

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**TENDER FOR NEW 2010 FORD ESCAPE  
GAS/ELECTRIC HYBRID  
FOR PUBLIC WORKS DEPARTMENT**

**TENDER NUMBER 2010-T-14**

**ISSUE DATE: THURSDAY MARCH 11, 2010**

**CLOSING LOCATION:**

**OFFICE OF THE REGIONAL CLERK  
THE REGIONAL MUNICIPALITY OF NIAGARA  
2201 ST. DAVID'S ROAD  
THOROLD, ONTARIO, L2V 4T7**

**CLOSING DATE AND TIME:**

**TUESDAY, MARCH 30, 2010**

**2:00 P.M. THOROLD TIME**

**BID IRREGULARITIES  
 RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS**

	<u><b>IRREGULARITY</b></u>	<u><b>RESPONSE</b></u>
1.	Late Bids	Automatic rejection. Returned unopened to the bidder.
2.	Unsealed Envelopes	Automatic rejection
3.	<b>Insufficient Financial Security</b>	
	A) No bid deposit, uncertified cheque , or financial security not an original (e.g. a photocopy or a facsimile of a financial security)	Automatic Rejection
	B) Amount of Financial Security is insufficient:	Automatic Rejection
	i. Amount of Security is expressed as a percentage of the total bid sum	Automatic rejection, unless in the opinion of Purchasing Services and Legal Services, the insufficiency in the financial security is de minimus (trivial or insignificant).
	ii. Amount of Security is expressed as a dollar figure	Automatic Rejection
	C) Name, or signature of Supplier, or <i>bonding company</i> are <i>missing or incomplete</i>	Automatic rejection
	D) Failure to provide a letter of agreement to bond (if required)	Automatic rejection
4.	<b>Bid Document – execution</b>	
	A) Bids completed in erasable medium	Automatic rejection
	B) Signature of representative authorized to bind the Supplier missing or incomplete on the Bid Document	Two (2) working days * to correct, otherwise automatic rejection
	C) Form of Proposal missing or incomplete	Two (2) working days * to correct, otherwise automatic rejection
	D) Form of Tender missing or incomplete	Automatic rejection
	E) Signature of witness, if required, missing or incomplete	Two (2) working days * to correct, otherwise automatic rejection
	F) Date of Bid missing or incomplete	Two (2) working days * to correct, otherwise automatic rejection
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting (not initialed), or other minor errors.	Two (2) working days * to confirm Bid to the satisfaction of Purchasing Services
6.	Document, in which all necessary Addenda have not been acknowledged.	Two (2) working days* to confirm Bid to the satisfaction of Purchasing Services

	<b>IRREGULARITY</b>	<b>RESPONSE</b>
7.	Failure to attend mandatory site visit (if required).	Automatic rejection
8.	Bid received on documents other than those provided in the Bid Solicitation	Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.	Automatic rejection unless, in the opinion of Purchasing Services and Legal Services, the incomplete nature is trivial or insignificant.
10	Mathematical errors	Two (2) working days * to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.
11	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection
12	Bids containing minor obvious clerical errors.	Two (2) working days * to confirm Bid to the satisfaction of Purchasing Services.
13	Any other irregularities	The Director of Legal Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days to initial such other irregularities considered to be minor.
*Where "working days" specified, this is from the hour the Bidder is notified by Corporation staff of the irregularity		

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**(ALL BEING PART OF THIS TENDER)**

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**1. General Description**

This Tender provides for the supply & delivery of three (3) Ford Escape Gas/Electric Hybrid for The Regional Municipality of Niagara (Region), as detailed herein.

**2. Date and Place for Receiving Tenders**

All submissions must be sealed and be received by the office of the Regional Clerk, The Regional Municipality of Niagara, Campbell West Building, 2201 St. David's Road, Thorold, Ontario no later than 2 p.m. local time, ***Tuesday, March 30, 2010.***

Submissions received after this deadline will not be accepted and will be returned unopened to the bidder. Please note that bidders are solely responsible to ensure that their submissions are received by the office of the Regional Clerk on or before the deadline. The Regional Clerk will not accept any submission after this deadline notwithstanding the reason for its late receipt.

