



**COUNTY OF  
NEWELL**

**2026**

**REQUEST FOR TENDER**

**4WD Tractor w/Cab**

**County of Newell**

**Issue Date: January 9 2026**



# Invitation to Tender

County of Newell

## INVITATION TO TENDER / ADVERTISEMENT

Sealed Tenders  
for:

**2026 4WD Tractor W/Cab**  
(the "Project")  
Tender Number: **TRACTOR01012023**

Will be received  
by:

**County of Newell**  
(the "COUNTY ")

at:

**183037 Range Road 145,  
Brooks, AB  
T1R 1B2**

Time and date for Tender Closing is:

**13:00:00 MST on Friday January 30, 2026**  
(the "Tender Closing")

1. The work to be undertaken generally involves, but is not necessarily limited to:  
Delivery of a **2026 4WD Tractor W/Cab** (the "Work") as set out on the list of drawings and specifications described as follows: **Appendix A - Specifications**
2. The Successful Bidder shall deliver the new tractor by the promised date.
3. The specifications for the Project can be obtained from **The County Website** at no charge.
4. All written inquiries regarding the technical aspects of the drawings and specifications for the Work shall be sent to **Mr. Joe Entz, Manager of Parks and Facilities**, however the bidder(s) acknowledge and agree that the COUNTY does not have an obligation to provide a response to any written inquiry and that it is in the sole and unfettered discretion of the COUNTY to provide any written response to a written inquiry.
5. Submission of a tender by a Bidder gives the COUNTY the right to require the Bidder to execute the contract to deliver the tractor as set out within the tender documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the COUNTY for a period of sixty (60) days following the end of the day of the Tender Closing. The Successful Bidder will be notified in writing of the award of the Tender when the COUNTY delivers a letter of intent to the Successful Bidder.

# **INSTRUCTIONS TO TENDERERS**

**County of Newell**

# INSTRUCTIONS TO TENDERERS

## 1 BACKGROUND

- 1.1 The County of Newell (the "COUNTY") is seeking tenders for **2026 4WD Tractor W/Cab** (the "Work") as more particularly set out in Appendix "A" attached to these Instructions to Tenderers.
- 1.2 The COUNTY will receive sealed tenders until **13:00:00 Local time on Friday, January 30, 2026** ("Tender Closing"). Faxed tenders will not be accepted and will be returned to the Tenderer.

## 2 SUBMISSION OF TENDERS

- 2.1 Each Tender shall be addressed to the 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 the COUNTY in accordance with the Invitation to Tender and the Instructions to Tenderers at:

**ASB 2026 4WD Tractor W/Cab**

**County of Newell**

**183037 Range Road 145**

**Brooks, AB**

**T1R 1B2**

**Attention: Joe Entz, Manager of Parks and Facilities**

- 2.2 In the event of a dispute or issue about whether or not a tender complies with the Instructions to Tenderers, the 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 the COUNTY as to the compliance, or not, of the subject tender.

## 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, the COUNTY shall be entitled to accept a Tender in such form as the COUNTY in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial substantial nature, or whether the Tender is noncompliant in a trivial substantial manner.

- 3.3 The 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 **Mr. Joe Entz, Manager of Parks and Facilities** of the 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 the COUNTY in the Invitation to Tender within 48 hours of the Notice of the Withdrawal, Modification or Clarification.
- 3.4.1 The County of Newell is requesting pricing on the trade in value of one (1) 2013 John Deere 6125M Front Wheel Assist Tractor. This is an option that the County requests but will not be used as part of the tender award. If the County determines the trade in value warrants the trade, the County will make that arrangement with the successful applicant. Submitting an option for trade value does not guarantee the trade in will be completed.**
- 3.4.2 The trade in 2013 John Deere 6125M Front Wheel Assist Tractor option can be viewed at the County of Newell facility please contact Joe Entz.**

#### 4 THE ACCESS TO INFORMATION ACT

- 4.1 All documents submitted to the COUNTY will be subject to the protection and disclosure provisions of Alberta's *Access to Information Act* ("ATIA"). ATIA allows persons a right of access to records in the COUNTY's custody or control. It also prohibits the 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 19 and 20 of ATIA. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the COUNTY cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under ATIA.

