitation document.

**Bidders may bid on any combination of items 1 through 8, and the contract may be awarded to multiple bidders, subject to being the lowest compliant bid.**

**Therefore, partial Bids will be accepted.**

☐ We will not be submitting for Schedule of Prices - Item 1. Three Wheel Drive Riding Greens Mower

Item# / Description	Unit of Measure	Estimated Quantity	Delivery (after receipt of order) *	Unit Price *	Extended Total	
Item 1: Three-Wheel Drive Riding Greens Mower	Each	2				*
					Subtotal:	

### Schedule of Prices - Item 2. Three Wheel Drive Riding Rotary Trim Mower

Provide the unit prices in Canadian currency. All prices shall be F.O.B. destination; freight prepaid and included to Burlington, Ontario unless otherwise specified. **Unit prices shall be exclusive of Harmonized Sales Tax (HST)**, but shall include all charges of every kind attributable to the services, equipment or goods provided.

The unit prices and provisional pricing will set the foundation for any approved increases or decreases in Work, where applicable. The Total Price and unit prices must remain fixed and firm for the term of the Contract, unless otherwise specified in this Bid Solicitation document.

**Bidders may bid on any combination of items 1 through 8, and the contract may be awarded to multiple bidders, subject to being the lowest compliant bid.**

**Therefore, partial Bids will be accepted.**

☐ We will not be submitting for Schedule of Prices - Item 2. Three Wheel Drive Riding Rotary Trim Mower

Item# / Description	Unit of Measure	Estimated Quantity	Delivery (after receipt of order) *	Unit Price *	Extended Total	
Item 2: Three-Wheel Drive Riding Rotary Trim Mower	Each	1				*
					Subtotal:	

### Schedule of Prices - Item 3. Seven Plex Contour Rotary Mower Area Mowers

Provide the unit prices in Canadian currency. All prices shall be F.O.B. destination; freight prepaid and included to Burlington, Ontario unless otherwise specified. **Unit prices shall be exclusive of Harmonized Sales Tax (HST)**, but shall include all charges of every kind attributable to the services, equipment or goods provided.

The unit prices and provisional pricing will set the foundation for any approved increases or decreases in Work, where applicable. The Total Price and unit prices must remain fixed and firm for the term of the Contract, unless otherwise specified in this Bid Solicitation document.

**Bidders may bid on any combination of items 1 through 8, and the contract may be awarded to multiple bidders, subject to being the lowest compliant bid.**

**Therefore, partial Bids will be accepted.**

☐ We will not be submitting for Schedule of Prices - Item 3. Seven Plex Contour Rotary Mower Area Mowers

Item# / Description	Unit of Measure	Estimated Quantity	Delivery (after receipt of order) *	Unit Price *	Extended Total	
Item 3: Seven-Plex Contour Rotary Mower Area Mowers	Each	1				*
Subtotal:						

### Schedule of Prices - Item 4. Turbine Debris Blower

Provide the unit prices in Canadian currency. All prices shall be F.O.B. destination; freight prepaid and included to Burlington, Ontario unless otherwise specified. **Unit prices shall be exclusive of Harmonized Sales Tax (HST)**, but shall include all charges of every kind attributable to the services, equipment or goods provided.

The unit prices and provisional pricing will set the foundation for any approved increases or decreases in Work, where applicable. The Total Price and unit prices must remain fixed and firm for the term of the Contract, unless otherwise specified in this Bid Solicitation document.

**Bidders may bid on any combination of items 1 through 8, and the contract may be awarded to multiple bidders, subject to being the lowest compliant bid.**

**Therefore, partial Bids will be accepted.**

☐ We will not be submitting for Schedule of Prices - Item 4. Turbine Debris Blower

Item# / Description	Unit of Measure	Estimated Quantity	Delivery (after receipt of order) *	Unit Price *	Extended Total	
Item 4: Turbine Debris Blower.	Each	1				*
Subtotal:						

## Schedule of Prices - Item 5. Powered Greens Aerator

Provide the unit prices in Canadian currency. All prices shall be F.O.B. destination; freight prepaid and included to Burlington, Ontario unless otherwise specified. **Unit prices shall be exclusive of Harmonized Sales Tax (HST)**, but shall include all charges of every kind attributable to the services, equipment or goods provided.

The unit prices and provisional pricing will set the foundation for any approved increases or decreases in Work, where applicable. The Total Price and unit prices must remain fixed and firm for the term of the Contract, unless otherwise specified in this Bid Solicitation document.

**Bidders may bid on any combination of items 1 through 8, and the contract may be awarded to multiple bidders, subject to being the lowest compliant bid.**

**Therefore, partial Bids will be accepted.**

☐ We will not be submitting for Schedule of Prices - Item 5. Powered Greens Aerator

Item# / Description	Unit of Measure	Estimated Quantity	Delivery (after receipt of order) *	Unit Price *	Extended Total	
Item 5: Powered Greens Aerator	Each	1				*
Subtotal:						

## Schedule of Prices - Item 6. Four Wheel Drive Out Front Mower with 72 Inch Rear Discharge Deck

Provide the unit prices in Canadian currency. All prices shall be F.O.B. destination; freight prepaid and included to Burlington, Ontario unless otherwise specified. **Unit prices shall be exclusive of Harmonized Sales Tax (HST)**, but shall include all charges of every kind attributable to the services, equipment or goods provided.

The unit prices and provisional pricing will set the foundation for any approved increases or decreases in Work, where applicable. The Total Price and unit prices must remain fixed and firm for the term of the Contract, unless otherwise specified in this Bid Solicitation document.

