

The Corporation of the Village of Burk's Falls

Request for Bid: New Kubota LX3520 Tractor with factory cab and some implements
Burk's Falls, ON

Official bid closing date/Time: Wednesday, August 13, 2025, at 1:00 PM (LOCAL TIME)

Sealed proposals, clearly marked as to contents are to be delivered to:

Village of Burk's Falls 172 Ontario Street Box 160 Burk's Falls ON P0A 1C0

1.0 BACKGROUND

The Village of Burk's Falls is a single tier Municipality, located 165 miles north of Toronto on the Hwy. 11 corridor between Huntsville and North Bay at the junction of Highways 11 and 520 in the District of Parry Sound.

The Village of Burk's Falls has a Capital Plan for 2023- 2028. The work has been included in the 2025 budget. The project is expected to be completed by the end of October 1, 2025.

2.0 SCOPE OF WORK

The Village is seeking bids to supply and deliver a new Kubota LX3520 Tractor with factory cab (heat and air conditioning), front mount snowblower, front end loader, weight box, mid mount PTO for snowblower attachment, and installed low mount beacon on top of cab. The items in this tender are to be delivered to 140 Dimsdale Street, Burk's Falls ON P0A 1C0 and a tutorial for installation and operation given to staff. All pieces of equipment shall come with the necessary parts for operation upon delivery, for example but not limited to K-Connect system and subframes etc.

3.0 Proposal Timelines

The schedule for the project is as follows:

Bid Released
Submission Deadline
Project Award
Project Completed Period
(To be discussed with Village)

July 22, 2025
August 13, 2025, at 1:00 pm
August 25, 2025
October 1, 2025

Questions can be directed to Derek Smith, Public Works Foreman at (705)-382-3138x229.

4. Information to Bidders

4.1 Proposal Documents

The individual or firm submitting a proposal shall verify that these documents are complete and assume the responsibility to notify the Village of any discrepancies. The Village will issue any changes/additions/deletions to specifications and/or terms and conditions. Any and all addenda issued by the Village shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by bidders. Where a Bidder finds discrepancies or omissions in the documents or instructions, or otherwise requires any clarification, the Bidder should contact the Village in writing by fax or e-mail as listed below. The Village is not an expert in these matters and discussion and or clarification may be required.

4.2 Incurred Costs

The Village shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any proponent(s) prior to or subsequent to or by reason of the acceptance or non-acceptance or delay related to this proposal.

4.3 Errors and Omissions

The Village shall not be held liable for any errors or omission in any part of this Bid. The information is not guaranteed or warranted to be accurate by the Village nor is it necessarily comprehensive or exhaustive.

4.4 Agreement with Terms

By submitting a Bid, the Proponent agrees to all the terms and conditions of this RFP. Any electronic documents received cannot be altered with the exception of adding the information requested. To do otherwise would invalidate the proposal.

4.5 Ownership of Proposals and Freedom of Information

All documents, including proposals, submitted to the Village will become the property of the Village. If you wish any or all of the documents that you submit to the Village as part of this Proposal to be protected from disclosure under the above legislation, please provide a signed letter enclosed with the Tender outlining the parts of the Proposal to be protected. This letter will not guarantee that there will never be disclosure, but it does lay the groundwork for handling an application for disclosure by a third party under this legislation.

4.6 Workers Safety Insurance Board (WSIB)

The successful proponent shall be in good standing with the WSIB. A certificate of clearance from the WSIB is to be supplied to the Village of Burk's Falls upon notification of award and is required to be renewed upon expiry if during the contract period.

4.7 Accessibility for Ontarians with Disabilities Act, 2005 (AODA)

New requirements of the AODA passed by the Ontario Legislature with the goal of creating standards to improve accessibility across the province are now in effect. All private sector organizations in Ontario were required to comply with the Customer Service Standards by January 12, 2012.

Businesses and individuals that the Village has contracted to provide goods or services to customers must ensure that their employees, agents and subcontractors are trained on providing accessible customer service.

4.8 Corporate Health and Safety Policy

The successful Bidder will be required to provide a copy of their Health and Safety Policy including their program of implementation of this policy.

Under the Duties of Employer and Other Persons, (Section 25(2) (j) of the Occupational Health and Safety Act) the Act states:

- (2) Idem Without limiting the strict duty imposed by subsection 1, an employer shall;
 - (j) Prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement the policy. This section of the Occupational Health and Safety Act is clear. An employer is required to have the above in place no matter how small or large a business. The Village requires that this information be part of the required documentation for contract award.

