

INSTRUCTIONS TO TENDERS

BEAVER COUNTY

2020 MOTOR GRADERS

Tender No. TEN2020-10PW

Issued: June 24, 2020

Submission Deadline: July 8, 2020 at 10:00:00 am local time

INSTRUCTIONS TO TENDERERS

1. BACKGROUND

1.1 Beaver County is seeking tenders for the (the “Work”) as follows:

1.1.1 Supply of Two (2) new Motor Graders.

1.2 Beaver County will receive sealed tenders until:

10:00:00 a.m. local time on Wednesday, July 8th, 2020 (“Tender Closing”).

2. SUBMISSION OF TENDERS

2.1 Each Tender shall be addressed to Beaver County in a sealed envelope clearly marked with the Tenderer’s name, address and tender number. The sealed envelope containing the Tender shall be delivered before the Tender Closing to Beaver County in accordance with the Invitation to Tenderers and the Instructions to Tenderers at:

Beaver County

Box 140

5120 - 50 Street

Ryley, Alberta

T0B 4A0

Attention: Dan Blackie, Superintendent of Transportation

To comply with Alberta Health Services – Social Distancing Protocols we will also accept email submissions to pwtenders@beaver.ab.ca

2.2 In the event of a dispute or issue about whether or not a tender complies with the Instructions to Tenderers, Beaver County reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute an admission by Beaver County as to the compliance, or not, of the subject tender.

2.3 Faxed tenders will not be accepted and will be returned to the Tenderer.

2.4 To comply with Alberta Health Service – Social Distancing Protocols the tender opening will be **closed to public attendance**. A summary of the opening will be provided via email asap to all submitted tenderers and will be provided upon request to the general public.

3. TENDER FORM

3.1 Each Tenderer shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be written in words as well as figures, and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the “Tender Sum”). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.

- 3.2** Notwithstanding the foregoing, Beaver County shall be entitled to accept a Tender in such form as Beaver County in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial or substantial nature, or whether the Tender is noncompliant in a trivial or substantial manner.
- 3.3** Beaver County shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies between words and figures will be resolved in favour of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender Closing submission.
- 3.4** Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and actually received by the Chief Administrative Officer of Beaver County prior to the Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the address for Beaver County in the Invitation to Tender within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

4. THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 4.1** All documents submitted to Beaver County will be subject to the protection and disclosure provisions of Alberta's *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in Beaver County's custody or control. It also prohibits Beaver County from disclosing the Tenderer's personal or business information where disclosure would be harmful to the Tenderer's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, Beaver County cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under FOIP.

5. TENDER DOCUMENTS

5.1 The documents for the Tender are:

- Invitation to Tender
- Instructions to Tenderers
- Tender Form
- Tender Form Appendix A

(hereinafter collectively referred to as the “Tender Documents”)

By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

6. VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS

6.1 The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to Beaver County at least 10 calendar days prior to the Tender Closing. Where necessary Beaver County shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.

6.2 Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 10 calendar days prior to the Tender Closing, Beaver County shall be the sole judge as to the intent of the Tender Documents.

6.3 No implied obligation of any kind by or on behalf of Beaver County shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by Beaver County, are and shall be the only covenants and agreements that apply.

6.4 Without limiting the generality of Article 6.3, the Tender Documents supersede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

7. ADDENDA

7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Tenderer, and the cost for doing the work therein shall be included in the Tender Sum. Verbal representations shall not be binding on Beaver County nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to the person identified in Article 2.1 of the Instructions to Tenderers.

8. TENDER

8.1 Tenderers submitting Tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them.

They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.

8.2 Each Tenderer shall review the Tender Documents provided by Beaver County and confirm that it is in possession of a full set of Tender Documents when preparing its Tender.

8.3 Tenders shall be properly executed in full compliance with the following requirements:

8.3.1 The signatures of persons executing the Tender must be in their respective handwriting; and

8.3.2 If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;

8.3.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;

8.3.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or

8.3.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.

8.3.6 If the Tender is in the name of a joint venture, then all parties to the joint venture must execute the Tender in compliance with Article 8.3.2. herein before.

8.4 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Agreement on behalf of their principals. The execution of the Agreement will bind the principals and have the same effect as if it were duly signed by the principals.

9. TENDER DEPOSIT

9.1 Not Applicable

10. PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

10.1 Not Applicable

11. INSURANCE

11.1 Not Applicable

12. COMMENCEMENT AND COMPLETION OF WORK

- 12.1 The Successful Tenderer shall commence the Work within 10 working days after receipt of the Letter of Intent from Beaver County. The time period for the performance of the Work will be as set out in the Agreement.

13. SITE CONDITIONS

- 13.1 Not Applicable

14. PRIME COST AND CONTINGENCY SUMS

- 14.1 The Tenderer shall include in its Tender Sum any prime cost sums or contingency sums. The Goods and Services Tax shall be shown as a separate amount.

15. PERMITS AND INSPECTIONS

- 15.1 The Tenderer shall include in its Tender Sum the cost of permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Work in accordance with the Agreement.