**Bidders may bid on any combination of items 1 through 8, and the contract may be awarded to multiple bidders, subject to being the lowest compliant bid.**

**Therefore, partial Bids will be accepted.**

☐ We will not be submitting for Schedule of Prices - Item 6. Four Wheel Drive Out Front Mower with 72 Inch Rear Discharge Deck

Item# / Description	Unit of Measure	Estimated Quantity	Delivery (after receipt of order) *	Unit Price *	Extended Total	
Item 6: Four Wheel Drive Out Front Mower with 72 Inch Rear Discharge Deck	Each	1				*
Subtotal:						



## Schedule of Prices - Item 7. Articulating Tractor with Mower decks and Accessories

Provide the unit prices in Canadian currency. All prices shall be F.O.B. destination; freight prepaid and included to Burlington, Ontario unless otherwise specified. **Unit prices shall be exclusive of Harmonized Sales Tax (HST)**, but shall include all charges of every kind attributable to the services, equipment or goods provided.

The unit prices and provisional pricing will set the foundation for any approved increases or decreases in Work, where applicable. The Total Price and unit prices must remain fixed and firm for the term of the Contract, unless otherwise specified in this Bid Solicitation document.

**Bidders may bid on any combination of items 1 through 8, and the contract may be awarded to multiple bidders, subject to being the lowest compliant bid.**

**Therefore, partial Bids will be accepted.**

☐ We will not be submitting for Schedule of Prices - Item 7. Articulating Tractor with Mower decks and Accessories

Item# / Description	Unit of Measure	Estimated Quantity	Delivery (after receipt of order) *	Unit Price *	Extended Total	
Item 7: Articulating Tractor with Mower decks and Accessories	Each	1				*
Subtotal:						

## Schedule of Prices - Item 8. Zero Turn Mower with 60 Inch Rear Deck, Rear Discharge

Provide the unit prices in Canadian currency. All prices shall be F.O.B. destination; freight prepaid and included to Burlington, Ontario unless otherwise specified. **Unit prices shall be exclusive of Harmonized Sales Tax (HST)**, but shall include all charges of every kind attributable to the services, equipment or goods provided.

The unit prices and provisional pricing will set the foundation for any approved increases or decreases in Work, where applicable. The Total Price and unit prices must remain fixed and firm for the term of the Contract, unless otherwise specified in this Bid Solicitation document.

**Bidders may bid on any combination of items 1 through 8, and the contract may be awarded to multiple bidders, subject to being the lowest compliant bid.**

**Therefore, partial Bids will be accepted.**

☐ We will not be submitting for Schedule of Prices - Item 8. Zero Turn Mower with 60 Inch Rear Deck, Rear Discharge

Item# / Description	Unit of Measure	Estimated Quantity	Delivery (after receipt of order) *	Unit Price *	Extended Total	
Item 8: Zero Turn Mower with 60 Inch Rear Deck, Rear Discharge	Each	1				*
Subtotal:						

## Summary Table

Bid Form	Amount
Schedule of Prices - Item 1. Three Wheel Drive Riding Greens Mower	
Schedule of Prices - Item 2. Three Wheel Drive Riding Rotary Trim Mower	
Schedule of Prices - Item 3. Seven Plex Contour Rotary Mower Area Mowers	
Schedule of Prices - Item 4. Turbine Debris Blower	
Schedule of Prices - Item 5. Powered Greens Aerator	
Schedule of Prices - Item 6. Four Wheel Drive Out Front Mower with 72 Inch Rear Discharge Deck	
Schedule of Prices - Item 7. Articulating Tractor with Mower decks and Accessories	
Schedule of Prices - Item 8. Zero Turn Mower with 60 Inch Rear Deck, Rear Discharge	
HST (13%)	\$ 0.00
Total Price:	

## Specifications

### Key Personnel - Bidder's Contact Person Information

Please provide the contact details for your Sales Rep related to this bid.

Contact Person's Name	Contact Person's E-mail	Contact Person's Phone Number

### Item 1: Three-Wheel Drive Riding Greens Mower - Compliance to Specifications

Bids will meet all of the Specifications with the options specified in the Bidding System, and Bidders will Confirm that the equipment they are bidding on meets or exceeds the specification and will be delivered as such. If necessary, Bidders should "Submit a Question" prior to the Deadline for Questions to ask if the specification can be revised by the issuance of an addendum.

☐ We will not be submitting for Item 1: Three-Wheel Drive Riding Greens Mower - Compliance to Specifications

Line Item	Category	Description of Requirements	Compliance	Bidder's Response *
1	General	Manufacturer / Make / Model / Year	Specify	
2	General	Unit Name	Specify	
3	General	Weight	Specify	
4	General	Height	Specify	
5	General	Width	Specify	
6	General	Fuel capacity	Specify	
7	Engine & Electrical	Minimum 3-cylinder liquid-cooled diesel engine. >900cc. Full pressure lubrication. Engine governed to 2760 rpm high idle, 1500 rpm low idle (no load)	Confirm	
8	Engine & Electrical	Air cleaner, with restriction indicator.	Specify	
9	Engine & Electrical	Radiator screen required and must be removable.	Specify	
10	Engine & Electrical	Weather Sealed electrical system and connectors	Confirm	
11	Engine & Electrical	Maintenance-free 12-volt battery. 40-amp alternator, amps. High temperature engine-kill override switch.	Confirm	
12	Engine & Electrical	Reel Speed: Approx. 1,950rpm @ 2760rpm (adjustable)	Confirm	
13	Controls	Raise/lower-mow lever. Functional control lever (neutral, mow, transport). Foot operated traction drive and brakes. Hour meter and warning light cluster. Mechanical engine speed control.	Confirm	
14	Traction Drive & Steering	3WD piston pump closed loop system. Foot pedal forward and reverse; infinitely variable.	Confirm	
15	Traction Drive & Steering	Forward-mowing speed is variable from 2-5 mph (3.2-8 km/h), adjusted by stop on pedal mechanism. Mow speed setting does not affect transport speed. Max transport speed is 10 mph (16.1km/h)	Confirm	
16	Traction Drive & Steering	Power steering. No-tool quick adjust steering arm position, with arm motion allowing a wide range of operator sizes. Steering cylinder has through shaft design for precise straight-line tracking.	Confirm	
17	Tires	Smooth tread turf tire.	Specify	
18	Leak Detection	Auditory Leak detection system	Specify	
19	Brakes	Foot activated 6" (15.2 cm) drum type mechanical with rack and pawl lock for parking brake engagement.	Confirm	
20	Seat	Contour seat with high backrest. Operator manual tube mounted for easy access.	Confirm	