## 5 TENDER DOCUMENTS

5.1 The documents for the Tender are:

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

(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 the COUNTY at least 10 calendar days prior to the Tender Closing. Where necessary the 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, the 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 the COUNTY shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by the 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 supercede 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 the 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 the 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.

8.4 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 Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

## 9 PRIME COST AND CONTINGENCY SUMS

9.1 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.

## 10 PERMITS AND INSPECTIONS

10.1 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 Contract.



## 11 SUCCESSFUL TENDERER

- 11.1 Award of Contract by the COUNTY occurs once the Tenderer receives a Letter of Intent duly executed by **Mr. Todd Green, Director of Agricultural Services** of the COUNTY after **Mr. Todd Green, Director of Agricultural Services** has been duly and legally authorized by the COUNTY to send such Letter of Intent.

## 12 TENDER EVALUATION CRITERIA

- 12.1 Each Tender will be evaluated on the basis of the criteria listed below and the 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 the 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.
- 12.2 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the 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:

- |          |            |
|----------|------------|
| 1. Price | 100 points |
|----------|------------|

## 13 REGISTRATION

- 13.1 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 Contract. Failure to be properly authorized shall entitle the COUNTY to forthwith terminate the Contract without compensation.

## 14 TENDERS EXCEEDING BUDGET

- 14.1 In addition to the rights contained within Article 20 herein, if the Tender Sum of every Tenderer exceeds the amount the COUNTY has budgeted for the Work, the COUNTY may reject all Tenders or attempt to negotiate a lower price with the Tenderer who, in the sole and unfettered discretion of the COUNTY, has submitted the most advantageous Tender.
- 14.2 Each Tenderer acknowledges and agrees that the COUNTY has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to the COUNTY, that the COUNTY has no obligation to neither disclose such criteria nor employ the criteria listed outlined in Article 12 Tender Evaluation Criteria.
- 14.3 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 the COUNTY may pursue under Article 20.1 and 20.2 herein.

14.4 If the Tender Sum of every Tenderer exceeds the amount budgeted for the Work and the COUNTY negotiates with the Tenderer who has submitted the Tender considered most advantageous to the COUNTY:

14.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential;

14.4.2 In particular, the COUNTY's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and

14.4.3 The 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 the COUNTY be obliged to disclose the amount budgeted for the Work.

## 15 AGREEMENT ON INTERNAL TRADE AND TRADE, INVESTMENT AND LABOUR MOBILITY AGREEMENT

15.1 The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, ("AIT") and the New West Partnership Trade Agreement ("NWPTA") apply to this Tender.

## 16 ACCEPTANCE OR REJECTION OF TENDERS

16.1 As it is the purpose of the COUNTY to obtain the Tender most suitable and most advantageous to the interests of the COUNTY, notwithstanding anything else contained within the Tender Documents, the 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;
- f) is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,

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

entering into a Contract with the successful Tenderer and the COUNTY shall incur no liability to any other Tenderers as a result of such negotiation or modification.

## 17 LAW AND FORUM OF TENDER

- 17.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Alberta and all civil actions commenced in relation to the Tender Documents or Contract 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.

## 18 ACCEPTANCE PERIOD

- 18.1 The Tender shall be irrevocable and open for acceptance by the COUNTY for the period of time contained in the Invitation to Tender, namely, sixty (60) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is as defined in the Invitation to Tender.

# **TENDER FORM**

**County of Newell**

## TENDER FORM

Tender Number: \_\_\_\_\_

We, \_\_\_\_\_  
(*Company*)

of \_\_\_\_\_  
(*Business Address*)

having examined the Tender Documents as issued by: the County of Newell (the "COUNTY"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the Tender Documents for the Tender Sum as follows:

- |                          |          |
|--------------------------|----------|
| 1. Price (excluding GST) | \$ _____ |
| 2. Trade (optional)      | \$ _____ |
| 3. GST                   | \$ _____ |
| 4. Total                 | \$ _____ |

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the Tender Documents.

### **Appendices to Tender Form:**

The information required by the Instructions to Tenderers is provided in the attached Appendices and forms an integral part of this Tender.

