



NOTTAWASAGA VALLEY CONSERVATION AUTHORITY (NVCA)

TENDER No. 1/12

Sealed Tenders for the: 2012 (NEW) TRACTOR
 2012 (NEW) SNOW BLOWER

& Trade-in for:
1974 Massey Ferguson Tractor
2004 Lucknow Snow Blower
2003 Bearcat wood chipper

As described herein and
Addressed to: Byron Wesson, Director Land Operations &
 Stewardship Services, Project Leader
 NVCA, 8195 8th Line, Utopia, On, L0M 1T0

Will be received until: February 24, 2012, 2:00 p.m., local time

There will be a public opening for this Tender at the John Hix Administrative building, 8195 8th Line, Utopia, in the Township of Essa at 2:30 p.m. local time, February 24th, 2012, following the Tender Closing.

Sealed Tenders for the supply & delivery of a 2012 (NEW) Tractor and 2012 (NEW) snow blower, as listed herein, will be received. One (1) original and two (2) copies of the Tender are to be submitted. Submissions that do not provide the stipulated copies will be deemed non-compliant and excluded from the selection process.

Trade-In Equipment

The NVCA has the following equipment to trade-in on the cost of the equipment specified herein:

Quantity	Equipment
1	1974 Massey Ferguson 135, 45 hp 3 cylinder Perkins diesel 3 pt. hitch, 540 pto
1	2004 Lucknow Snow Blower 5' S50 3 pt hitch mount, hydraulic chute
1	2003 Bearcat chipper shredder 3 pt hitch mount

Although the NVCA would prefer to trade-in the aforementioned equipment for the purchase of new equipment, bidders will not be disqualified from the tender if they do not including a trade-in value for the trade-in equipment.

For purposes of this tender, the Nottawasaga Valley Conservation Authority may be hereinafter referred to as the 'NVCA'.

GENERAL CONDITIONS

1. FORM OF TENDER

- 1.1 The tender must be submitted with the attached forms specific to the tender. No changes may be made in the tenders after they have been received. If more than one tender from a firm, partnership, or corporation is submitted, the only one considered and opened will be the one with the latest acceptable time/date stamp on the envelope.
- 1.2 Tenders must be submitted in envelopes, properly sealed and clearly marked on the outside with the word "TENDER" together with the project name and the name and address of the bidder,

as provided. Electronically transmitted tenders (i.e. fax or e-mail, etc.) will not be considered.

- 1.3 Tenders will not be accepted beyond the exact closing time/day of February 24, 2012 at 2:00 p.m. local time. Any tenders received after the established closing time will be returned unopened. Sealed tenders shall be delivered to:

Byron Wesson, Director Land Operations & Stewardship
Services, Project Leader
Nottawasaga Valley Conservation Authority
8195 8th Line, Utopia, On L0M 1T0

- 1.4 Tenders must be legible and completed in ink or type written. Erasures, overwriting, or strike-outs will not be reason for rejection, provided all such changes remain legible and have been initialed by the authorized person signing on behalf of the bidder. Tenders which are incomplete, conditional, illegible or obscure, or that contain reservations, erasures, alterations or irregularities of any kind may be rejected as informal.
- 1.5 Tenders may be withdrawn prior to tender closing by request to the NVCA's project leader, identified on the tender, but only if made in writing.
- 1.6 The Bidder shall indemnify and save harmless the NVCA from and against all claims, demands, loss, cost, damages, actions, suites or other proceedings by whomsoever, brought or prosecuted by, or attributed to any such damages, injury or infringement as a result of activities under this Tender.
- 1.7 The Bidder shall examine the bid documents as soon as possible after receipt. Report errors, omissions or ambiguities discovered therein, as soon as possible and at least seven (7) days prior to the date set for receiving bids to the NVCA's Project Leader. During the bidding period, Bidders may be advised by Addenda of required additions to, or deletions from, the requirements of the Bid Documents. Such changes will become part of the Bid Documents.

