

TENDER FOR SUPPLY OF GOODS:  
# 2019 - 1  
105 HP DIESEL CAB TRACTOR



**INSTRUCTIONS TO BIDDERS**  
**March 1, 2019**

**TENDER FOR SUPPLY OF TWO 2019 - 105 HP DIESEL CAB  
TRACTORS**

**TRADE IN UNIT #203 1991 CASE IH 5120 & UNIT # 206 1998  
JOHN DEERE MODEL 6200 WITH HYDRAULIC DRIVEN FRONT  
MOUNTED ROTARY ANGLE BROOM, 3 POINT HITCH AND  
HYDRAULIC DRIVEN REAR BLADE**

**CITY OF MOOSE JAW  
SASKATCHEWAN**

**CLOSING DATE:**  
**March 19, 2019 at 2:00 p.m. (Central Standard Time)**

## INTRODUCTION

1. The City of Moose Jaw seeks Bids from vendors for the supply of Two 2018/19 HP Diesel Cab Tractor. Details regarding this tender and the Goods required by Moose Jaw can be found in the Bid Documents.

## SUBMISSION DEADLINE

2. Submit 1 original and 2 copies of Bids in hard copy to the following address **before 2:00 p.m. (Central Standard Time), March 19, 2019:**

Daily Lennox, Parks Supervisor  
City of Moose Jaw  
228 Main Street N,  
Moose Jaw, SK S6H 3J8  
Phone: 306-694-4430  
Fax: 306-692-7151  
E-mail: [parksbids@moosejaw.ca](mailto:parksbids@moosejaw.ca)

3. Moose Jaw's office hours for the purpose of receiving Bids are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m. (Central Standard Time), Monday to Friday, excluding statutory holidays.
4. Any Bids received after the Bid submission deadline will be returned to the Bidder unopened.

## BID DOCUMENTS

5. The Bid Documents consist of the following:
  - (a) Instructions to Bidders
  - (b) Schedule A – Specifications for Goods
  - (c) Schedule B – Bid Form
6. Upon receipt of Bid Documents, Bidders should verify that documents are complete and that no documents, sections, forms or pages are missing.
7. The Bid Documents are provided to Bidders for the sole purpose of obtaining Bids for this project and do not confer any license or grant permission for any other use.

## INQUIRIES

8. Any inquiries concerning this tender or the Bid Documents should be directed in writing as follows:

Daily Lennox, Parks Supervisor  
City of Moose Jaw  
228 Main Street N,  
Moose Jaw, SK S6H 3J8  
Phone: 306-694-4430  
Fax: 306-692-7151  
E-mail: parksbids@moosejaw.ca

9. Questions should be submitted not less than 5 working days before the Bid submission deadline. Replies may be in the form of addenda, a copy of which would be posted on [www.sasktenders.ca](http://www.sasktenders.ca).
10. The Bidder should refrain from contacting other employees or members of Council of Moose Jaw in respect of this procurement process, including for the purposes of lobbying or attempting to influence the outcome of this procurement process. Any such contact may, in Moose Jaw's sole discretion, result in disqualification of the Bidder.
11. The Owner may make changes to the Bid Documents prior to the Bid submission deadline. Any changes will be in the form of written addenda which will be posted on [www.sasktenders.ca](http://www.sasktenders.ca).
12. All addenda become part of the Bid Documents, as appropriate. Bidders are responsible for addressing all addenda in preparing Bids and should confirm, prior to submitting Bids, that all issued addenda have been received.

## **COMPLETION OF BIDS**

### Bid Completion

13. Bidders should complete the Bid Form and all Appendices which are attached to the Bid Form in their entirety, and should fulfill all other Bid submission requirements indicated in the Bid Form and the Appendices. Bids should be completed in accordance with these Instructions to Bidders and any directions in the Bid Form or the Appendices.
14. The Bid Form should be executed by an authorized representative of the Bidder.
15. Bids should be submitted in a sealed opaque envelope, clearly identified with Bidder's name on the outside.

### Bid Security

16. If applicable, Bids should be accompanied by any Bid security that is indicated in the Bid Form (including the Appendices) as a submission requirement.

### Amendment/Withdrawal of Bid

17. Amendments to submitted Bids will be permitted if received in writing prior to the Bid submission deadline and if executed in the same manner as the original Bid.
18. Bidders may withdraw their Bids at any time prior to the deadline for submitting Bids by giving written notice to Moose Jaw, signed by the Bidder. Bidders that withdraw their Bids may resubmit a Bid in accordance with these Instructions to Bidders prior to the Bid submission deadline.

