



**Tender for the Supply and Delivery of:**

**New 2020/21 Tandem Dump Snow Plow With Spreader Dump (Flyer)**

Town of Twillingate  
P.O Box 220  
Twillingate, NL  
AOG 4M0  
Phone: (709) 884-2438

## **New 2020/21 Tandem Dump Snow Plow With Spreader Dump (Flyer)**

The Town of Twillingate is inviting Tenders for the supply and delivery of one (1) New 2020/21 Tandem Dump Snow Plow With Spreader Dump for its Department of Public Works.

Bidders may have specifications emailed or faxed by contacting Marie Magnin via email at [m.magnin@townoftwillingate.ca](mailto:m.magnin@townoftwillingate.ca)

Tenders must be received in PDF format by email at [m.magnin@townoftwillingate.ca](mailto:m.magnin@townoftwillingate.ca) and the subject line must read "Tender for Tandem Dump Snow Plow with Spreader Dump – Bidder's Name". The email must be received before 2:00 pm on July 31<sup>st</sup>, 2020.

Tenders will be publicly opened via online video (zoom) after 2:00 pm on tender closing day or such later date as determined by the Town and indicated to bidders by way of addendum. Those interested in attending the virtual public opening must notify Marie Magnin at [m.magnin@townoftwillingate.ca](mailto:m.magnin@townoftwillingate.ca) of their intention to attend prior to 2:00 pm on July 31<sup>st</sup>, 2020.

### **Terms and Conditions for Purchasing**

#### **General**

1. Inquiries before tendering should be directed to the Public Works Foreman at 709-884-8641, [publicworks@townoftwillingate.ca](mailto:publicworks@townoftwillingate.ca) or to the Town Manager at 709-884-2438, [m.magnin@townoftwillingate.ca](mailto:m.magnin@townoftwillingate.ca) and companies should quote the tender number in any correspondence.
2. Tenders must be received via e-mail at [m.magnin@townoftwillingate.ca](mailto:m.magnin@townoftwillingate.ca) before the exact closing time and date indicated in the advertisement. TENDERS RECEIVED AFTER THAT TIME WILL BE REJECTED.

#### **Tender**

5. The Town of Twillingate reserves the right to cancel this solicitation at any time. The lowest, or highest ranking, or any bid may not necessarily be accepted.
6. Prices include packing, cartage, loading and unloading charges, unless otherwise specified in the tender. In the case of an error in the extension of prices, the unit price will govern.
7. It is understood that a tender offer will remain open for acceptance for a period of not less than 30 days from the closing date of tender, unless otherwise indicated herein.
8. Bidders must satisfy themselves that the item on which they are tendering is available, or will be available for delivery on the date they specify on the tender.
9. If required, the successful bidder will enter into a formal contract containing such terms and conditions (not inconsistent with the terms and conditions of this tender) as may be required.

Unless and until such a formal contract is entered into, this tender and any acceptance of tender shall together be the complete and only contract.

10. The bidder's name must appear on the tender and the form must be completed in its entirety.
11. The bidder must be a manufacturer, a factory branch, or an agent engaged in the business of selling, dealing in, and servicing the equipment bid upon and must maintain a reasonable stock of parts, and service to be provided upon request **within a 180km radius of the Town of Twillingate.**
12. Equipment supplied is subject to inspection upon receipt and could be rejected and returned if specifications are not met.
13. A copy of equipment warranty should be attached to each tender form by vendor.
14. Tenders should be accompanied with full Description Literature and Specifications on unit(s) quoted.
15. It is understood and agreed that the Town reserves the right to reject a tender which cannot meet the delivery date of **November 6<sup>th</sup>, 2020**. The Town also reserves the right to cancel a purchase order if the stated delivery date is not met.
16. In case of tie low bids, the preferred supplier shall be determined by a coin toss. Should a coin toss be required, it will be done publicly.

#### **Unacceptable Tenders**

17.
  - a) Tenders not submitted on the Tender/Contract Form provided will be rejected.
  - b) Facsimile and physical (paper copy) tenders will be rejected.
  - c) Tenders received after the tender closing time as set out in the Notice of Tender will be rejected.
  - d) Incomplete Tenders will be rejected.
  - e) Tenders containing qualifications or conditions may be rejected.
  - f) Tenders containing additional clauses to the Tender Form may be rejected.
  - g) Incorrectly prepared tenders may be rejected.
  - h) Deviations from specifications must be noted with the bid proposal. Deviations will be considered informalities in bidding and may not be accepted by the Town.

### **Amendments to Tender**

18. Amendments to the Tender will be permitted up to the Tender closing time as set out in the Notice of Tender. Amendments to tenders must be received in PDF format by email at [m.magnin@townoftwillingate.ca](mailto:m.magnin@townoftwillingate.ca) and the subject line must read "Amendment#, Tender for Tandem Dump Snow Plow with Spreader Dump – Bidder's Name". The email must be received before 2:00 pm on July 31<sup>st</sup>, 2020.

### **Withdrawal of Tenders**

19. Tenders may be withdrawn without penalty by written request if such request is received prior to closing time of Tender.

### **Substitution of Materials**

20.

- (a) Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified the choice shall be left to the Bidder. Where only one brand name is stated there shall be no substitution.
- (b) Where the Specifications include the "or approved equal" clause, substitutions may be proposed provided that the:
1. Request for a substitution is made in writing at least six (6) days prior to the bid date;
  2. Request shall clearly define and describe the product for which the substitution is requested;
  3. Substituted article is equivalent to the specified article with regards to design, function, appearance, durability, operation and quality.