2.0 GENERAL TERMS

- 2.1 It is not the purpose of the NVCA to award this tender to any Bidder who does not furnish satisfactory evidence of possessing the ability and experience in this class of equipment.
- 2.2 The NVCA reserves the right to reject any or all proposals or to accept any tender should it be deemed in the interest of the NVCA to do so. In addition, the NVCA may elect to reject any or all Tenders for the following reasons:
 - All the Tenders are outside the approved budget for this equipment.
- 2.3 The NVCA will base their decision on the following components, which the Bidders must include with their bid:
 - Price
 - The supply of goods made by a method resulting in the least damage to the environment
 - Warranty
 - Complete orientation of the equipment, preferably on-site; including proper handling/use, maintenance, etc.
- 2.4 The NVCA reserves the right to negotiate minor changes or variations with the successful bidder, without a general tender recall, provided any such changes would not be deemed to have an effect on the relative standing of all the bidders or be in any way otherwise prejudicial to them.
- 2.5 The information on this proposal is collected for the purposes of determining the successful supplier of the 2012 (new) Tractor and accessories and 2012 (new) snow blower as noted within this tender. All written quotations received by the NVCA may become a public record, once a quotation is accepted by the NVCA, and a contract is signed, all information contained in them may be available to the public, including personal information, as per the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.) 1990, Chapter M.56, as amended.
- 2.6 In accordance with Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), Bidders are reminded to clearly identify in their Proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar

confidential information, the disclosure of which could cause them injury or damage. The MFIPPA provides all persons with a legal right of access to information in the custody and/or control of the NVCA subject to a limited set of exemptions. One such exemption is information that reveals a trade secret of scientific, technical, commercial, intellectual, financial or labour relations information supplied in confidence by a third party, where disclosure could reasonably be expected to result in certain harms. Bidders are encouraged to place all such details and information within a separate section of their submission. Complete Tenders are not to be identified as confidential.

- 2.7 Submission by the bidders of a Tender shall be deemed to be consent by the bidder;
1. To the disclosure of the Tender or any part thereof, to individuals in the NVCA, and in government agencies and to other persons, as may be necessary for the purpose of reviewing and evaluating the Tender;
 2. To the NVCA making **copies** of the Tender for the purpose of reviewing and evaluating the Tender;
 3. To the retention of the Tender by the NVCA; **and**
 4. To the public disclosure of the name of the bidder.
- 2.8 The successful Bidder shall ensure all products and services provided in respect to this Contract are in accordance with and under the authorization of all applicable authorities, Municipal, Provincial, and Federal Legislation, including, but not limited to; The Occupational Health & Safety Act of Ontario, Workplace Safety & Insurance Act and Environmental Protection Act.
- 2.9 All inquiries regarding this Tender shall be directed to the Project Leader, at 705-424-1479, ext. 224, or e-mail bwesson@nvca.on.ca.

3.0 ABILITY & EXPERIENCE

It is not the intent of the NVCA to award this Tender to any Bidder that does not furnish satisfactory evidence of possessing the ability and experience in this class of requirement and, sufficient capital and plant to ensure acceptable performance and completion of the tender.

Bidders may be required to complete a Reference Release Form as deemed necessary by the participating agencies, for the propose of contacting references as indicated.

4.0 ADDENDA

Addenda to this Tender may be issued if and when required. The Project Leader for this Tender will make every reasonable effort to ensure that all parties invited to bid on this Tender are provided with copies of addenda. It is ultimately the responsibility of each potential Bidder to ensure that all addenda have been received, acknowledged accordingly as provided for on the Tender document and, correctly considered in the preparation of their Tender.

Addenda will be sent via facsimile to the fax number, or email address as provided to the Project Leader at such time the Tender document is received/requested by the potential Bidder. Please ensure the Project Leader has an accurate accounting of your fax number and e-mail address and, provide any changes/corrections immediately to the Project Leader.

