

CITY OF MOOSE JAW
“2017 TANDEM TRUCKS & OPERATOR FOR MUNICIPAL WORK”
Terms and Conditions of Invitation to Tender

- A.01 The City reserves the right to amend or reverse the *Contract Documents* prior to the date set for the closing of the *Invitation to Tender*. Prospective *bidders* will be informed of all changes as per A.10.
- A.02 The submission of a *bid* shall be conclusive evidence that the *bidder* has carefully examined the *Invitation to Tender* documents and any amendments and/or revisions pursuant to Section A.01 above.
- A.03 Should a *bidder* find discrepancies in or omissions from *the Invitation to Tender*, or should they be in doubt as to their meaning, they should at once notify the City. The City may then amend or revise the *Invitation to Tender*, pursuant to Section A.01.
- A.04 There are no other agreements, undertakings, representations, or understandings relating to the supply of the products other than the *Invitation to Tender*. This means the *Tender*, the *Terms and Conditions of the Tender*, *Specifications/Supplementary Conditions*, *Bid Form* and any revisions or amendments, pursuant to Section A.01 of the *Terms and Conditions of the Tender*. No amendment of this agreement shall be effective unless it is in writing and executed by both parties.
- A.05 The signature on the *Invitation to Tender* of a duly authorized representative of the company bidding is a condition of acceptance.
- A.06 Any contrary terms and conditions added to the *Invitation to Tender* or on the *bidder's* own documents will deem that submission to be a counter proposal. Such submissions may be subject to outright rejection and *bidders* are cautioned to weigh carefully the consequences of contrary terms or conditions.
- A.07 **The City reserves the right to accept any tender submitted in whole or in part or to reject any or all *Tenders* or to award the work in one or more contracts and to waive any irregularities.**
- A.08 The obligations and rights of *Tenderers* shall be those expressed herein. No terms either implied or verbally expressed, shall effect, restrict, or in any way vary the written terms of this *Invitation to Tender*. Without restricting the generality of the foregoing, no terms may be implied by virtue of custom or usage.
- A.09 The City shall have the right to evaluate competing *Tenders* in accordance with its own criteria for evaluation applied to the specific materials being tendered, whether or not such criteria has been expressly related to *bidders*.
- A.10 The City of Moose Jaw reserves the right to issue addendums if required. All addendums will be posted on the City of Moose Jaw website. The City of Moose Jaw will endeavour to not release any addendums within 48 hours of the close of the tender. It is the responsibility of the bidder to monitor and obtain any and all addendums from the City of Moose Jaw website pertaining to the tender.

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PREPARATION OF TENDERS

- B.01** Each *bidder* shall specify, on the forms supplied by the City, the price at which the *bidder* is offering to supply the items/service indicated.
- B.02** Prices listed for the services shown should be net of tax and should not include Goods and Services Tax or the Provincial Sales Tax.
- B.03** Equipment - to be reported at **1010 High Street West, Moose Jaw, Saskatchewan**, unless otherwise specified.
- B.04** All products and services must meet all current Provincial, Federal, Municipal, OH&S, etc. standards and if any defects are found all costs involved to correct the problem will be borne by the quoting firm.

Submission of Tender

- C.01** Each *tender* must be marked “**2017 TANDEM TRUCKS & OPERATOR FOR MUNICIPAL WORK**” TENDER and **submitted on or before 2:00 p.m., C.S.T., Tuesday, April 25, 2017, to:**

City of Moose Jaw
Municipal Operations Manager
Public Works Department
1010 High Street West
Moose Jaw, Saskatchewan, S6H 1V3
Phone: 306-694-4450
Fax: 306-694-4446
www.moosejaw.ca

- C.02** Telecommunication *bids* (faxed or emailed) will be accepted if received by closing of *tender*. *Bidder* must immediately confirm the *bids* in writing. The City of Moose Jaw assumes no risk or responsibility whatsoever that any fax or email will be received and shall not be liable to any *tenderer* if for any reason a fax or email is not properly received. Faxed bids will be received at (306) 694-4446. Emailed bids will received at EngineerBids@moosejaw.ca
- C.03** A *bidder* may withdraw their *tender* provided a written withdrawal, signed by a person authorized to sign *tenders*, is delivered to the address stated in C.01 before closing of the *tender*.

Applicable Taxes

D.01 The Goods and Services Tax and Provincial Sales Tax are to be shown separately on all invoices.