Approval of the substitution by the Public Works Foreman shall be in the form of an addendum to the Specifications at least two (2) days prior to the tender closing date to all of those bidders listed as having received a copy of the Contract Documents.

The Public Works Superintendent may accept or reject any or all of the proposed substitutions as he/she sees fit, and his/her decision on a question of equality shall be final.

### **Disclosure of Information**

21. The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.

22. This procurement process is subject to the **Access to Information and Protection of Privacy Act, 2015**.

23. The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the **Access to Information and Protection of Privacy Act, 2015** has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the **Access to Information and Protection of Privacy Act, 2015**.



**TENDER/CONTRACT FORM**

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**CONTRACT NAME:** New 2020/21 Tandem Dump Snow Plow With Spreader Dump (Flyer)

**CONTRACT NO:** 2020-01

**TENDER CLOSING TIME:** 2:00 PM, JULY 31, 2020 (LOCAL TIME)

**TENDER ADDRESS:** Town Hall Office  
P. O. Box 220  
Twillingate, NL A0G 1Y0

**OWNER:** The Town of Twillingate

**CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_

Bidders:

1. Having carefully examined the attached materials, specifications, and all drawings listed in the specifications, WE, THE UNDERSIGNED, hereby offer to supply all the materials as per contract conditions, for lump sum prices shown in Appendix "A" in lawful money of Canada which includes all Government sales or excise taxes in force at this date.
2. We agree that this Tender/Contract Form, subject to all provisions contained herein, when accepted and executed on behalf of the Town of Twillingate shall constitute a binding Contract between the Contractor and the Town of Twillingate.
3. We confirm that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix "A") have been correctly computed for the purposes of the Tender and includes and covers all contingencies and provisional sums and all duties, taxes, handling charges, all overhead and profit, insurance premiums, all transportation (F.O.B Public Works Depot, 215-217 Main Street, Twillingate NL, A0G 4M0) and all other charges.
4. We hereby acknowledge receipt of the following Addenda:  
  
Numbers: \_\_\_\_\_.
5. In order for a Tender to be valid, it must be signed by duly authorized officials.



**TENDER/CONTRACT FORM – PAGE 2 OF 2**

SIGNATURE OF BIDDER

\_\_\_\_\_

Firm's Name

\_\_\_\_\_

Firm's Address

\_\_\_\_\_

\_\_\_\_\_

Signed By

\_\_\_\_\_

(SEAL)

Signed By

\_\_\_\_\_

Witnessed By

\_\_\_\_\_

Date

OWNER'S ACCEPTANCE

Accepted on behalf of the Owner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witnessed By

\_\_\_\_\_

Date



**SCHEDULE OF QUANTITIES AND PRICES – PAGE 1 OF 1**

**APPENDIX "A"**

**Supply one (1) New 2020/21 Tandem Dump Snow Plow With Spreader Dump (Flyer)**

**F.O.B Public Works Depot, 215-217 Main Street, Twillingate, NL**

\$ \_\_\_\_\_

15% H.S.T. \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

YEAR: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_

All tenders MUST be accompanied by manufacturer’s literature describing, in detail, the equipment bid upon.

\*Residual value must be supplied by a nationally recognized leasing agent



## **Requirements**

### **Manufacturer's Literature**

Provide manufacturer's literature including detailed specifications of items bid upon. Where contents of submitted literature from manufacturer include data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.

### **Quality Assurance**

Codes and Standards: Conform to the latest laws, rules and regulations of the Province of Newfoundland and Labrador and also to the latest Canadian Motor Vehicle Safety Standards as issued by Transport Canada.

The specifications are to be considered as a minimum requirement and do not relieve the vendor of the responsibility of supplying a complete fully functional unit, suitable for the service intended. The unit, including all necessary base equipment, shall be furnished complete and ready for use. All parts, not specifically mentioned, which are required for a complete unit, shall conform in design, strength, quality of material, and workmanship to the highest standards of engineering practice.

### **Warranty**

The standard manufacturer's vehicle warranty will apply. The Bidder shall provide a statement of the warranty provided, which clearly describes the terms under which the Bidder accepts responsibility for all of the costs to repair defects caused by faulty design, workmanship or material.

Machine must have a minimum of two (2) year warranty for all machine parts, labour and servicing. Copy of the warranty with duration stated to be included in the bid.

The Bidder shall deal directly with the purchaser on all warranty work. Parts must be available within a twenty-four (24) hour period.

The successful bidder must provide warranty service within 24hrs of being notified of the warranty issue. The service provider must be a licensed dealer.

### **General Requirements**

1. It will be the responsibility of the Bidder to inform the customer of any deficiencies in these specifications, for under this contract the vendor shall be held responsible for the design, performance, reliability and satisfactory operational function of the units provided.
2. The TRUCK / SANDER HOPPER shall be furnished complete and ready for use. All parts not specifically mentioned, but which are required to complete and place the unit into successful operation, shall be furnished as though specifically mentioned in these specifications. The complete unit, and all parts thereof, shall conform in strength and quality of material and workmanship, to the best standards and engineering practice of the industry.
3. Total weight of unit must meet Newfoundland weight restrictions for registration. The unit must also meet the weight restrictions for the following conditions: 1) dump box full of salt, 2) dump box full of sand. A bid for a vehicle not meeting the registration requirements will be rejected. After inspection if the vehicle does not meet the weight restrictions it will be rejected and returned.