21	ROPS	Shall have certified 2-post roll-over protection system.	Confirm		*
22	Certification	Certified to meet ANSI specification B71.4-2012 and European CE standards with appropriate kits installed.	Confirm		*
23	Options to be included in price	Seat belts	Confirm		*
24	Options to be included in price	3 x 8 blade reels, 3 x 14 blade reels in addition to the reels on the unit.	Confirm		*
25	Options to be included in price	14 Blade cutting units installed	Confirm		*
26	Options to be included in price	3 Dethatching reels, Regular 2mm thickness	Confirm		*
27	Options to be included in price	3 Dethatching reels, Regular 2mm thickness	Confirm		*
28	Options to be included in price	3 Greens Roller Heads	Confirm		*
29	Options to be included in price	Front lights and mounting kit	Confirm		*
30	Options to be included in price	Rear working light	Confirm		*
31	Options to be included in price	3 Wheel drive weight kit	Confirm		*
32	Options to be included in price	Radiator screen kit	Confirm		*
33	Options to be included in price	Hydraulic Oil cooler kit	Confirm		*
34	Options to be included in price	Premium hydraulic fluid	Confirm		*
35	Options to be included in price	Premium engine oil	Confirm		*
36	Options to be included in price	Spark Arrestor	Confirm		*
37	Options to be included in price	Leak Detector	Confirm		*
38	Options to be included in price	Hose adaptor Kit	Confirm		*
39	Options to be included in price	Front narrow Wiehle rollers on all reels	Confirm		*
40	Options to be included in price	Height of cut bar assembly	Confirm		*
41	Options to be included in price	Armrest kit and armrests	Confirm		*
42	Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm		*
43	Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Specify		*
44	Warranty	Basic Warranty: years / kms	Specify		*
45	Warranty	Power Train Warranty: years / kms	Specify		*
46	Warranty	if additional warranties are available, please describe, and provide costs	Specify		*
47	Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm		*
48	Manuals	Manuals, digital – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm		*
49	Training	Successful bidder will include a training session and available training videos.	Confirm		*

## Item 2: Three-Wheel Drive Riding Rotary Trim Mower - Compliance to Specifications

Bids will meet all of the Specifications with the options specified in the Bidding System, and Bidders will Confirm that the equipment they are bidding on meets or exceeds the specification and will be delivered as such. If necessary, Bidders should "Submit a Question" prior to

the Deadline for Questions to ask if the specification can be revised by the issuance of an addendum.

☐ We will not be submitting for Item 2: Three-Wheel Drive Riding Rotary Trim Mower - Compliance to Specifications

Line Item	Category	Description of Requirements	Compliance	Bidder's Response *
1	General	Manufacturer / Make / Model / Year	Specify	
2	General	Unit Name	Specify	
3	General	Fuel capacity	Specify	
4	General	Overall Width	Specify	
5	General	Overall Length	Specify	
6	General	Weight	Specify	
7	Engine specifications	Minimum 3-cylinder, liquid-cooled diesel Engine. 24.8hp rated at 3000 rpm. Torque peak at 52.7ft lb @ 2200 rpm. Minimum displacement at 1100cc.	Confirm	
8	Engine specifications	Replaceable air filter. Fuel filter/water separator. Rear-mounted, cross flow 4-row radiator. EPA Tier 4 Final and Stage V compliant	Confirm	
9	Configuration	Rear mounted engine, front operator position. Two post ROPS, seat belt and slope indicator	Confirm	
10	Traction Drive	Hydrostatic 3-wheel drive provides infinitely variable ground speed in forward and reverse.	Confirm	
11	Ground Speed	Mow: 0-6 mph (0-10 km/h), mow speed is factory preset at 6 mph but is adjustable; Transport: 0-9 mph (0-14 km/h); Reverse: 0-4 mph (0-6 km/h). Ground Clearance: 6" (15.3 cm).	Confirm	
12	Controls	Forward and reverse traction control pedals; mow/transport foot lever; hand activated parking brake; hand operated ignition key switch; tilt steering wheel lock; PTO switch; throttle; joystick control for deck raises and lowers; cutting deck transport lock.	Confirm	
13	Gauges & Diagnostics	Fuel gauge and hour meter, light cluster with glow plug and charge indicator lights, low engine oil pressure and high coolant temperature warning lights (high temperature safety shut off).	Confirm	
14	Electrical & Interlocks	Traction pedal, operator presence in seat, PTO engage or disengage, and cutting deck mow or transport safety interlock switches. Parking brake set prohibits movement through traction pedal. 40-amp alternator and 12-volt battery.	Confirm	
15	Hydraulics	Open center, manual valves, gear pump hydraulic system.	Confirm	
16	Steering	Hydraulic power steering, tilt wheel.	Confirm	
17	Tires & Wheels	Turf Tread rear tire.	Specify	
18	Brakes	Dynamic through hydrostatic transmission service brake. Hand actuated over center, drum type parking brake.	Confirm	
19	Certification	Complies with ANSI B71.4-2017 and EN5395.	Confirm	
20	Cutting Decks	3x 27" (69 cm) rear-discharge rotary with standard full-length striping rear rollers on each deck. System allows all three decks to slide right and left 12" (30 cm) of center, 24" (61 cm) total travel.	Confirm	
21	Width of Cut	68" (173 cm), standard. Deck overhang for trimming is 12" (30.5 cm) at 68" (173 cm) width of cut and 14" (35 cm) at 72" (183 cm). Overlap: 4.5" (11.4 cm) at standard width of cut.	Confirm	
22	Height of Cut	0.75"-4" (1.9-10.2 cm) in 0.25" (.6 cm) increments. 3-position 0.030" (0.08 cm) incremental calibration	Confirm	
23	Mowing rate	At 68" (173 cm) width of cut, 4.1 acres/hr. (1.7 hectares/hr.)	Confirm	
24	Construction	10-gauge steel constructed chambers with 12-gauge welded reinforcements. Heavy-duty exoskeleton deck carrier frame, 1.5" (3.8 cm) square x .25" (.6 cm) wall tube with 7-gauge side supports. Spindle support 3/16" (.48 cm) high-strength steel and 10-gauge exterior channels.	Confirm	