5.0 TERMINATION

- 5.1 The NVCA reserves the right to immediately terminate the contract for sufficient cause, including but not limited to deficiencies with such items as performance, scheduling, quality, specification compliance, pricing problems, etc.
- 5.2 Either party may terminate the Contract by giving the other party ninety (90) days written notice, and giving reasons acceptable to the other. A period of less than ninety (90) days to terminate the Contract may be negotiable if mutually agreeable among the parties involved in the Contract.
- 5.3 In the event of any dispute arising between the NVCA and the successful Bidder, either party may give the other written notice of such dispute. If the dispute cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the matter to arbitration in accordance with the laws of Ontario. If no such agreement is made then either party may submit the dispute to such judicial tribunal as the circumstances may require.

- 5.4 The Authority may, where and when possible, show a preference for products and services that can be shown to have a clear environmental and safety superiority over that which is offered by other Bidders, provided the specification compliance is satisfied. Bidders are therefore encouraged to present and strengthen the environmental and safety attributes of their products and services.

6.0 PRICING

- 6.1 Bid prices are to be quoted in Canadian funds and based on F.O.B. Destination, and shall include pricing for all accessories not included in the tractor price.
- 6.2 Prices tendered shall remain firm as specified in the submitted tender.
- 6.3 It is understood that in submitting a bid, each bidder agrees that his bid may be subject to acceptance up to ninety (90) calendar days after the closing date for the tenders.
- 6.4 Tender prices are to be exclusive of HST, which is to be shown separately, as applicable, on the tender form.

7.0 TERMS OF PAYMENT

- 7.1 Full payment will be made upon satisfactory delivery of the equipment.

**THE FOLLOWING INFORMATION IS TO BE COMPLETED BY THE
BIDDER**

FORM OF TENDER

To: The Nottawasaga Valley Conservation Authority

This Tender is submitted by:

Company

Address

Telephone Number

Fax Number

Contact Name

I/We, having carefully examined the Tender, including the Standard Terms and Conditions, and all documents relating thereto, does hereby offer in accordance therewith to supply the products and/or services, and all components thereof, as required by the NVCA and as outlined in the Tender.

THE BIDDER AGREES:

1. That the Tender is subject to the acceptance of the NVCA
2. To undertake to provide any products and/or services as required by the NVCA in accordance with the Tender; and
3. To identify in their Proposal material any specific scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Proposals and/or schedule of unit prices are not to be identified as confidential.
4. That the lowest or any tender may not necessarily be accepted.

THE BIDDER DECLARES:

- 1 That no person, firm or corporation, other than the Bidder, has any interest in this Tender or in the proposed equipment for which this Tender is made.
- 2 This Tender is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Tender for the equipment and is in all respect fair and without collusion or fraud.
3. The submitted prices, and all other terms are valid for a period of ninety (90) days from the Tender closing date or until a Purchase Order is signed with the Successful Proponent(s), whichever comes first.
4. The content, requirements and intent of this Tender document have been read and understood.

SIGNED: _____
I have the authority to bind the Proponent. _____ initial.

Please Print Name: _____

DATED AT _____ THIS ____ DAY OF _____, 2012

7.0 EQUIPMENT SPECIFICATIONS

SPECIFICATIONS AND CONFIRMATION FOR One (1) New 2012 4 Wheel Drive Tractor & for One (1) 7-8’ Snow Blower with Hydraulic Turner

This specification lists only the minimum major details of these units; it is the supplier's responsibility to deliver a fully equipped vehicle with compatible components to provide dependable efficient service.

Where minimums are called for the equipment/vehicle must meet or exceed the capacity, size or performance specified.

Vehicles shall meet or surpass the mandatory requirements of the “Canadian Motor Vehicle Safety Regulation”, and must bear the National Safety Mark, outlined in those regulations.

The make and model proposed must comply with the following specifications in all aspects. Where specific components are specified alternative components may be considered for approval by the Project Leader, prior to proposal closing, if they meet the requirements of this specification.