Please also note that, in the event of any question regarding the timely receipt of any submission, the time on the clock designated by the Regional Clerk will absolutely prevail over any other time piece regardless of any discrepancies between the time on the Regional Clerk's designated clock and actual time.

Bids will be opened at a public meeting at 2:15 p.m. local time, ***Tuesday, March 30, 2010.***

**3. Form of Tender**

Tenders must be submitted on the attached "Form of Tender" and enclosed in an envelope addressed to the Regional Clerk at the address noted above, which clearly identifies the document(s) enclosed as a Tender, gives note of the Tender number and the name and address of the Bidder.

For your convenience a Regional reply envelope is enclosed which is readily recognized by Regional employees. The Region bears no responsibility for any Tender(s) which are lost, misplaced or are not considered as a result of failure to use this envelope.

All unit prices must be clearly indicated and all extensions and lump sum prices written in figures. The bid must not be restricted by a statement added to the Tender Form or by a covering letter, or by alterations to the Tender form as supplied, unless otherwise provided herein. Bidders will be allowed to attach descriptive literature for the sole purpose of amplifying the bid. Adjustments by fax or letter to a Tender already submitted will not be considered. The Tender Form must be properly completed and witnessed in the spaces provided on the Form and signed by the bidder or responsible official of the firm bidding. If a joint bid is submitted, it **MUST** be signed, addressed and witnessed on behalf of each bidder.

**4. Confidentiality**

The bid must not be restricted by any statement, covering letter or alteration by the bidder in respect of confidential or proprietary information. The Region will treat all bids as confidential. The Region will comply *with the Municipal Freedom of Information and Protection of Privacy Act*, and its retention by-law pursuant to the *Municipal Act*, in respect of all bids. All Public Reports approved by the Council of the Region will become public information. Such Public Reports will not include bid documents. The Region will not return or destroy all copies of any unsuccessful bid.

**5. Clarification**

It will be the bidder's responsibility to clarify any details in question before submitting a bid. All official correspondence in regard to the specifications should be directed to and will be issued by Bob Pysher, Purchasing Agent, Telephone 905-984-3657, Fax 905-682-8521, the Purchasing Office of the Regional Municipality of Niagara, 2201 St. David's Road, Thorold, Ontario. When possible, all inquiries should be e-mailed to [bob.pysher@niagararegion.ca](mailto:bob.pysher@niagararegion.ca). The Regional Municipality of Niagara bears no responsibility for any oral communication, instruction or suggestions.

**6. Announcement**

No award is made until a report is prepared for and approved by the council for The Regional Municipality of Niagara.

**7. Error and Correction**

The Regional Municipality of Niagara reserves the right in its total discretion to make all necessary corrections to any Tender which contains mathematical errors and may refer to the unit price in making such corrections.

**8. Withdrawal of Tender**

A Tender may be withdrawn unopened after it has been deposited, if such request is received in writing by the Clerk prior to the time specified for the opening of Tenders.

**9. Disqualification of Bidders**

If more than one Tender is received from an individual, firm, partnership, corporation or association under the same or different names all such Tenders will be rejected. Any evidence of collusion between bidders will be sufficient to reject all Tenders so affected.

**10. Billing**

All invoicing to be addressed to The Regional Municipality of Niagara, P.O. Box 1042, 2201 St. David's Road, Thorold, Ontario, L2V 4T7.

**11. Sub Contract**

The successful bidder will not make any assignment or any sub contract for any product to be supplied under this contract. The successful bidder must be an authorized automobile dealer registered with the Ontario Motor Vehicle Industry Council. Bidders must provide their OMVIC Dealer Registration Number in the space provided on the Form of Tender.

**12. Trade-in**

There will be no trade-in unit offered against the vehicles on this Tender.

**13. Intent of Specifications**

It is the intent of the attached specifications to describe specific details of vehicles required against this Tender. It is the responsibility of the successful bidder to supply any equipment not described in the specifications but necessary for the satisfactory operation of the unit. The Vehicles shall be delivered with all accessories mounted and operating.

**14. Descriptive Literature**

Complete descriptive literature covering the unit bid shall be submitted with the Form of Tender.

