



THE CORPORATION OF CHAMPLAIN TOWNSHIP

QUOTATION FOR

RENTAL OF TRACTOR

NO.: PWQ2019-02

CLOSING AT 3:00 P.M., TUESDAY, APRIL 23rd, 2019

Received at the:

**Champlain Township Administrative Office
Public Works Department
948 Pleasant Corner Road East
Vankleek Hill ON K0B 1R0**

TABLE OF CONTENTS

1. Instruction to Bidders	
1.1 Invitation.....	Page 3
1.2 Queries / Addenda.....	Pages 3-4
1.3 Condition of Submission.....	Pages 4-5
1.4 Bid Submission.....	Page 5
1.5 Offer Acceptance or Rejection.....	Pages 5-6
1.6 Security Deposit.....	Page 6
2. Quotation Forms and Statement by Bidder	
2.1 Official Bidding Form – Rental of Tractor (1 of 3).....	Page 7
2.2 Bidder Information Form (2 of 3).....	Page 8
2.3 Statement by Bidder (3 of 3).....	Page 9
3. General Conditions	
3.1 Definition of Authority.....	Page 10
3.2 Payments to Contractors.....	Page 10
3.3 Conditions of Rental Agreement.....	Page 10
3.3 Liability Insurance.....	Page 11
4. Appendixes	
4.1 Appendix A - Bid Label and Instructions.....	Page 12



The Corporation of Champlain Township

Public Works Department
948 Pleasant Corner Road East, Vankleek Hill ON K0B 1R0
Tel: (613) 678-2125
Fax : (613) 678-3363

Quotation No: PWQ2019-03

Description: Quotation for Rental of Tractor

Date Issued: April 1st, 2019

Closing Date/Time: Tuesday, April 23rd, 2019 before 3 P.M.

1. INSTRUCTIONS TO BIDDERS

1.1 Invitation

- a) The Public Works Department of Champlain Township is giving the opportunity to Contractors to submit prices for the rental of a tractor as specified in this Quotation document.

1.2 Queries / Addenda

- a) All queries regarding all aspects of this Quotation shall be addressed to the **Contracting Authority** below:

James McMahon
Director of Public Works
The Corporation of Champlain Township
948 Pleasant Corner Road East, Vankleek Hill ON K0B 1R0
Tel.: (613) 678-2125
Fax.: (613) 678-3363
E-mail: james.mcmahon@champlain.ca

- b) Inquiries must be received in writing (by e-mail) no later than seventy two (72) hours before date set for receipt of Bids in order to ensure adequate time remains to issue any required addenda. Addenda may be issued during bidding period. All addenda become part of the Quotation documents.
- c) Respondents are advised that all communications with the Township of Champlain related to this Quotation during the bidding process must be made directly and only with the **Contracting Authority**.
- d) The **Contracting Authority** will only make official modifications to the Quotation process, or to the actual "Terms of Reference" through official addendum issue. Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.
- e) No Officer, Agent or Employee of the Township of Champlain is authorized to alter orally any of this Quotation document. If it becomes necessary to revise, delete, substitute or add to any part of the Quotation document, a written addendum will be

issued. The Bidder must acknowledge reception of any addendum on the Bidding Forms of this Quotation document.

- f) The Bidder must acknowledge reception of any addendum on the Bidding Forms of this Quotation document.

1.3 Condition of Submission

- a) Sealed Bids must be submitted on the enclosed form(s) of this Quotation document and must be returned to the

**Township of Champlain Administrative Office
Public Works Department
948 Pleasant Corner Road East
Vankleek Hill ON K0B 1R0**

no later than **3:00 p.m. local time, on Tuesday, April 23rd, 2019** in a sealed envelope clearly identified as to contents with the Bid Label located in Appendix "B" at the end of this document. **(PLEASE USE LABEL AT END OF DOCUMENT.)**