### **EVALUATION OF BIDS**

19. Bids will be opened and evaluated in private.
20. In evaluating Bids, Moose Jaw expects to select the Qualified Bidder with the best value.
21. The Owner will determine who is a Qualified Bidder in its sole discretion, taking into account the following evaluation criteria:
  - (a) satisfaction of the specifications for the Goods identified in Schedule A;
  - (b) the Bidder's qualifications, experience and capacity to supply the goods and perform its obligations under a Contract with Moose Jaw;
  - (c) the completeness of a Bidder's Bid submission; and
  - (d) such other criteria as Moose Jaw considers relevant.
22. Moose Jaw will assess whether each Bidder is a Qualified Bidder primarily based on the information contained in each Bidder's Bid. In addition, in assessing the Bidder's qualifications, the Moose Jaw may have regard to the following:
  - (a) clarifications and/or additional information that may be supplied pursuant to requests from the Moose Jaw;
  - (b) interviews and/or reference checks that may be conducted at Moose Jaw's discretion;
  - (c) previous experience of Moose Jaw in working with the Bidder; and
  - (d) information received from any source that Moose Jaw considers reliable.

23. In determining the lowest Bid price from among the Qualified Bidders, Moose Jaw expects to take into consideration all pricing information submitted with the Bids received, including any alternate pricing or pricing for optional components of the Goods.
24. The Owner may, in its sole discretion, request clarification from a Bidder during the evaluation process. In responding to a request for clarification, the Bidder may not revise, amend or otherwise alter its Bid.
25. The Owner intends to evaluate Bids in the manner and based on the criteria set forth in these Instructions to Bidders, and the lowest or any Bid will not necessarily be accepted.
26. The Owner may, in its sole discretion, retain for consideration Bids that are non-conforming because they fail to comply with these Instructions to Bidders with regard to content, form, submission process or any other matter. The Owner may waive any defects, informalities or irregularities in a Bid and accept a Bid which contains any such defects, irregularities or informalities.
27. The Owner may, in its sole discretion, between the opening of Bids and the award, if any, provide Bidders with an opportunity to correct any defects, informalities or irregularities in their Bid.

## **BID ACCEPTANCE**

28. Bids must remain open for acceptance and be irrevocable for a period of 60 (sixty) calendar days after the Bid submission deadline: March 19 to June 19, 2019.
29. Moose Jaw will notify the selected Bidder in writing that its Bid has been accepted. Moose Jaw will then prepare a formal agreement (in the form set out in Schedule C – Form of Agreement) (the "Contract") for execution based on the selected Bid, and will deliver the Contract to the selected Bidder for execution. The selected Bidder will be obligated to execute the Contract within 3 working days after receipt of the Contract for execution. Failure to do so will result in the forfeiture of the selected Bidder's Bid Security (if applicable). Retaining the Bid Security in such cases shall not constitute waiver of any additional rights and remedies that Moose Jaw may have against the Bidder.
30. Moose Jaw intends to notify all unsuccessful Bidders, by e-mail, promptly after execution of the Contract. Unsuccessful Bidders may request a debriefing interview, to obtain feedback on their submission, within four weeks after receiving a notification letter.

31. If Bidders are required to provide security deposits with their Bids, the security deposits of unsuccessful Bidders will be returned as soon as possible after the selected Bidder executes the Contract. If no Contract is awarded, all security deposits will be returned. The security deposit of the successful Bidder will be returned after the Bidder has executed the Contract.

#### MISCELLANEOUS

32. If all qualified Bids (as determined by Moose Jaw in its sole discretion) exceed the amount that Moose Jaw has budgeted for this purchase or if Moose Jaw otherwise determines, at its sole discretion, that not entering into a Contract with any of the Bidders would be in its best interests, Moose Jaw may:
- (a) reject all Bids;
  - (b) cancel this tender;
  - (c) issue a new tender or commence another procurement process, based on the same or differing goods or other requirements; and/or
  - (d) enter into sole source negotiations with one or more qualified Bidders in order to obtain a lower price that is within Moose Jaw's budget.
33. The Bidder is expected to keep confidential all documents, data, information and other materials of Moose Jaw which are provided to or obtained or accessed by the Bidder in relation to this tender (which has not otherwise been made publicly available) and not make any public announcements or news releases regarding this tender or the selection of a Bidder, without the prior written approval of Moose Jaw.
34. Bidders are advised that as a city, Moose Jaw is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a city. Bidders are advised that Moose Jaw may be required to disclose the Bid Documents and a part or parts of any Bid in response to this tender pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
35. Bidders are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information