The contractor shall indemnify and hold harmless the owner, their agents and employees for any contraventions of the *Occupational Health and Safety Act*, (most current legislation) and for

all legal costs incurred in the event that charges are brought against the owner pursuant to the act.

4.9 Indemnity

The Contractor will indemnify and save harmless the Village, its employees and agents from and against all claims, demands, losses damages, costs and expenses made against or incurred, suffered by the Village at any time where the same or any of the them are based upon or arise out of or from anything done or omitted to be done by the Consultant or their firm, excepting always liability arising out of the independent acts of the Village.

4.10 Insurance

While the proponent will be responsible to maintain adequate insurance to cover all claims, including but not limited to professional errors and omissions, and automobiles, such policy shall also name the Village thereunder. Upon successful award of the proposal the proponent shall supply the Village with a certificate of insurance outlining a minimum of \$2,000,000.00. The successful proposal shall be responsible for all deductibles under their policy and must maintain coverage stated above throughout the contract period.

4.11 Employees / Subcontracting

Subcontracting is only permitted for section two of the scope of work. That awarded proposal must state all individuals to be employed as part of this project. Resumes and references of employees may be included in the proposal.

4.12 Conflict of Interest

The proponent shall identify and detail any potential conflict of interest in the proposal.

BID FORM

| To The Corporation of the Village of Burk's Falls, Hereafter called the "O | wner": |
|--|-----------------|
| I/WE_ | the undersigned |
| declare: | |

- THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Bid or in the Contract proposed to be taken.
- THAT this Bid is made without any connections, knowledge, comparison of figures
 or arrangements with any other company, firm or person making a Bid for the same
 Work and is in all respects fair and without collusion or fraud.
- I/WE represent that no member of the Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Contract, or in the supplies, Work or business in connection with the said Contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
- THAT I/WE hereby submit the following Proposal and agree to meet the goals of this
 proposal with all Proposal requirements met, and to accept in full payment therefore,
 in accordance with the prices and terms set forth in the Bid herein.
- THAT this Bid is irrevocable and open to acceptance until the Agreement is
 executed by the awarded Bidder for the said Work or Sixty (60) Working Days, and
 prices for as long as stated elsewhere in the document, whichever event first occurs
 and that the Owner may at any time within that period without notice, accept this Bid
 whether any other Bid has been previously accepted or not.
- THAT if the Bid is accepted, I/WE agree to complete the scope of work within the scheduled timeframe. If I/WE fail to do so, the Owner may accept the next lowest or any Bid or to advertise for new bids and I/WE also agree to pay to the Owner the difference between this Bid and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new bids, and shall indemnify and save harmless the Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

Bid:

| D 15: 15:1 | 0 1 " 5 " | |
|--------------------|------------------|--|
| Purposed Final Bid | Completion Date: | |

1. The Village would like to compare bid options as outlined in the following table:

| Work to be performed | Fee* | useful life | Subtotal** | Expected earliest date of completion |
|---|------|-------------|------------|--------------------------------------|
| Supply new 2025 Kubota LX3520 tractor with factory cab | \$ | | \$ | |
| New front mount snowblower | | | | |
| New front end loader (LA545) | | | | |
| New mid mount PTO if needed | | | | |
| New rear mount weight box | | | | |
| Subframe if needed | | | | |
| K-Connect | | | | |
| Low mount beacon (installed) | | | | |
| Other items | | | | |

^{*}Pricing to include pricing for site preparation work along with details required for installation with responsibilities outlined (village or contractor).

^{**}The pricing listed under subtotal shall include all costs for supply, materials, labour and equipment required to carry out the work to completion.

| 2. Additional Disbursen | nents (Itemized): | | |
|---|---|---------------------------|---------------|
| | @ \$ | | |
| | @ \$ | \$ | _ |
| Total Bid Amount (Ups (Schedule can be modified for ease of bid b | set Limits) out Total Bid Amount is final) | \$ | |
| 3 Option for Financing: Fill in payment and any other financing offers TERM | | | |
| D. T. C. | 60 months | | |
| RATE % | | | |
| 0 % | | | |
| | | | |
| | | | |
| | | authorized to execute thi | <u>s bid.</u> |
| NAME: | | | |
| BIDDER'S SIGNATURE | E AND SEAL: | | |
| POSITION: | | | <u></u> |
| | | | |
| | | | |
| (If Corporate Seal is not | | | |
| DATED AT THE | | | _ |
| THIS DAY O | OF | 202 | 25 |

Note: Failure to provide the complete Form of Proposal, submitted as an original document, complete with original authorized signature(s), at time of Proposal closing, <u>will result in the Proposal submission being disqualified and not considered for award</u>.