- b) Sealed Quotation envelope shall include any and all addenda issued by the Township of Champlain, each duly signed by the Bidder.
- c) **Form 1 – Statement by Bidder** included in this Quotation document must be signed, sealed or witnessed and submitted with the Bid; otherwise the Bid will be rejected.
- d) Quotations will be opened in public immediately following Quotation closing.
- e) Offers submitted after the above time shall be returned to Bidder unopened.
- f) Offers sent by mail, fax or email shall be returned to Bidder unopened.
- g) The Quotation must be legible and all items must be bid with the unit prices for every item and other entries being fully clear. Quotations which are incomplete, unbalanced, conditional or obscure, or which contain erasures or alterations not properly initialled, or irregularities of any kind, may be rejected as informal or void.
- h) The Bid must not be restricted by a statement added to the Quotation Forms or a covering letter, or alterations to the Quotation Form provided by the Township of Champlain.
- i) Adjustments by email or letter to a Quotation already submitted will not be considered. A Bidder desiring to make adjustments to a Quotation must withdraw the Quotation and/or supersede it with a later Quotation submission.
- j) Quotations must be submitted on the Quotation forms supplied and must be properly signed and witnessed, or signed and sealed if the Bidder is a Corporation. If a joint Bid is submitted, it must be signed and witnessed on behalf of each of the Bidders and if the signing authority for each Bidder is vested in one individual, he shall sign separately on behalf of each Bidder.

- k) Bidders must satisfy themselves by personal examination of the sites and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

1.4 Bid Submission

- a) Bidders shall be solely responsible for delivery of their Bids in manner and time prescribed.
- b) Submit one copy of executed offer on the Bidding Forms provided, signed and with corporate seal together with required security.
- c) Apply provided label to a large envelope and insert the following obligatory documents:
 - i) Quotation Form (1 of 3) – Bidding Form for the rental of a tractor
 - ii) Quotation Form (2 of 3) – Bidder Information Form
 - iii) Quotation Form (3 of 3) – Statement by Bidder
 - iv) Certificate of Insurance
- d) Improperly completed information and missing documents mentioned above may at discretion of Owner, be declared informal.
- e) Quotation prices are to be in Canadian funds and are to be exclusive of HST, which is to be added and shown separately, as applicable, on the form supplied.
- f) The Township of Champlain reserves the right to abandon, change or include all or any part of the work locations. Due to budget changes or restrictions, the Owner, or his Representative, without invalidating the Contract, may make changes by altering, adding to or deducting from the Work. In the case, of a reduction or alteration of the Work no compensation shall be made for profit or administrative fees to the Contractor.

1.5 Offer Acceptance or Rejection

- a) The award of this Contract is subject to the approval of The Corporation of Champlain Township. The Township reserves the right to reject the Quotation of any Bidder who does not furnish evidence of sufficient capital, plant, and experience to successfully execute the work in the specified time should such evidence be requested. The Township does not guarantee quantities and reserve the right to cancel any project due to budget restrictions.
- b) Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at discretion of the Owner, be declared informal.
- c) Bids completed in pencil will be rejected.
- d) Bids with Bidding forms and enclosures which are improperly prepared may at the discretion of Owner, be declared informal.

- e) Bids that fail to include security deposit, bonding or insurance requirements may at discretion of Owner, be declared informal.
- f) The Bidder acknowledges that the Owner shall have the right to reject any, or all, Quotations for any reason, or to accept any Quotation which the Owner in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Quotation will not necessarily be accepted and the Owner shall have the unfettered right to:
 - (i) Accept a non-compliant Quotation;
 - (ii) Accept a Quotation which is not the lowest Quotation;
 - (iii) Reject a Quotation that is the lowest Quotation even if it is the only Quotation received.
- g) The Owner reserves the right to consider, during the evaluation of Quotations;
 - (i) information provided in the Quotation document itself;
 - (ii) information provided in response to enquiries of credit and industry references set out in the Quotation;
 - (iii) information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Quotation in relation to the reputation, reliability, past working experience, and/or with the Township and other municipalities and capabilities of the Bidder;
 - (iv) the manner in which the Bidder provides services to others;
 - (v) the experience and qualification of the Bidder's senior management, and project management;
 - (vi) the compliance of the Bidder with the Owner's requirements and specifications;
 - (vii) innovative approaches proposed by the Bidder in the Quotation; and,
 - (viii) the Owner's policies relating to quotations and issuing contracts to third parties.
- h) The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a Quotation, the Bidder acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Quotation submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.
- i) This Request for Quotation follows all terms and conditions as per The Corporation Procurement Policy (By-law no. 2009-049). For reference, the procurement policy is available by contacting the Public Works Department at (613) 678-2125.
- j) Bids shall remain valid and open for acceptance by the Township for a period of ninety (90) calendar days, following the due date for receipt of Bids.