- should be marked as such in their proposal in response to this tender. Bidders should identify any information in their proposals that they consider to be confidential or proprietary business information.
36. The Owner is not responsible for any costs incurred by the Bidders in preparing their Bid submission or otherwise in participating in this procurement.
  37. The Bidder, by submitting a Bid, agrees that if Moose Jaw breaches any of the duties, responsibilities or obligations owed to the Bidder as a result of the Bidder's participation in this procurement process, Moose Jaw's maximum aggregate liability to the Bidder will be the reasonable costs actually incurred by the Bidder in preparing its Bid. The Bidder, by submitting the Bid, hereby waives any other claim, including, without limitation, any claim for any loss of profits, in the event the Bid is not selected by Moose Jaw.
  38. This procurement is subject to Annex 502.4 of the Agreement on Internal Trade.

**SCHEDULE "A" – SPECIFICATIONS FOR GOODS**

**Description of Goods:**

|   |              |                         |
|---|--------------|-------------------------|
| <b>TENDER FOR: Two (2) 2019 105HP DIESEL CAB TRACTOR</b>  |              |                         |
| <b>TRADE INS: 1991 Case IH 5120 &amp; 1998 John Deere model 6200 with hydraulic driven front mounted rotary angle broom; 3 point hitch; hydraulic driven rear angle blade.</b>  |              |                         |
|   | <b>MEET</b>  |                         |
|   | <b>SPECS</b> |                         |
|   | <b>CHECK</b> | <b>IF NO -</b>          |
| <b><u>MINIMUM SPECIFICATIONS</u></b>  | <b>HERE</b>  | <b>STATE DIFFERENCE</b> |
| - Unit offered is a new model of latest design in current production with all standard equipment plus/or as specified below.  |              |                         |
| Serviced to operate '+40 to -40c  |              |                         |
| - Unit offered shall comply with the following relevant Federal and Provincial regulations approved standards and should include but not be limited to: Saskatchewan Labour, The Occupational Health and Safety Act, Saskatchewan Vehicle Administrative Act, Vehicle Equipment Regulations, Saskatchewan Government Insurance Vehicle Safety Certified, complete with affixed certification decal. |              |                         |
| <b><u>POWER ESTIMATED</u></b>   |              |                         |
| - 105 H.P. (66kW) diesel (Specify)  |              |                         |
| - 85 HP (77kW) rated PTO power (Specify)  |              |                         |
| - Engine Peak Torque 432 N-m (318 lb.-ft)   |              |                         |
| - Constant Power Range – 1800-2200 rpm  |              |                         |
| <b><u>ENGINE</u></b>  |              |                         |
| - Diesel, in-line, 4-cylinder, wet sleeve cylinder liners with 4 valves-in-head, liquid cooled.   |              |                         |
| - Aspiration: wastegate turbocharger with air-to-air aftercooling and cooled exhaust gas recirculation  |              |                         |
| - Engine, air filter: Dual stage with aspiration.   |              |                         |
|   |              |                         |
|   |              |                         |
|   |              |                         |
|   |              |                         |
|   | <b>MEET</b>  |                         |