**15. Hold Back**

Pending full and satisfactory supply of all items described in this Tender, a hold back of the value of said deficiencies will be exercised.

**16. Pricing**

All prices tendered are to be in Canadian Funds.

**17. F.O.B.**

The unit is to be F.O.B. delivered, our location, Thorold.

**18. Specification/Confirmation Pages**

The attached specification/confirmation pages form part of this tender and must be completed and returned with the Form of Tender. Where capacities, ratings, dimensions, etc. are requested, bidders must provide appropriate specific information. In all other areas, bidders MUST CONFIRM YES OR NO.

**19. Alterations & Deletions to Specifications**

The Regional Municipality of Niagara reserves the right to insist on vehicles being equipped as specified. Any alterations or deletions to the specifications as provided will be costed and added to the bid prices prior to ranking.

**20. Manuals**

Operators manuals shall be supplied, one (1) per vehicle, at no additional cost to the vehicles price bid.

**21. Delivery**

Delivery dates and manufacturer's order cut off dates must be stated on the Form of Tender.

**22. Options (If Applicable)**

Complete applicable blanks on the Form of Tender, detailing cost of options. The Regional Municipality of Niagara reserves the right to accept or reject any option. All options are to include installation.

**23. Warranty**

Bidders must submit a copy of the manufacturer's standard warranty for the Vehicles tendered, with the completed specification/confirmation pages and Form of Tender.

**24. Firm Prices**

Prices tendered are to remain firm for acceptance for a period of sixty (60) days after closing date.

**25. Sales Taxes**

All Tenders will show Fuel Conservation Tax (if applicable), Air Conditioning Tax (if applicable), Goods & Services Tax and Provincial Sales Tax separately in spaces provided on the Form of Tender.

**26. Acceptance or Rejection of Tenders**

The Regional Municipality of Niagara reserves the right in its total discretion to accept or reject any Tender, for any item, for any reason whatever and to accept or reject any bid if considered in its best interest, and to award by item to one or more bidders. The lowest or any Tender will not necessarily be accepted.

**27. Payment Terms**

The Region of Niagara's normal payment terms is Net 30 days after receipt of the invoice. Bidders may offer discounts for prompt payment. Discounts will be considered in the evaluation process. Show discounts on the Form of Tender in the appropriate area.

**28. Failure to Perform**

Failure to comply with all the terms and conditions of this Tender, and failure to supply all documentation as required herein within the specified time period, shall be just cause for cancellation of the award. The Region shall then have the right to award to any other bidder, or to re-tender.

**29. Vendor Performance**

The Corporation may, in its sole discretion, reject a Bid if a bidder:

- (i) has, at any time, threatened, commenced or engaged in legal claims or litigation against the Corporation;
- (ii) previously provided goods or services to the Corporation in an unsatisfactory manner;
- (iii) has failed to satisfy an outstanding debt to the Corporation;
- (iv) has a history of illegitimate, frivolous, unreasonable or invalid claims;
- (v) provides incomplete, unrepresentative or unsatisfactory references; or
- (vi) has engaged in conduct that leads the Corporation to determine that it would not be in the Corporation's best interests to accept the Bid.

**30. Purchasing By-law**

Submissions will be solicited, received, evaluated, accepted and processed in accordance with The Region's Purchasing By-law as amended from time to time. In submitting a bid in response to this solicitation, the Bidder agrees and acknowledges that it has read and will be bound by the terms and conditions of The Region's Purchasing By-law.

The Purchasing By-law can be viewed on the Region's website, [www.niagararegion.ca](http://www.niagararegion.ca).

**31. Indemnification**

The Successful Bidders shall indemnify and save harmless the Region, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of the negligence, errors, omissions, fraud or wilful misconduct of the Successful Bidders, its officers, employees, agents and subcontractors, or any of them, attributable to or in connection with the delivery or performance of the goods and services contemplated in this Request for Tender, except to the extent that same is attributable to or caused by the negligence of the Region, its officers, employees and agents, or any of them. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Bidder in accordance with this Request for Tender.