1.6 Security Deposit

a) No bid cheque or performance bond will be required.

2. QUOTATION FORM AND STATEMENT BY BIDDER

2.1 Official Bidding Form – Rental of Tractor (1 of 3)

The Public Works Department of the Township of Champlain wishes to rent the following equipment:

Equipment to Rent: Tractor (minimum 90 hp) with right exterior wheels, width between 43" minimum and 45" maximum from the center of tractor and left exterior wheels width between 50" minimum and 55" maximum from the center of tractor.

- 4 Wheel Drive (not optional)
- Cab with air conditioning (not optional)
- Flasher (amber)

Rental Period: June 2019 to October 2019 for periods of three (3) weeks at any specified time (estimated 300 to 350 hours)

Payment Basis: Hourly (based on the hour meter)

Details: This tractor will be used for roadside grass mowing throughout the Township. A hydraulic disc mower will be attached to the rented tractor. This tractor will be operated by the same municipal employee for the duration of the rental period.

Official Quotation Form – PWQ2019-02 Rental of Tractor	
Name of Owner/Dealership	
Address of Owner/Dealership	
Year/Make/Model	
Horsepower of Tractor	
Hourly Rate	\$ _____ / hour (before taxes) Taxes applicable: HST <input type="checkbox"/>
The Township reserves the right to reject all quotations or not to necessarily accept the lowest bidder.	
_____	_____
Date	Signature of Contractor

2.2 Bidder Information Form (2 of 3)

BIDDER INFORMATION FORM

Quotation No: PWQ2019-02
Description: Quotation for Rental of Tractor
Date Issued: April 1st, 2019
Closing Date/Time: Tuesday, April 23rd, 2019 before 3 p.m.

BIDDER: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

FAX #: _____

WSIB #: _____

We, the undersigned, agree (*upon acceptance by the Township of Champlain*) to fulfill the contract requirements in accordance with Quotation document PWQ2019-02, Quotation for Rental of Tractor.

Dated at _____ this _____ day of _____ 2019.

NAME (print)

SIGNATURE

WITNESS (print)

SIGNATURE

(*AFFIX SEAL HERE*) **COMPANY:** _____

SIGNATURE: _____

TITLE: _____

DATE: _____

2.3 Statement by Bidder (3 of 3)

STATEMENT BY BIDDER

**La Corporation du Canton de
Champlain**

**The Corporation of Champlain
Township**

DÉCLARATION DU SOUMISSIONNAIRE

STATEMENT BY BIDDER

TITRE DU DOCUMENT DE SOUMISSION / *BID DOCUMENT NAME*: **Quotation for Rental of Tractor**

NUMÉRO DU DOCUMENT DE SOUMISSION (LE CAS ÉCHÉANT) / *BID DOCUMENT NUMBER (IF APPLICABLE)* : **PWQ2019-02**

1. J'ai (nous avons) examiné toutes les conditions indiquées dans les formules comprises dans le présent dossier de soumission et de la politique d'approvisionnement du canton de Champlain (*Règlement n° 2009-049*). / *I/We have reviewed all terms and conditions of all forms included as part of this Bid package and in the Champlain Township's Procurement Policy (By-law no. 2009-049).*
2. J'ai (nous avons) lu toutes les conditions indiquées dans les formules comprises dans le présent dossier de soumission ainsi que dans la politique d'approvisionnement du Canton (*Règlement n° 2009-049*) et j'en comprends (nous en comprenons) le sens. / *I/We have read and understand all terms and conditions of all forms included as part of this Bid package as well as in the Township's Procurement Policy (By-law no. 2009-049).*
3. Je m'engage (nous nous engageons), si notre soumission est acceptée, à satisfaire à toutes les exigences fixées à l'égard du soumissionnaire titulaire et décrites dans les formules de soumission ainsi que dans la politique d'approvisionnement du Canton (*Règlement n° 2009-049*), dans le délai prescrit et selon le format exigé. / *I/We understand that if our Bid is chosen, all requirements of the successful Bidder as outlined in this Bidding forms as well as in the Township's Procurement Policy (By-law no. 2009-049) will be completed by the time and in the format required.*

Fait à / *Dated at* _____ ce / *this* _____ jour de / *day of* _____ 2019.