|   | <b>SPECS</b> |                         |
|---|--------------|-------------------------|
|   | <b>CHECK</b> | <b>IF NO -</b>          |
| <b><u>MINIMUM SPECIFICATIONS</u></b>  | <b>HERE</b>  | <b>STATE DIFFERENCE</b> |
| - Displacement: 275 cu.IN (4.5:)  |              |                         |
| - Lubrication: Full-pressure, full-flow filtration with bypass  |              |                         |
| - Oil Filter: Replaceable cartridge style oil filter  |              |                         |
| <b><u>TRANSMISSION</u></b>  |              |                         |
| - Standard: 12F/12R top shaft synchronized (TSS) Transmission w/PowerReverser (30K)                           |              |                         |
| <b><u>AXELS</u></b>   |              |                         |
| - Standard Rear Axle Flange   |              |                         |
| - Standard MFWD – tread range 59.7 to 79.4 in. (1516 to 2016)   |              |                         |
| <b><u>DIFFERENTIAL LOCK</u></b>   |              |                         |
| - Standard: Rear Axle - Full Locking Mechanical   |              |                         |
| <b><u>HYDRAULIC SYSTEM</u></b>  |              |                         |
| - Selective control valves: 2 mechanical SCVs Standard; 3 Mechanical SCVs Optional                            |              |                         |
| - Main pump, axial piston (displacement): 36.5c   |              |                         |
| - Maximum pressure: 2,828 pso (19,500 kPa)  |              |                         |
| - Rated flow (2@90% advertised efficiency): 20 US gpm/75.7 lpm  |              |                         |
| - Available flow at a single SCV: 20 US gpm/75.7 lpm  |              |                         |
| <b><u>3-POINT HITCH</u></b>   |              |                         |
| <b><u>- Wing Style quick connectors</u></b>   |              |                         |
| - (rear) Electrohydraulic Sensing   |              |                         |
| - Standard: Category 2 (5500 lbs (2500 kg) Standard Lift @ 610mm behind hitchpoint)                           |              |                         |
| <b><u>DRAWBAR</u></b>   |              |                         |
| - Standard: Cat 2 1000 kg (2205 lb.) – 1250 kg (2756 lb.) Maximum vertical load dependent on drawbar position |              |                         |
| - Standard: 1-3/8 in., 540/1000 reversible shaft  |              |                         |
| - PTO Speed: 540 PTO @ 2085 Engine rpm (specify)  |              |                         |
| <b><u>WHEEL BASE: MFWD - Mechanical Front Wheel Drive</u></b>   |              |                         |
| - Max Ballast Level – 14250lb (6464kg)  |              |                         |
| - Max Payload Capacity – 17636 lb (8000kg)  |              |                         |
|   |              |                         |
|   | <b>MEET</b>  |                         |
|   | <b>SPECS</b> |                         |

|   | <b>CHECK<br/>HERE</b> | <b>IF NO -<br/>STATE DIFFERENCE</b> |
|---|-----------------------|-------------------------------------|
| <b><u>MINIMUM SPECIFICATIONS</u></b>  |                       |                                     |
| <b><u>BRAKES</u></b>  |                       |                                     |
| - Foot operated automotive type brakes on drive wheels & mechanical park brake                        |                       |                                     |
| <b><u>SEAT</u></b>  |                       |                                     |
| - Full deluxe   |                       |                                     |
| - Full suspension with weight adjustments   |                       |                                     |
| - Seat adjustments fore and aft and for operator's height   |                       |                                     |
| - Seat belt   |                       |                                     |
| <b><u>ADDITIONALS</u></b>   |                       |                                     |
| - Electric key ignition   |                       |                                     |
| - 40-amp alternator   |                       |                                     |
| - Engine gauges or lights-oil pressure, water temperature, amp meter, fuel tachometer & hour meter    |                       |                                     |
| - Permanent Cab: heated and cooled (air conditioning)   |                       |                                     |
| - Operational windows   |                       |                                     |
| - AM/FM radio   |                       |                                     |
| - Headlights  |                       |                                     |
| - Directional, tail & brake lights  |                       |                                     |
| - Slow moving vehicle sign  |                       |                                     |
| - Back up alarm   |                       |                                     |
| - Horn  |                       |                                     |
| - 4-way flashers  |                       |                                     |
| - <b>Work lights (front and rear)</b>   |                       |                                     |
| - Strobe light  |                       |                                     |
| - Power steering  |                       |                                     |
| <b><u>TIRES</u></b>   |                       |                                     |
| - No flat tires   |                       |                                     |
| - Spare tire and wheel for all positions  |                       |                                     |
| <b><u>MANUALS</u></b>   |                       |                                     |
| - 2 set operator's manuals – 1 hard copy & 1 digital  |                       |                                     |
| - 2 set parts book – 1 A91 hard copy & 1 digital  |                       |                                     |
| - 2 set service manuals including engine, electrical, hydraulic & emissions - 1 hard copy & 1 digital |                       |                                     |
|   | <b>MEET</b>           |                                     |
|   | <b>SPECS</b>          |                                     |
|   | <b>CHECK</b>          | <b>IF NO -</b>                      |

| <b><u>MINIMUM SPECIFICATIONS</u></b>   | <b><i>HERE</i></b> | <b><i>STATE DIFFERENCE</i></b> |
|--|--------------------|--------------------------------|
| - 1 set of licensed version PC compatible diagnostic software & cable tool adaptors for the unit, engine, transmission, hydraulics and ABS systems if required. Failure to supply will be considered noncompliance with bid. |                    |                                |
| - 1 maintenance and safety video   |                    |                                |
| - State Manufacturer's warranty (minimum one year)   |                    |                                |
| - State Loaner program if replacement parts are more than 48 hours away  |                    |                                |