**32. Minor Non-Compliance**

Bids which fail to conform to the requirements of this invitation in form or content may be disqualified as non-compliant. However, the Region may, in its sole discretion, waive minor non-compliance and retain, for consideration and possible award, bids which do not conform to the requirements of the invitation in form or content, where such bids appear to offer the best value to the Region. Bidders are cautioned that any such retention of non-conforming bids for evaluation and possible award will be a rare event and solely at the Region's discretion. Bidders are urged to ensure their bid is fully compliant with all requirements of the invitation.

**33. Exclusion**

Except as expressly and specifically permitted herein, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Tender, and by submitting a tender each Bidder shall be deemed to have agreed that it has no claim.

**34. Provincial Broader Sector (BPS)**

The Regional Municipality of Niagara is part of the Provincial Broader Public Sector (BPS). It is therefore eligible to receive the competitive dollars discounts which have been contracted by the Ministry of Government Services with the vehicle manufacturers for the BPS.

I/We, the undersigned, having the authority to bind the company, certify that I/We have examined the Information to Bidders and General Conditions, the attached Specifications and the Form of Tender, do hereby offer and agree to enter into an agreement with the Regional Municipality of Niagara, to supply and deliver **Three (3) New 2010 Model Ford Escape Gas/Electric Hybrid, to Regional Specifications # 21H -03**, as follows:

<b>Make:</b> _____	<b>Model:</b> _____	<b>Year:</b> _____
Unit Price \$ _____	Extended Total (3) Units	\$ _____
	Plus Fuel Conservation Tax (if applicable)	\$ _____
	Plus Air Conditioning Tax (if applicable)	\$ _____
	Sub Total	\$ _____
	Plus 5% Goods & Services Tax	\$ _____
	Plus 8% Provincial Sales Tax	\$ _____
	Total Tender (3) Units	\$ _____

<b>STATE:</b>	Firm Delivery Date:
	Manufacturer's Order Cut Off Date:
	OMVIC Dealer Registration Number:
	Discount if Applicable:

**ADDENDUM/ADDENDA** (If applicable **must** be filled in by bidder.)

I/We, the undersigned, acknowledge that I/We have received addendum/addenda Numbers \_\_\_\_\_\* to \_\_\_\_\_\* inclusive, and that all changes specified therein have been included in the prices submitted.

- Note: (a) If the Bidder is a Corporation, the Corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation.
- (b) If the Bidder is not a Corporation, the Bidder must sign in the presence of a witness who must also sign.

<b>COMPANY:</b> (Must Show Correct Legal Company Name)	<b>CONTACT NAME:</b> (please print)
<b>ADDRESS:</b>	<b>SIGNATURE:</b> (I/We have the authority to bind the Corporation)
	<b>TITLE:</b>
	<b>WITNESS:</b>
<b>POSTAL CODE:</b>	<b>SIGNATURE:</b>
<b>TELEPHONE NUMBER:</b>	<b>TITLE:</b>
<b>FAX NUMBER:</b>	<b>DATE:</b>
<b>E-MAIL ADDRESS (Must supply if available):</b>	

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**NOTICE OF NO BID**

**DOCUMENT NUMBER 2010-T-14 TITLE: FORD ESCAPE GAS/ELECTRIC HYBRID**

It is important to the Municipality to receive a reply from all invited bidders. There is no obligation to submit a bid however, should you choose not to bid completion of this form will assist the Region in determining your interest in future bids.

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**INSTRUCTIONS**

If you are unable, or do not wish to bid on this proposal, please complete the following portions of this form. State your reason for not bidding by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other quotation/tender documents. Just return the completed form by mail or by FAX prior to the closing date.

**FAX NUMBER - 905 682-8521**

- 1. We do not manufacture/supply this commodity/service.
- 2. We do not manufacture/supply to this specification.
- 3. Unable to quote competitively.
- 4. Cannot handle due to present work load.
- 5. Quantity/job too large.
- 6. Quantity/job too small.
- 7. Cannot meet delivery/completion requirements.
- 8. Agreements with distributors/dealers do not permit us to sell directly.
- 9. Licensing restrictions.
- 10. Do you wish to bid on this commodity/service in the future? Yes  No

Other reasons or additional comments:

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COMPANY NAME: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_