25	Options to be included with price	Work Light Kit	Confirm		*
26	Options to be included with price	Universal sunshade - Red	Confirm		*
27	Options to be included with price	Safety/ Golf Ball Operator Cage for back of ROPS	Confirm		*
28	Options to be included with price	Leaf Mulching Kit	Confirm		*
29	Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm		*
30	Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Confirm		*
31	Warranty	Basic Warranty: years / kms	Specify		*
32	Warranty	Power Train Warranty: years / kms	Specify		*
33	Warranty	if additional warranties are available, upload documentation and costs into the Bidding System	Specify		*
34	Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm		*
35	Manuals	Manuals, digital – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm		*
36	Training	Successful bidder will include a training session and available training videos.	Specify		*
37	Options to be included in price	Leak Detector	Confirm		*
38	Options to be included in price	Hose adaptor Kit	Confirm		*
39	Options to be included in price	Front narrow Wiele rollers on all reels	Confirm		*
40	Options to be included in price	Height of cut bar assembly	Confirm		*
41	Options to be included in price	Armrest kit and armrests	Confirm		*
42	Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm		*
43	Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Specify		*
44	Warranty	Basic Warranty: years / kms	Specify		*
45	Warranty	Power Train Warranty: years / kms	Specify		*
46	Warranty	if additional warranties are available, please describe, and provide costs	Specify		*
47	Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm		*
48	Manuals	Manuals, digital – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm		*
49	Training	Successful bidder will include a training session and available training videos.	Confirm		*

### Item 3: Seven-Plex Contour Rotary Mower Area Mowers - Compliance to Specifications

Bids will meet all of the Specifications with the options specified in the Bidding System, and Bidders will Confirm that the equipment they are bidding on meets or exceeds the specification and will be delivered as such. If necessary, Bidders should "Submit a Question" prior to the Deadline for Questions to ask if the specification can be revised by the issuance of an addendum.

☐ We will not be submitting for Item 3: Seven-Plex Contour Rotary Mower Area Mowers - Compliance to Specifications

Line Item	Category	Description of Requirements	Compliance	Bidder's Response *
1	General	Manufacturer / Make / Model / Year	Specify	
2	General	Unit Name	Specify	
3	General	Fuel capacity	Specify	



4	General	Overall Width	Specify	
5	General	Overall Length	Specify	
6	General	Weight	Specify	
7	Engine	Minimum 4-cylinder liquid-cooled, turbo-charged diesel. 55hp at rated speed of 2700 rpm. Torque peak of 125 ft-lbs at 2000rpm. Displacement of 127cu.in.	Confirm	
8	Air Cleaner	Dry, replaceable primary and safety elements.	Confirm	
9	Traction Drive	Parallel hydrostatic, closed loop system with full-time 4WD forward/reverse in low (mow) and high (transport) range with optional full-time or momentary traction flow divider. Has feature that controls traction speed to maintain optimal cutting blade speed.	Confirm	
10	Diagnostics	Diagnostics pressure test ports: forward and reverse traction, deck circuit 1 & 2, reverse 4WD, lift, steering, traction charge, and counterbalance.	Confirm	
11	Ground Speed	Transport: 0-13 mph (0-21 km/h) forward, 0-8.0 mph (0-12.8 km/h) reverse.	Specify	
12	Ground Speed	Mow: 0-8.0 mph (0-12.8 km/h) forward, 0-6.5 mph (0-10.4 km/h) reverse. (Max speeds adjustable by both operator and supervisor.)	Specify	
13	Tires	Turf Tires	Confirm	
14	Main Frame	All welded formed-steel frame with integral tie-down anchors.	Confirm	
15	Brakes	Dynamic through hydrostatic transmission, plus mechanically actuated, internal wet disc brakes on input to each planetary drive. Individual foot-operated steering brake control of left and right front wheel. Lock pedals together and latch to engage parking brake.	Confirm	
16	Seat	Premium seat with adjustments for operator weight via air ride suspension, seat fore/aft position, seat back angle, arm rest height and retractable seat belt.	Confirm	
17	Instrumentation	Onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics. Indicates fuel level, coolant temperature, intake temperature, low oil pressure, alternator, engine hours, engine rpm, hydraulic oil temperature, voltage and fuel usage.	Confirm	
18	Controls	Ignition switch, traction range selection switch, PTO switch, light switch, cruise control switch. Foot-operated traction pedal, individual foot-operated steering brake control of left and right wheels with parking brake lock. Lift Switches: Three 2-position switches.	Confirm	
19	Electrical	12-volt, 650 cold cranking amps battery, 40-amp alternator. Overload protection with automotive type fuses.	Confirm	
20	Work lights	Standard, LEDs, 650 lumens.	Confirm	
21	ROPS	2-post foldable, standard.	Confirm	
22	Mowing Rate	Minimum of 12.1 acres/hr. (4.9 hectares/hr.)	Confirm	
23	Cutting units	Seven Contour Plus 27" (68.6 cm), rear-discharge rotary cutting units with standard full-length striping rear rollers	Confirm	
24	Cutting units	Mulching blades installed on delivery.	Confirm	
25	Width of Cut	150" (381 cm), overlap 6.5" (16.5 cm), overhang 30.9" (78.4 cm).	Confirm	
26	Height of Cut	0.75"-4" (1.9-10.2 cm) in 0.25" (.6 cm) increments. 3-position 0.030" (0.08 cm) incremental calibration	Confirm	
27	Wing Protection	Must has an impact absorption device on wing decks.	Confirm	
28	Options to be included in purchase	Safety and security cage for back of ROPS.	Confirm	
29	Options to be included in purchase	7 Spare mulching blades included.	Confirm	
30	Options to be included in purchase	Premium seat	Confirm	

31	Options to be included in purchase	Universal sunshade - Red	Confirm		*
32	Options to be included in purchase	Leaf mulching kit	Confirm		*
33	Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm		*
34	Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Confirm		*
35	Warranty	Basic Warranty: years / kms	Specify		*
36	Warranty	Power Train Warranty: years / kms	Specify		*
37	Warranty	if additional warranties are available, please describe, and provide costs	Specify		*
38	Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm		*
39	Manuals	Digital manuals – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm		*
40	Training	Successful bidder will include a training session and available training videos.	Confirm		*

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#### Item 4: Turbine Debris Blower - Compliance to Specifications

Bids will meet all of the Specifications with the options specified in the Bidding System, and Bidders will Confirm that the equipment they are bidding on meets or exceeds the specification and will be delivered as such. If necessary, Bidders should "Submit a Question" prior to the Deadline for Questions to ask if the specification can be revised by the issuance of an addendum.

☐ We will not be submitting for Item 4: Turbine Debris Blower - Compliance to Specifications

Line Item	Category	Description of Requirements	Compliance	Bidder's Response *
1	General	Manufacturer / Make / Model / Year	Specify	
2	General	Unit Name	Specify	
3	General	Weight	Specify	
4	General	Fuel capacity	Specify	
5	General	Overall Width	Specify	
6	General	Overall Length	Specify	
7	Engine	Minimum 24 hp and >700cc, 2-cylinder air cooled, electronically governed, gas	Confirm	
8	Fan Design	High-efficiency, axial flow, turbine-type fan assembly.	Confirm	
9	Controller	Handheld wireless RF controller provides capability to start and stop the engine, adjust engine throttle up and down for high to low RPM range of operation, and rotate nozzle 360 degrees in either direction. Ergonomic, weather resistant.	Confirm	
10	Nozzle	Single-piece impact-resistant plastic with 13" outlet diameter.	Confirm	
11	Rotor Diameter	14" (35.5 cm)	Confirm	
12	Fan assembly diameter	14" (35.5 cm)	Confirm	
13	Tow-Behind Trailer	Lawn-tractor style hitch (Category 1). Three-hole locations to accommodate varying receiver heights.	Confirm	
14	Tire Size	Turf tire.	Confirm	
15	Fenders	Custom injection molded plastic.	Confirm	
16	Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm	
17	Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Confirm	
18	Warranty	Basic Warranty: years / kms	Specify	
19	Warranty	Power Train Warranty: years / kms	Specify	
20	Warranty	if additional warranties are available, please describe and provide costs	Specify	
21	Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm	
22	Manuals	Digital Manuals – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm	
23	Training	Successful bidder will include a training session and available training videos.	Specify	

#### Item 5: Powered Greens Aerator - Compliance to Specifications

Bids will meet all of the Specifications with the options specified in the Bidding System, and Bidders will Confirm that the equipment they are bidding on meets or exceeds the specification and will be delivered as such. If necessary, Bidders should "Submit a Question" prior to the Deadline for Questions to ask if the specification can be revised by the issuance of an addendum.

☐ We will not be submitting for Item 5: Powered Greens Aerator - Compliance to Specifications

Line Item	Category	Description of Requirements	Compliance	Bidder's Response *
1	General	Manufacturer / Make / Model / Year	Specify	
2	General	Unit Name	Specify	

3	General	Fuel capacity	Specify		*
4	General	Overall Width	Specify		*
5	General	Overall Length	Specify		*
6	General	Weight	Specify		*
7	Engine	Minimum 2-cylinder, >20hp and >670cc displacement Replaceable element air filter. External spin-on oil filter.	Confirm		*
8	Electrical	12-volt, 15 amp regulated charging alternator/generator	Confirm		*
9	Drivetrain	Series parallel, closed loop, hydrostatic 3WD drive. Automatically switches to 2WD while in aeration mode and traveling in forward direction with coring head raised allowing a tighter turning radius	Confirm		*
10	Hydraulic System	Remote spin-on filter. extended life hydraulic fluid.	Confirm		*
11	Construction	Welded steel frame with cast crank and arm assembly.	Confirm		*
12	Tires	2-ply rated, smooth tread, tubeless.	Confirm		*
13	Brakes	Dynamic braking through hydrostatic transmission. Parking brake actuated when steering handle is raised into storage position.	Confirm		*
14	Instrumentation	Warning lights, tachometer	Confirm		*
15	Controls	Redundant operator presence bails, aeration start/stop bails and traction speed thumb wheels on handle. Tine length calibration, tine depth and forward hole spacing set. Bump stop, delayed or immediate drop switch, cruise control on/set/off switch, aerate or transport switch and optional LED light kit switch located on operator console. Ignition, tachometer on side console.	Confirm		*
16	Interlocks	Operator presence, clutch latch, traction neutral, coring head raise/lower.	Confirm		*
17	Certification	ANSI B71.4-2017. CE & EU machinery directives.	Confirm		*
18	Tines	Tine Heads - (1) set of Quad tine heads with 3/8" mount. (1) set of four tine heads with 7/8" mount.	Confirm		*
19	Tines	Turf guards for the above-mentioned tine heads.	Confirm		*
20	Tines	To be equipped with max quad tines.	Confirm		*
21	Options to be included in the purchase	LED Light Kit	Confirm		*
22	Options to be included in the purchase	Windrower Kit	Confirm		*
23	Options to be included in the purchase	Tire Scrapers	Confirm		*
24	Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm		*
25	Key fob/Keys	Two (2) working keys will be supplied with the equipment.	Confirm		*
26	Manuals	Digital Manuals – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm		*
27	Training	Successful bidder will include a training session and available training videos/manual	Specify		*

#### Item 6: Four-Wheel Drive Out Front Mower with 72 Inch Rear Discharge Deck - Compliance to Specifications

Bids will meet all of the Specifications with the options specified in the Bidding System, and Bidders will Confirm that the equipment they are bidding on meets or exceeds the specification and will be delivered as such. If necessary, Bidders should "Submit a Question" prior to the Deadline for Questions to ask if the specification can be revised by the issuance of an addendum.