Témoin / *Witness*

3. GENERAL CONDITIONS

3.1 Definition of Authority

- a) Wherever the word "Township", "Corporation", "Public Works" or "Owner" appears in this Contract, it shall be interpreted as meaning the "Department of Public Works of the Corporation of Champlain Township."

3.2 Payments to Contractors

The Owner will make payments to the Contractor as follows:

- a) **Payment will be made 30 days after receiving the hours invoiced as per the hours meter on the unit.**

3.3 Conditions of Rental Agreement

a) Service and Maintenance

The Township of Champlain shall be responsible for routine service and maintenance as defined below:

- Daily fluid level checks;
- Minor maintenance items such as tire pressure, and adjustments;
- Regular and routine cleaning of the equipment.

b) Damage or Loss:

- The Township shall be responsible for all damage to the equipment caused by abuse, misuse, vandalism, mishap, accident, or force majeure while in the renters care (caused due to the actual physical hitting of an object with the tractor during roadside mowing operation).
- The Township shall not be responsible for repairs or maintenance to the tractor due to age or poor maintenance history (i.e. transmission replacement), etc.
- The tractor will be inspected before each period of rental by a public works employee and the Director of Public Works. The owner of the tractor may be present at the time of inspection and if there are any problems with the tractor, both parties will make note of such at this time.
- Any claims by the owner for repairs shall be investigated by both parties and reviewed to determine appropriate and warranted repairs.

c) Delivery/Return of Equipment:

- Transportation for each rental period, to and from the Municipal Garage at 1023 Pleasant Corner Road East, must be made by the owner of the tractor at no extra cost to the Township.

3.4 Liability Insurance

- a) The Township shall ensure insurance coverage for equipment rental under its policy.
- b) Notwithstanding the provisions of this Contract and in addition hereto, the Contractor shall provide and maintain at his own expense a policy of insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire period of the Contract.
- c) **The Quotation submission shall include a certificate of insurance to produce evidence satisfactory to the Township. The policy must contain:**

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the supplier while carrying out the work associated with the Quotation. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the Township of Champlain, as Additional Insured with respect to the operations of the supplier. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The supplier shall indemnify and hold the Township of Champlain harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the supplier, their officers, employees or other persons for whom they are legally responsible.

The above noted policies shall not be cancelled, altered or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the change or cancellation.

4. APPENDIX

4.1 Appendix A - Bid Label and Instructions

✂ ✂	✂ ✂
Compagnie/Company _____ _____	FERMETURE / CLOSING: Mardi le 23 avril, 2019 à 15 h Tuesday, April 23 rd , 2019 at 3:00 P.M.
SOUSSION – NE PAS OUVRIR / QUOTATION – DO NOT OPEN	
Retourner à / Return to:	Township of Champlain Administrative Office Public Works Department 948 Pleasant Corner Road East Vankleek Hill ON K0B 1R0
Description:	QUOTATION FOR RENTAL OF TRACTOR - PWQ2019-02 Service des travaux publics / Public Works Department
Check List:	Mandatory documents to be submitted: <input type="checkbox"/> Quotation Form (1 of 3) – Bidding Form for Rental of Tractor <input type="checkbox"/> Quotation Form (2 of 3) – Bidder Information Form <input type="checkbox"/> Quotation Form (3 of 3) – Statement by Bidder <input type="checkbox"/> Certificate of Insurance
✂ ✂	✂ ✂

INSTRUCTIONS:

The Bidder is to clearly identify its name and address on the reserved section titled “**Compagnie /Company**”.

The Bidder is to affix this label in a visible manner on top of a **SEALED** package containing all the required documents.