16. SUCCESSFUL TENDERER

- 16.1 Award of Agreement by Beaver County occurs once the Tenderer receives a Letter of Intent duly executed by **Dan Blackie** of Beaver County after he has been duly and legally authorized by Beaver County to send such Letter of Intent.
- 16.2 Within 10 working days of receipt of the Agreement from Beaver County, the Successful Tenderer shall duly execute the Agreement and return the Agreement to Beaver County.
- 16.3 No work shall be performed until the Agreement has been executed by both parties thereto, and the liability insurance as required by the Agreement has been accepted and filed with Beaver County.

17. TENDER EVALUATION CRITERIA

- 17.1 Each Tender will be evaluated on the basis of the criteria listed below and Beaver County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Tender, the Tenderer acknowledges and agrees that Beaver County has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 17.2 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of Beaver County to award points in respect of the criteria noted below. The criteria and the maximum number of points for each criteria are as follows:
- **PRICING:** **20 points**
The overall price for each unit including future buy back or trade in provisions shall be considered by the County. The price for Trade In or Purchase of current units owned by Beaver County will also be considered in the rating of points.

The Tenderer shall submit pricing for each unit and shall also include any guaranteed buy back provision, trade in provision, or similar such provision(s).

The Tenderer may submit Trade In or Purchase Price for the units currently owned by Beaver County, namely:

2016 John Deere 872G Motor Grader – Serial Number 1DW872GXHFD672882, with Brandt mastless wing (list as option), no front attachments, current hours 5400

2016 John Deere 872G Motor Grader – Serial Number 1DW872GXCFD672903, with Brandt mastless wing (list as option), no front attachments, current hours 6121

- **PRIOR EXPERIENCE WITH MANUFACTURER:** **20 points**
The County's prior experience with the manufacturer will be considered. The bidder is to provide the names of 3 references which will be considered by the County. As part of the tender, the bidder will provide information in relation to the number of units sold, which are the same as required by this tender, along with any and all information, including statistics, about the performance of the unit in the field, warranty claims made on the unit by customers, and the results of any customer satisfaction surveys in respect of the unit.
 - **PROPOSED WARRANTY, PARTS SUPPLY, SERVICE DELIVERY AND SUPPORT:** **20 points**
The following factors will be considered by the County: proposed product support, proposed warranty provisions, provision of replacement graders when warranty work is required, service delivery and location of service delivery.
 - **QUALITY OF TENDER SUBMISSION:** **20 points**
The County will consider the quality and thoroughness of the tender submission and whether the submission meets all specifications required. The County may consider the quality of the grader and may use whatever means available to determine quality including site inspections or field tests of the grader.
 - **OPERATOR PREFERENCE:** **20 points**
The County will consider the preference of the designated operator(s). The County may consider the quality of the grader and may use whatever means available to determine quality including site inspections or field tests of the grader.
- TOTAL POINTS AVAILABLE** **100 points**

18. WORKERS' COMPENSATION

18.1 Not Applicable

19. REGISTRATION

19.1 Prior to commencing the Work, the Successful Tenderer shall obtain all authorizations required by the laws of the Province of Alberta and of the Country of Canada enabling it to carry on business to complete the Work required under the Agreement. Failure to be properly authorized shall entitle Beaver County to forthwith terminate the Agreement without compensation.

20. TENDERS EXCEEDING BUDGET

- 20.1** In addition to the rights contained within Article 20 herein, if the Tender Sum of every Tenderer exceeds the amount Beaver County has budgeted for the Work, Beaver County may reject all Tenders or attempt to negotiate a lower price with the Tenderer who, in the sole and unfettered discretion of Beaver County, has submitted the most advantageous Tender.
- 20.2** Each Tenderer acknowledges and agrees that Beaver County has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to Beaver County, that Beaver County has no obligation to disclose such criteria nor employ the criteria listed outlined in Article 17 Tender Evaluation Criteria.
- 20.3** By submitting its Tender, each Tenderer waives its right to contest in any action, application, case or legal proceeding in any court, the decision which Beaver County may pursue under Article 20.1 and 20.2 herein.
- 20.4** If the Tender Sum of every Tenderer exceeds the amount budgeted for the Work and Beaver County negotiates with the Tenderer who has submitted the Tender considered most advantageous to Beaver County:
- 20.4.1** All statements made by either side in the course of negotiation are without prejudice and confidential;
 - 20.4.2** In particular, Beaver County's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and
 - 20.4.3** Beaver County will not attempt to obtain a lower price for the same work that the Tenderer originally bid on, but may attempt to obtain a lower price for an altered scope of work. In no event will Beaver County be obliged to disclose the amount budgeted for the Work.

21. CERTIFICATE OF RECOGNITION ("C.O.R.") SAFETY PROGRAM REQUIREMENT

21.1 Not Applicable

22. AGREEMENT ON INTERNAL TRADE AND TRADE, INVESTMENT AND LABOUR MOBILITY AGREEMENT

22.1 The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, ("AIT") and the Trade, Investment and Labour Mobility Agreement ("TILMA") apply to this Tender.