☐ We will not be submitting for Item 6: Four-Wheel Drive Out Front Mower with 72 Inch Rear Discharge Deck - Compliance to Specifications

Line Item	Category	Description of Requirements	Compliance	Bidder's Response *
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1	General	Manufacturer / Make / Model / Year	Specify	
2	General	Unit Name	Specify	
3	General	Fuel capacity	Specify	
4	General	Overall Width	Specify	
5	General	Overall Length	Specify	
6	General	Weight	Specify	
7	Engine	Minimum 3-cylinder liquid-cooled, diesel. Displacement minimum at 1260cc. Power approximately 24.7hp @ 3000rpm EPA Tier 4 / Stage V compliant.	Confirm	
8	Traction Drive	Series/Parallel hydraulic traction system w/full time 4-wheel drive.	Confirm	
9	Ground and Mow Speed	Transport: Up to 12.5 MPH (20 km/h) Forward, Up to 5.5 MPH (8.9 km/h) Reverse	Specify	
10	Ground and Mow Speed	Mow: Up to 12.5 MPH (20 km/h) Forward	Specify	
11	Tires	Turf Tires	Confirm	
12	Main Frame	All welded tubular and formed steel	Confirm	
13	Brakes	Dynamic braking through hydrostat and foot pedal. Parking Brake: Hand-actuated drum type on front left and right traction wheels	Confirm	
14	Seat	Mechanical Suspension Seat	Confirm	
15	Instrumentation	Onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics. Indicates coolant temps, oil pressure, alternator voltage, engine hours,	Confirm	
16	Controls	Foot-operated pedal for forward and reverse. Manually adjustable forward speed limiter. Control arm includes hand-operated throttle, PTO switch, deck/lower lift lower switch, ignition switch, glow plug switch	Confirm	
17	Electrical	12V maintenance-free battery with 540 cold cranking amps at 0 degrees. Seat, PTO, lift/lower, traction and parking brake interlock switches. Easy access to fuse panel.	Confirm	
18	Work lights	Standard, LEDs	Confirm	
19	ROPS	2-post foldable, standard.	Confirm	
20	Mowing Rate	Mows up to 7.3 acres/h (2.9 hectares/h) with 72" deck	Confirm	
21	Deck Construction	72" Deck - 7-gauge (4.5 mm) high-strength steel top shell, 5.5" (14 cm) deep; welded deck with a rear rubber flap to direct clippings down through the rear of the machine	Confirm	
22	Height of Cut	1"-6" (25 - 152 mm) adjustable in 0.5" (12.7 mm) increments.	Confirm	
23	Blade Tip Speed	Approximately 17,005 FPM (24hp Engine)	Confirm	
24	Blades	Three 0.25" (6 mm) thick, 2.5" (63 mm) wide, heat-treated steel blades.	Confirm	
25	Deck Cover	Quick-release type latches, no tools required. Thermoplastic polyolefin reduces weight and noise.	Confirm	
26	Cutter Drive	Solid mounted, splined PTO-driven gearbox transfers power to three separate spindles via one "B" section belt.	Confirm	
27	Options to be included in purchase.	Safety and security cage for back of ROPS.	Confirm	
28	Options to be included in purchase.	6 High Sail blades.	Confirm	
29	Options to be included in purchase.	Recycler Kit	Confirm	
30	Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm	



31	Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Confirm	
32	Warranty	Basic Warranty: years / kms	Specify	
33	Warranty	Power Train Warranty: years / kms	Specify	
34	Warranty	if additional warranties are available, please describe, and provide costs	Specify	
35	Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm	
36	Manuals	Digital Manuals – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm	
37	Training	Successful bidder will include a training session and available training videos.	Confirm	

## Item 7: Articulating Tractor with Mower decks and Accessories - Compliance to Specifications

Bids will meet all of the Specifications with the options specified in the Bidding System, and Bidders will Confirm that the equipment they are bidding on meets or exceeds the specification and will be delivered as such. If necessary, Bidders should "Submit a Question" prior to the Deadline for Questions to ask if the specification can be revised by the issuance of an addendum.

☐ We will not be submitting for Item 7: Articulating Tractor with Mower decks and Accessories - Compliance to Specifications

Line Item	Category	Description of Requirements	Compliance	Bidder's Response *
1	General	Manufacturer / Make / Model / Year	Specify	
2	General	Unit Name	Specify	
3	General	Weight	Specify	
4	General	Fuel capacity	Specify	
5	General	Overall Width	Specify	
6	General	Overall Length	Specify	
7	Engine	Minimum 31hp gas powered, peak torque 47 ft lb with minimum 820cc, 2-cylinder liquid cooled engine.	Confirm	
8	Electrical	30-amp alternator	Confirm	
9	Slope Rating	30deg/30deg - continuous/intermittent	Confirm	
10	Drivetrain	Hydraulic pump with Hydraulic oil cooler, Hydraulic oil filters	Confirm	
11	Front Hitch	Ventrac Mount System, or approved equivalent	Confirm	
12	PTO	Electric PTO clutch with brake	Confirm	
13	Tires	Turf tire.	Confirm	
14	Travel speed	Low Range-5mph forward, 4mph reverse, High Range-10mph forward, 8mph reverse	Specify	
15	Instruments	Tachometer, Speedometer, hour meter, engine temp, fuel level, voltmeter	Confirm	
16	Instruments	Indicator lights - Parking brake, engine high temp, hydraulic oil temp, low voltage, low oil pressure.	Confirm	
17	Lights	Head lights - 4 LED	Confirm	
18	Lights	Taillights - 2 red LED	Confirm	
19	Controls	Forward / Reverse- speed, direction, lift, auxiliary-handle with optional foot pedal included.	Confirm	
20	Controls	Auxiliary Hydraulics-secondary handle	Confirm	
21	Controls	Throttle - Dash mount	Confirm	
22	Controls	Front hitch lock-column mounted	Confirm	
23	Controls	PTO Belt tensioner-front mounted, automatic tension.	Confirm	
24	Controls	Weight tensioner-5 position	Confirm	
25	Steering	Power steering	Confirm	
26	ROPS	Folding ROPS with heavy duty seat belt.	Confirm	
27	Options to be included in the purchase.	8 Wheel configuration with turf tires.	Confirm	