**Delivery Requirements**

Delivered FOB, 1010 High St. West, Moose Jaw, SK S6H 1T9

**Delivery and Payment Terms**

- Shipments to be made only on an order being placed by an authorized staff member of a City Department. A local Purchase Order Number or standing Purchase Order Number will indicate the list of products or service required, and will indicate the name and location of the City Department to which the delivery is to be made.
- Supplier to mail invoices in duplicate only to the address identified on the Purchase Order. A packing slip outlining quantity and name of products must be provided at the point and time of delivery.
- The Good and Services Tax and Provincial Sales Tax are to be shown separately on all invoices.

**SCHEDULE "B" – BID FORM**

Tender:           # 2019 – 1 for Two 110 HP Tractors

Submitted To: City of Moose Jaw ("Moose Jaw")  
228 Main Street N,  
Moose Jaw, SK S6H 3J8  
[parksbids@moosejaw.ca](mailto:parksbids@moosejaw.ca)  
Attention: Daily Lennox, Parks Supervisor

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Bid Price

We, \_\_\_\_\_  
(Company Name)

of \_\_\_\_\_  
(Business Address)

having examined the Bid Documents, Addenda No. \_\_\_ to No. \_\_\_ inclusive, all as issued by Moose Jaw, hereby offer to enter into a contract to supply the goods specified in the Appendices to the Bid Form for the price(s) specified in such Appendices.

**Appendices to Bid:**

The following listed forms are attached to and form an integral part of this Bid:

- (i) Appendix A – Goods/Pricing
- (ii) Appendix B – Conflict of Interest Disclosure

**Declarations:**

We hereby declare that:

- (i) no person, firm or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;
- (ii) this Bid has been prepared without any collusion, comparison or arrangement with any other party that is submitting a Bid for this project; and
- (iii) this Bid is open to acceptance for a period of sixty (60) days following the Submission Deadline specified in the Instructions to Bidder: March 19 to May 19, 2019.

We agree that, if Moose Jaw breaches any of the duties, responsibilities or obligations owed to us as a result of our participation in this procurement process, Moose Jaw's maximum aggregate liability to us will be the reasonable costs actually incurred by us in preparing our Bid. We hereby waive any other claim, including, without limitation, any claim for any loss of profits, in the event that our Bid is not selected by Moose Jaw.

We understand that Moose Jaw may not necessarily accept the lowest or any bid submitted.

**Signatures:**

Signed and submitted for and on behalf of:

Company:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province and Postal Code)

Signature:

\_\_\_\_\_

Name & Title:

\_\_\_\_\_  
(Please Print or Type)

Dated  
at

This

day of

, 20

\_\_\_\_\_

**APPENDIX A - GOODS/PRICING**

We offer to enter into a contract to supply the following goods to Moose Jaw for the price(s) stated below:

| Quantity | Goods  | Price per Unit | Price (CDN \$) |
|----------|--|----------------|----------------|
| 2        | 2018/19 105 HP DIESEL CAB TRACTOR                              |                |                |
| 1        | TRADE IN VALUE: UNIT #203 1991 CASE IH 5120                    |                |                |
| 1        | TRADE IN VALUE: UNIT # 206 1998 JOHN DEERE MODEL 6200          |                |                |
| 1        | TRADE IN VALUE: HYDRAULIC DRIVEN ROTARY ANGLE BROOM            |                |                |
| 1        | TRADE IN VALUE: 3 POINT HITCH WITH HYDRAULIC DRIVEN REAR BLADE |                |                |
|          | <b>GST</b>   |                |                |
|          | <b>PST</b>   |                |                |
|          | <b>TOTAL BID PRICE</b>   |                |                |

Delivery Time

We agree to make complete delivery of the Goods at the location specified in the Bid Documents.

Please indicate Delivery Date: \_\_\_\_\_

### **APPENDIX B - CONFLICT OF INTEREST DISCLOSURE**

Select the appropriate statement that applies:

- We represent and warrant that we are not aware of any actual or potential conflicts of interest between the Bidder and its management, and the City of Moose Jaw, its members of Council and management.

OR

- We represent and warrant that we are not aware of any actual or potential conflicts of interest between the Bidder and its management, and the City of Moose Jaw, its members of Council and management except as set out below:

Summary of the nature of any actual or potential conflict of interest: