

**CITY OF MOOSE JAW****“2019 GRADERS FOR MUNICIPAL WORK (SNOW MANAGEMENT)”****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. Furthermore, bids or *tenders* shall be submitted on the Bid Form provided by the City of Moose Jaw. To which end, the bidder shall complete the Bid Form in its entirety including all entries for unit prices, amounts, subtotals, and taxes as the case may be.
- 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 the bid or tender which it deems most advantageous. 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*.

**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** All products and services must meet all current Provincial, Federal, Municipal, OH&S, etc standards if any defects are found, all costs involved to correct the problem will be done by the quoting firm.

**Submission of Tender**

- C.01** Each *tender* must be marked “**2019 Graders for Municipal Work Tender (Snow Management)**” and **submitted on or before 2:00 p.m., C.S.T., Thursday, January 24<sup>th</sup>, 2019 to:**

City of Moose Jaw  
 Utilities Service Centre  
 1010 High St. W.  
 Moose Jaw, Saskatchewan  
 S6H 1T9  
 Attention: Marlin Stusek, Engineering Tech II  
 Phone: 306-694-4450  
 Fax: 306-694-4446

- C.02** Telecommunication proposal may be accepted if received the full document by Close of Call for proposal at fax 306-694-4446. Bidder must immediately conform the bids in writing. **The City of Moose Jaw assumes no risk or responsibility whatsoever that any fax will be received and shall not be liable to any proposer if for any reason a fax is not properly received.** Faxed bids will be received at (306) 694-4446. Emailed bids will be received at [EngineersBids@moosejaw.ca](mailto:EngineersBids@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*.
- C.04** All *tenders* will be opened and read publicly in the office or place of address stated in C.01 shortly after the closing of the *tender*. *Bidders* are invited to be present.

**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 *bid* 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.

## Specifications/Supplementary Conditions

### 1.0 GENERAL REQUIREMENTS

- 1.1 All equipment shall come with qualified operator.
- 1.2 **Requested Equipment shall be made available to the City when requested during the term of the contract. Equipment must be available within 24 hours after the end of a snowfall event.**
- 1.3 All work to be performed within the Saskatchewan Occupational Health and Safety Act and all successive legislation.
- 1.4 Prior to compensation 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.
- 1.5 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 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.
- 1.6 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.
- 1.7 **Powered Mobile Equipment (PME) Training Requirements:** Occupational Health and Safety Legislation requires that only trained and competent operators are required or permitted to operate PME. Training must meet the specific requirements under Table 14.1, and be provided by a competent person(s) and that a written record of all training delivered to workers is kept readily available. Contractors will be required to produce written documentation prior to commencing work that they, and/or their operators, have been trained and are competent within the meaning of Section 154 of the Occupational Health & Safety Regulations

## 2.0 SCOPE OF WORK

To provide the necessary equipment with operators included, for the City of Moose Jaw. All operators must be skilled and competent to fulfil required operational tasks.

### 2.1 Snow Management – Grader with Snow Trap

2.1.1 Winter Work Grader – to provide the necessary work with **up to 4 (four) Graders with Snow Traps, operator included**, for snow management operations within the city of Moose Jaw. The operator must be skilled and competent to fulfil required operational tasks and must have PME certification.

When conditions warrant snow plowing, the work is performed from 8:00 am until 4:00 pm. When conditions warrant snow removal (hauling), the work is performed from 12:00 am until 8:00 am.

2.1.2 Requested Equipment shall be made available to the City when requested during the term of the contract. **Equipment must be available within 24 hours after a snowfall event has ended.**

**Bid Form**  
**2019 Graders for Municipal Work (Snow Management) Tender**

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We \_\_\_\_\_  
(Company Name with 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

**Winter Work - Grader with Snow Trap & Operator**

Price/Hour    \$\_\_\_\_\_per unit\*    # of Units \_\_\_\_\_ to be supplied

Bidders will be awarded with a maximum of 4 graders. Lowest bid meeting specifications will be awarded up to the number of units indicated. Any remaining number of required units to a maximum of 4 graders will be awarded to the next lowest bids meeting specifications.

\*Canadian funds, which price 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.

**Bid Form**  
**2019 Graders for Municipal Work (Snow Management) Tender**

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**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)

(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, **“2019 Graders for Municipal Work (Snow Management) Tender”**