28	Options to be included in the purchase.	Digital slope indicator	Confirm		*
29	Options to be included in the purchase.	Deluxe high back seat	Confirm		*
30	Options to be included in the purchase.	Contour mowing deck	Confirm		*
31	Options to be included in the purchase.	Wide area deck	Confirm		*
32	Options to be included in the purchase.	Turbine Blower	Confirm		*
33	Options to be included in the purchase.	Trencher	Confirm		*
34	Options to be included in the purchase.	Stump Grinder	Confirm		*
35	Options to be included in the purchase.	Flail mower	Confirm		*
36	Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm		*
37	Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Confirm		*
38	Warranty	Basic Warranty: years / kms	Specify		*
39	Warranty	Power Train Warranty: years / kms	Specify		*
40	Warranty	if additional warranties are available, please describe and provide costs	Specify		*
41	Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm		*
42	Manuals	Digital Manuals – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm		*
43	Training	Successful bidder will include a training session and available training videos.	Specify		*

#### Item 8: Zero Turn Mower with 60 Inch Rear Deck, Rear Discharge - Compliance to Specifications

Bids will meet all of the Specifications with the options specified in the Bidding System, and Bidders will Confirm that the equipment they are bidding on meets or exceeds the specification and will be delivered as such. If necessary, Bidders should "Submit a Question" prior to the Deadline for Questions to ask if the specification can be revised by the issuance of an addendum.

☐ We will not be submitting for Item 8: Zero Turn Mower with 60 Inch Rear Deck, Rear Discharge - Compliance to Specifications

Line Item	Category	Description of Requirements	Compliance	Bidder's Response *	
1	General	Manufacturer / Make / Model / Year	Specify		*
2	General	Unit Name	Specify		*
3	General	Weight	Specify		*
4	General	Fuel capacity	Specify		*
5	General	Overall Width	Specify		*
6	General	Overall Length	Specify		*
7	Engine	Minimum four (4) cylinder, diesel engine, liquid cooled, compliant to the most current emissions standards compliant. 30.8 hp at 2500rpm minimum. Minimum displacement of 1400cc.	Confirm		*
8	PTO	Shaft drive, Clutch - Hydraulic independent PTO clutch with wet multi disks, PTO brake - Single Wet disk	Confirm		*
9	Speed Controls	2-hand levers	Confirm		*

10	Main Frame	A unitized frame design to be used to support the drive train and to incorporate all mounting brackets required for the addition of other available options	Confirm		*
11	Seat	Air-ride suspension seat with Reclining and lumbar support	Confirm		*
12	Brakes	Wet multi disks, foot applied, released	Confirm		*
13	Steering	Full hydrostatic power steering	Confirm		*
14	Steering	Zero turn radius	Confirm		*
15	Electrical	Maintenance free battery : 12 V, CCA : 670A , RC : 115 min	Confirm		*
16	Electrical	Alternator : 75 Amps 12Volts	Confirm		*
17	Electrical	Safety Interlock System to be installed to disengage PTO if the operator leaves the seat	Confirm		*
18	Electrical	LCD gauge panel	Specify		*
19	Electrical	If any warning lights are illuminated an audible alarm/buzzer to go off to alert the driver	Confirm		*
20	Fuel	Fuel tank to be largest capacity available	Confirm		*
21	Fuel	Fuel tank shall be full upon delivery	Confirm		*
22	Fuel	Fuel/water separator	Confirm		*
23	Fuel	"Diesel Fuel Only" decal to be installed	Confirm		*
24	Interlocks	Engine start – operator in seat, brake pedal depressed, or park brake engaged, traction pedal in neutral, PTO disengaged.	Specify		*
25	Interlocks	Automatic engine shut down if the operator leaves the seat	Confirm		*
26	Drive System	Two (2) wheel drive configuration	Confirm		*
27	Drive System	Hydrostatic transmission or dual pumps and wheel motors	Confirm		*
28	Drive System	Variable speed control	Confirm		*
29	Drive System	Safety interlock system to be installed on the Unit. Engine will not start if the PTO is engaged.	Specify		*
30	Drive System	Transmission oil cooler	Confirm		*
31	Operator Control Platform	The operator's seat to be fully adjustable. It will also include a certified seat belt and arm rests	Confirm		*
32	Operator Control Platform	The operator to be protected by a two (2) post certified ROPS	Confirm		*
33	Operator Control Platform	ROPS location to sit behind and / or wider than the operator's seat to avoid operator interference	Confirm		*
34	Operator Control Platform	All controls to be easily accessible to the operator	Confirm		*
35	Operator Control Platform	Hydraulic lift control	Confirm		*
36	Wheels And Tires	Tires shall meet GWR as recommended by the manufacturer with the highest ply rating available	Confirm		*
37	Hydraulics	Equipped with a hydraulic pump of demonstrated and proven capacity to properly and efficiently operator all attachments under full load without overheating	Confirm		*
38	Hydraulics	Hydraulic oil reservoir level indicator	Confirm		*
39	Mower Deck	Mower deck to be rear discharge type	Confirm		*
40	Mower Deck	Mower cutting width to be 60 inches	Confirm		*
41	Mower Deck	Height of the cut to range from one (1) inch to four (4) inches approximately minimum in ¼ increments	Specify		*
42	Mower Deck	Deck construction to be made of an appropriate gauge thickness to withstand the daily operational pressures imposed	Confirm		*
43	Mower Deck	Height of the cut to be easily adjustable without tools	Specify		*
44	Mower Deck	Two (2) front mounted fully pneumatic caster wheels to be supplied. Caster wheels to be fully adjustable without the use of tools. All other deck tires shall be foam filled.	Confirm		*
45	Mower Deck	Three (3) mower mulching blades minimum to be supplied – made of heat-treated steel	Confirm		*