**Declarations:**

We hereby acknowledge and declare that:

- (a) we agree to perform the Work in compliance with the required completion schedule stated in the Contract;
- (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 to acceptance for a period of sixty (60) days from the date of Tender Closing.
- (d) we hereby acknowledge and confirm that the COUNTY has the right to accept any tender or to reject any or all tenders in accordance with the Instructions to Tenderers;

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province & Postal Code)

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_  
(Please Print or Type)

Witness: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## **APPENDIX A**

### **Specifications:**

#### **1. MANUFACTURER:**

Year: Specify: \_\_\_\_\_

Make: Specify: \_\_\_\_\_

Model: Specify: \_\_\_\_\_

#### **2. TRACTOR:**

Min: 120 HP Diesel Engine Specify: \_\_\_\_\_

Min: 100 PTO HP Specify: \_\_\_\_\_

Roll Over Protection System Specify: \_\_\_\_\_

Heavy Duty Battery Specify: \_\_\_\_\_

Block Heater Specify: \_\_\_\_\_

Engine Pre-Heat Specify: \_\_\_\_\_

Safety Decals (English) Specify: \_\_\_\_\_

Drawbar Clevis Specify: \_\_\_\_\_

Mounted Toolbox Specify: \_\_\_\_\_

#### **3. CAB:**

Standard Light Package (Headlights, turn lights, work lights Front and back) Specify: \_\_\_\_\_

Swivel Seat Specify: \_\_\_\_\_

Air Conditioning Specify: \_\_\_\_\_

Training Seat Specify: \_\_\_\_\_

Air ride Seat Suspension Specify: \_\_\_\_\_

Back-Up Alarm Specify: \_\_\_\_\_

AM/FM Radio/Bluetooth Specify: \_\_\_\_\_

12 Volt Power Outlet Socket/USB Specify: \_\_\_\_\_

Beacon	Specify: _____
Left and Right Mirrors	Specify: _____
Inside Cab Mirror	Specify: _____
Storage Compartment	Specify: _____
Front and Rear Windshield Wipers and Washer	Specify: _____
Cup Holder	Specify: _____
Floor Mats	Specify: _____
2 Keys	Specify: _____
<b>4. TRANSMISSION:</b>	
16 gears 30 km/h max speed	Specify: _____
Electronic Forward/Reverse Clutch Free Shifting	Specify: _____
Cruise Control	Specify: _____
Electric PTO Switch	Specify: _____
540/1000 Reversible PTO shaft	Specify: _____
<b>5. TRANSPORT:</b>	
4 Wheel Drive (shift on the go)	Specify: _____
All Season Radial AG tires	Specify: _____
Front and Rear Fenders	Specify: _____
Min: 100" Wheelbase	Specify: _____
<b>6. HYDRAULICS:</b>	
Min 3 SCVs w/Flow Control, ISO Breakaway Couplers and Dust Covers	Specify: _____
Category 2 - 3-Point Hitch/w Min 5500lbs Lift Cap	Specify: _____
Flow Rate Min:80L/Min:	Specify: _____



**7. STATE OF EQUIPMENT ON DELIVERY:**

The complete unit produced to this purchase specification shall be thoroughly tested and inspected from an appearance and operational standpoint unless specifically stated otherwise, the unit shall be delivered in condition for immediate use. Prior to delivery, it shall be the responsibility of the Quoter to lubricate and service the vehicle with fuels, lubricants, coolant and associated products as recommended by the Manufacturer for the satisfactory operation of the unit being delivered.

Specify: \_\_\_\_\_

**8. WARRANTY:**

The Quoter shall supply  
Factory warranty

Specify: \_\_\_\_\_

One (1) Maintenance/Service  
manual to be supplied

Specify: \_\_\_\_\_

**9. DELIVERY:**

Units shall be FOB to:  
County of Newell  
183037 RR145  
Brooks, AB T1R 1B2

Specify: \_\_\_\_\_

**ADDENDA**

Please feel free to include additional information up to five (5) single sided pages. All available manufacturer literature and warranty information will also be included and not count towards the five (5) pages of additional information.