23. ACCEPTANCE OR REJECTION OF TENDERS

- 23.1** As it is the purpose of Beaver County to obtain the Tender most suitable and most advantageous to the interests of Beaver County, notwithstanding anything else contained within the Tender Documents, Beaver County reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which
- a) is incomplete, obscure, irregular or unrealistic;

- b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
- c) has erasures or corrections;
- d) omits a price on any one or more items in the Tender;
- e) fails to complete the information required in the Tender;

may at Beaver County's sole and unfettered discretion be rejected or accepted. Further, a Tender may be rejected or accepted on the basis of Beaver County's unfettered assessment of its best interest, which includes Beaver County's unfettered assessment as to a Tenderer's past work performance for Beaver County or for anyone else or as to a Tenderer's financial capabilities, completion schedule, or ability to perform the Work, or Beaver County's desire to reduce the number of different contractors on the location of the Work at any given time. Beaver County reserves the right to negotiate after Tender Closing time with the Tenderer that Beaver County deems has provided the most advantageous Tender; in no event will Beaver County be required to offer any modified terms to any other Tenderer prior to entering into a Agreement with the successful Tenderer and Beaver County shall incur no liability to any other Tenderers as a result of such negotiation or modification.

24. LAW AND FORUM OF TENDER

24.1 The law to be applied in respect of the Tender Documents and the Agreement shall be the law of the Province of Alberta and all civil actions commenced in relation to the Tender Documents or Agreement shall be adjudicated by the Courts of the Province of Alberta and by submitting Tenders, Tenderers are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

25. ACCEPTANCE PERIOD

25.1 The Tender shall be irrevocable and open for acceptance by Beaver County for the period of time contained in the Invitation to Tender, namely, ninety (90) days following the end of the day of the Tender Closing.

APPENDIX A

MINIMUM SPECIFICATIONS

1. GRADER SPECIFICATIONS

Tenderers to submit specifications based on the specifications herein with only one variable: Tenderers are asked to submit proposals for AWD motor graders.

- Diesel Engine - minimum of 250hp
- Engine size, make and model
- Minimum operating weight 17,000 kgs (without snow or ripper equipment)
- 16' moldboard standard punch (3/4" bolt holes)
- All wheel drive
- Four-wheel service brakes with power assist, air or booster pots.
- Tire size 17.5 X 25 - 12 ply radial tubeless
 - X Snowplus M & S Michelins
- Removable Fenders - Specify Type
- Full vision R.O.P.S. cab with safety tinted glass plate and pressurized cab for winter use.
- Windshield wiper both front and rear, complete with washers, HD arms
- Articulated frame
- Heavy duty defroster fan front and rear
- Fan heater
- Dry type two stage air cleaner
- Air intake type with valve for summer and winter operation including turbo two pre-cleaner or equivalent
- 90 Imperial gallon fuel tank
- Engine hood side doors and skirts
- High output charging alternator system
- Two mirrors and inside mirror
- Air Ride seat with arm rest and heavy duty upholstery, and seat belts
- Block heater
- Factory installed air conditioner
- Power shift transmission
- Hydraulic controls and valves to operate snow plow and snow wing
- Hydraulic hoses extended to wing and plow for hook up
- Visible and audible warning system for engine oil pressure
- Full instrumentation including all of the following: fuel gauge, oil pressure gauges, temperature gauge, etc.
- Backup alarm system
- Differential lock
- Lighting System to include: Rotating type beacon, roof mounted, three way turn signals and clearance lights
- Four front halogen with dimmer switch
- Five extra floodlights - 2 moldboard, 2 wing, 1 backup (flood lights)
- 1 parts manuals, 2 operator manuals, 1 service manual
- Custom built in AM/FM radio

2. WARRANTY SPECIFICATIONS

Tenderer asked to submit all warranty information which applies to their offer, including the supply of CD manuals, hard copies of manuals of operation, with each item where applicable. Warranty service and repair is to be freight costs Free On Board (FOB) Destination at Ryley, Alberta. Warranty specifications must address when and under what conditions a replacement grader is to be provided, or whether penalties or rent may be charged back to the vendor if a replacement is not provided.

3. DELIVERY

All units to be delivered to Beaver County's Public Works Yard located in Ryley Alberta. All units to be delivered by **September 30, 2020**. Penalties for late delivery will be in effect and will be negotiated with successful proponent at time of signing the contract. All units purchased to be freight costs Free On Board (FOB) Destination at Ryley, Alberta.

**APPENDIX B
COMPANY
REFERENCES**

Reference #1

Company:		Location	
Contact Name:		Telephone	
Type of Services provided:			
Years that services were provided			

Reference #2

Company		Location	
Contact Name		Telephone	
Type of Services provided			
Years that services were provided			

Reference #3

Company		Location	
Contact Name		Telephone	
Type of Services provided			
Years that services were provided			