46	Mower Deck	Mower deck to be fully baffled to provide positive lift and uniform discharge	Confirm		*
47	Additional Equipment to be included in the purchase	Four (4) dedicated tie downs made from drop forged steel, rated at 5,000 pounds in any direction and compliant with the national safety code for motor carrier, standard ten (10) inch cargo securement to be supplied and installed, location to be determined prior to delivery	Confirm		*
48	Additional Equipment to be included in the purchase	Mulching Kit	Confirm		*
49	Additional Equipment to be included in the purchase	Catch All" hopper style grass catcher. This hopper style grass catcher holds 11.4 bushels of clippings. The hopper is easy to remove and can be emptied while the operator remains seated.	Confirm		*
50	Paint	Highest quality primer and paint with two (2) coats minimum. Paint must be factory applied at time of manufacture.	Confirm		*
51	Warranty	Complete factory warranty to be supplied and begins on acceptance of the unit	Confirm		*
52	Key fob/Keys	Two (2) working keys will be supplied with the equipment	Confirm		*
53	Manuals	Digital Manuals – Two (2) operators, one (1) parts, and one (1) shop repair for all components including engine	Confirm		*

### Reference Table

Provide reference information as requested in the Bid Solicitation document.

The City reserves the right to consider information provided by these references, during the Bid review. Poor reference(s) and/or unsatisfactory safety records may result in the immediate rejection of the Bidder at the discretion of the City.

In addition, any information received in response to enquiries made by the City to third parties apart from those disclosed as References in relation to the reputation, reliability, experience and capabilities of the Bidder may also be considered.

The City reserves the right to request additional references where required.

Description	Reference #1 *	Reference #2 *	Reference #3 *	
Project Name				*
Client Organization				*
Approximate Value (\$)				*
Duration (From - To: Month & Year)				*
Key Contact Person(s)				*
Key Contact Person(s) Phone Number				*
Key Contact Person(s) E-mail				*

List of Subcontractors

Provide a list of all subcontractors and sub-consultants you will be using to undertake the Work. Subcontractors or sub-consultants may not be adjusted without written permission from the City.

☐ By clicking here I/we confirm that there are no Subcontractor(s) and the Bidder/Proponent shall perform entire Work with their “**OWN FORCES**”.

Name of Subcontractor	Area of Work	Address	Contact Person	Phone Number	E-mail Address	
						*

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## Form of Offer

SUBMITTED TO: THE CORPORATION OF THE CITY OF BURLINGTON (the "City")

I/We have read and understand this Bid Solicitation document, and agree to perform the Work required in accordance with this Bid Solicitation document and my/our Bid at the price(s) detailed in my/our Bid.

I/We confirm that:

1. The person named in this Form of Offer is authorized to sign and electronically submit this Bid through the Bidding System.
2. I/We meet all mandatory requirements of the Bid Solicitation document.
3. The bid deposit, if applicable, as specified in the Bid Solicitation document is submitted through the Bidding System.
4. My/Our Bid will remain open for acceptance for a period of One Hundred and Twenty (120) calendar days from the Closing Time. The City may, at any time within this period, accept my/our Bid whether or not any other Bid has previously been accepted.
5. All prices provided in my/our Bid will remain fixed and firm for the duration of the term of the agreement, unless specified otherwise.
6. All prices provided in my/our Bid are in Canadian funds and include all charges of every kind attributable to the Work. Harmonized Sales Tax will be extra and not shown, unless specified otherwise.
7. To the best of my/our knowledge and belief:
  - a) the information provided in my/our Bid is correct; and
  - b) my/our Bid is made without any comparison of figures or arrangement with any other individual, corporation or person submitting a Bid for the same Work and is in all respects fair and without collusion or fraud.
8. I/We comply with the City's Procurement By-law as well as all other applicable provincial and federal laws and municipal by-laws.
9. All staff that form part of my/our team for the Work included in the Bid Solicitation document, including all subcontractors, have undergone accessibility awareness training in accordance with the *Accessibility for Ontarians With Disabilities Act, 2005*, S. O. 2005, c.11, Integrated Accessibility Standards O.Reg 191/11 requirements. I/We indemnify the City from and against any cost, expenses, fines, penalties, damages or losses that the City incurs or suffers as a result of my/our failure to comply with the Act.
10. I/We agree and understand that the recommendation to award the Work may be subject to the approval from the City Council as well as availability of funds.

☒ I/We agree to be bound by the terms and conditions and have authority to bind the corporation and submit this Bid / Proposal on behalf of the Bidder. / Proponent

I am authorized to bind the Bidder / Proponent. I understand that by typing my name in the box above, I am signing this Form of Offer / Proposal Submission Form electronically on behalf of the Bidder / Proponent. I consent to the use and acceptance of such electronic signature and acknowledge that such electronic signature will have the same force and effect as a handwritten signature.

The Bidder / Proponent shall declare any actual, potential or perceived conflict of interest that could arise from submitting their Bid / Proposal. Disclose any perceived, potential or actual Conflict of Interest of the Bidder / Proponent, any Bidder / Proponent Advisor or any of the employees of the Bidder / Proponent or any employee of Bidder / Proponent Advisor engaged in the development or oversight of development of your Bid / Proposal (including for such employees in their personal capacities) in respect of the Goods and/or Services which, to the best of your knowledge and after due inquiry represents a complete summary of perceived, potential or actual Conflicts of Interest.

Do you have a potential conflict of interest?

☒ Yes ☐ No

The following addendum / addenda issued by the City shall form part of the Bid / Proposal Solicitation document. The revisions and additions noted herein along with any attachments shall be read in conjunction with all other related documents. This Addendum shall, take precedence over the previously issued documents where differences occur.

The Bidder / Proponent acknowledges and agrees that the addendum / addenda below form part of the RFP / Bid Solicitation Document. Bidder / Proponent must check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name

I have reviewed the  
below addendum and  
attachments (if  
applicable)

Pages

There have not been any addenda issued for this bid.

**PREVIEW**

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