**7.1 SPECIFICATIONS AND CONFIRMATION
For: One (1) New 2011 4 Wheel Drive Tractor**

SPECIFICATION	CONFIRMATION
Make:	SPECIFY:
Model: 4 wheel drive with all standard equipment	SPECIFY:
Engine: Diesel, 70hp minimum	SPECIFY:
Emission control: Tier III	SPECIFY:
Transmission: 40 kph transmission	SPECIFY:
Electro hydraulic shuttle	SPECIFY:
Operating weight:	SPECIFY:

4 Agricultural tires	SPECIFY:
PTO with guard:	SPECIFY:
PTO HP: 60hp	SPECIFY:
Alternator: 120 amp	SPECIFY:
Halogen front headlights: 2	SPECIFY:
Halogen front corner work lights: 2	SPECIFY:
Front cab roof lights: 2	SPECIFY:
Rear work lights: 2	SPECIFY:
Turn signals/Flashers:	SPECIFY:
Deluxe cab: heater & air conditioner	SPECIFY:
Cab with 2 doors and locks:	SPECIFY:
Rear window: Hinged (fully opens)	SPECIFY:
Rear double remote valve:	SPECIFY:
Block heater:	SPECIFY:
Front loader with quick attach material bucket	SPECIFY:
VALUE ADDED	
Equipment orientation	SPECIFY:

7.2 SPECIFICATIONS AND CONFIRMATION
For: 7' to 8' snow blower

7-8' two stage snow blower with
hydraulic turner

SPECIFY:

WARRANTY:

Signed manufacturer's factory warranties shall be supplied.

7.3 TRADE-IN AMOUNT

EQUIPMENT	TRADE-IN \$
1 1974 Massey Ferguson 135, 45 hp 3 cylinder Perkins diesel 3 pt. hitch, 540 pto	_____
1 2004 Lucknow Snow Blower 5' S50 3 pt hitch mount hydraulic chute	_____
1 2003 Bearcat chipper shredder 3 pt hitch mount	_____

SCHEDULE OF ITEMS AND PRICES

FOR TENDER 1/12:

One (1) New 2012 4 Wheel Drive Tractor and accessories

One (1) New 2012 Snow Blower with Hydraulic turner

Minus Trade-in Value if applicable

DESCRIPTION	QUANTITY	PRICE PER UNIT
New 2011 4 Wheel Drive Tractor and accessories	1	\$
Snow Blower with Hydraulic turner	1	\$
	SUBTOTAL:	\$
	HST:	\$
	TOTAL:	\$
MINUS (-) TRADE-IN VALUE		\$
	TOTAL VALUE:	

DELIVERY DATE

Equipment/vehicles shall be delivered on the delivery date agreed to by the successful proponent(s) and the Project Leader, failing which the NVCA reserves the right to cancel the order without penalty or prejudice.

PROPONENT MUST INITIAL TO ACKNOWLEDGE DELIVERY STATEMENT: _____

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

I/we, the undersigned, in submitting the accompanying bid or Proposal (hereinafter "bid") to the NVCA for Tender No. 1/12, in response to the call or request (hereinafter "call") for bids made by the NVCA do hereby make the following statements that I/we certify to be true and complete in every respect:

I certify, on behalf of:

(Corporate Name of Proponent or Proponent [hereinafter "Proponent"])

THAT:

1. I/we have read and I/we understand the contents of this certificate;
2. I/we understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I/we are authorized by the Proponent to sign this Certificate, and to submit the accompanying bid, on behalf of the Proponent;
4. Each person whose signature appears on the accompanying bid has been authorized by the Proponent to determine the terms of, and to sign, the bid, on behalf of the Proponent;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Proponent, whether or not affiliated with the Proponent, who:
 - has been requested to submit a bid in response to this call for bids;
 - could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. The Proponent discloses that (check one of the following, as applicable):
 - the Proponent has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - the Proponent has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Proponent discloses, in the attached document(s), complete details thereof, including the names of the

competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. In particular, without limiting the generality of paragraphs (6) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a bid; or
 - the submission of a bid which does not meet the Specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Proponent, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Proponent)

BIDDER INFORMATION FORM

BIDDERS must complete this form and include with their submission

Please ensure all information is legible.

1.	Bidder's Contact Individual	
2.	Office Phone No.	
3.	Toll Free No.	
4.	Cellular No.	
5.	Fax No.	
6.	e-mail address	
7.	Website	

BIDDER

SIGNATURE

DATE