Formation of Contract

E.01 By submitting a *bid* the *bidder* agrees that the price shall be open for acceptance by the City for a period of 60 days after the date on which the *tenders* are to be opened.

E.02 The City may accept a *tender* by issuing a general standing offer to the successful *bidder* and thereby establish a contract for the supply and delivery of the product/service on the terms and conditions set forth in the documents as specified in the *Invitation to Tender Form*.

E.03 Failure to comply with the terms and conditions of the *tender* will result in the successful *bidder* being notified of a breach of contract. The successful *bidder* will be allowed ten (10) days to rectify this breach of contract.

E.04 Failure to rectify the breach of contract within the time specified in E.03 may result in the termination of the contract.

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SPECIFICATIONS FOR TANDEM TRUCK & OPERATOR

1.0 SCOPE OF WORK

- 1.1 To provide Tandem Truck(s) (i.e. one, or two) operator included, for Municipal Work including all aspects of Land Development within the City of Moose Jaw. The operator must be skilled and competent to fulfill these operational tasks.
 - 1.1.1 Approximate duration of the summer work will be **700 hours** per unit, working daily hours of 8:00 a.m. to 4:00 p.m. commencing May 15, 2017 weather permitting. Duration of the work is only an approximation and no adjustment to the hourly rate will be allowed should actual hours of work deviate from the approximation. The Engineer's estimate of hours/ quantities in this tender is approximate only and the Engineer has the right to increase or decrease these quantities by twenty-five per cent (25%).
 - 1.1.2 Each unit is to have a minimum Gross Vehicle Weight of 50,000 lbs.
 - 1.1.3 During inclement weather the contractor will be advised if their services are required. Contractors will not be paid for inclement weather conditions.
- 1.2 All work to be performed within the Occupational Health and Safety Act and all successive legislation.
- 1.3 Prior to commencement of work, the contractor shall provide evidence of compliance with Saskatchewan Worker's Compensation legislation at the place of work including payments due under said legislation. The contractor shall provide a Saskatchewan WCB Clearance and Statutory Declaration prior to receiving payment.
- 1.4 Contractor to provide evidence of insurance to Owner against loss for claims arising from the Work under Contract where bodily injury, death or property damage may occur; specifically the Contractor shall maintain Commercial General Liability and Vehicular Insurance, each having a limit of not less than (\$2,000,000.00) two million dollars per occurrence with a deductible that is satisfactory to the City of Moose Jaw.
- 1.5 The successful bidder will be required to obtain a Business License from the City of Moose Jaw prior to commencing said work. Business taxes must be current.

PLEASE USE THIS FORM FOR YOUR SUBMISSION

Bid Form

2017 TANDEM TRUCKS & OPERATOR FOR MUNICIPAL WORK

We _____
(Company Name & Phone #)

of _____
(Business Address)

having examined the documents to this tender; hereby offer to enter into a contract to perform all the work required by the tender documents for a fixed price of

Price/Hour \$ _____ per unit* # of Units _____ to be supplied

Bidders will be awarded with a maximum of **2 tandem trucks**. Lowest bid meeting specifications will be awarded up to the number of units indicated. Any remaining number of required units to a maximum of **2 tandem trucks** will be awarded to the next lowest bid meeting specifications.

*Canadian funds, which price includes all (gas, repairs, oil changes etc.) but does not include G.S.T. all prices given shall be effective at least sixty (60) days from date of closing of call for tenders, only GST will be levied on the contract price.

PLEASE USE THIS FORM FOR YOUR SUBMISSION

Bid Form

2017 TANDEM TRUCKS & OPERATOR FOR MUNICIPAL WORK

DECLARATIONS:

We hereby declare that:

- (a) we agree to perform the work in compliance with the required completion schedule in the tender documents.
- (b) no person, firm, or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this tender is made;
- (c) this Tender is open the acceptance for a period of sixty (60) days from the tender closing date.

SIGNATURES:

Signed, sealed, and submitted for and on behalf of:

Company:

(Name)

(Street Address or Postal Box Number)

(City, Province, and Postal Code)

(Provide contact # Cell / Business Phone, fax #/email)

(Apply SEAL above)

Signature: _____

Name and Title: _____
(Please Print or Type)

Witness: _____

Date: _____ at _____ this _____ day of _____

NOTE: Where legal jurisdiction or Owner requirement calls for proof of authority to execute this tender, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign this Tender for on behalf of the Corporation or Partnership should be attached.

Please clearly mark on envelope, "**2017 Tandem Trucks & Operator For Municipal Work**"