Invitation to Tender
2021 Street Sweeper

The City of Summerside will receive Submissions for the supply of one (1) new Street Sweeper until **Friday, November 5, 2021 at 1:00 p.m**. Tenders to be dropped off at Summerside City Hall, 275 Fitzroy St, First floor financial office tender box.

Tender opening will take place at City Hall conference room, first floor financial office, at 1:05 p.m. immediately after tender closing. PEI Public Health protocols related to Covid-19 will be in effect. Tenders will not be accepted after 1:00 pm Tender closing on above date. No exceptions.

City of Summerside
95 Ottawa Street,
Summerside, PE C1N 1W2 CANADA
www.summerside.ca

Tel 902 432 1263
Fax 902 436 5376

CITY OF SUMMERSIDE
TENDER: 2021 Street Sweeper

FORM OF TENDER - Tender Form
ONE (1) 2021 Street Sweeper

I/We the undersigned hereby submit our tendered prices, which includes supply of equipment, delivery, F.O.B. to the Municipal Service Operations Department, 95 Ottawa St, Summerside, Prince Edward Island, all necessary taxes for the above noted equipment as noted below in accordance with the Instructions to Bidders, Specifications and General Conditions pertaining thereto and affixed to and forming part of this Tender.

Price for One (1) Only Mfg's Current year New Street Sweeper
FOB- Municipal Service Operations Department, 95 Ottawa St
Summerside, Prince Edward Island

Price (complete unit as specified) $ _____
HST $ _____
Total Price Including HST $ _____

SPECIFY DELIVERY DATE _____

Dealer Name _____

Address: Street _____ Number _____

Address: City _____ Province _____ Postal Code _____

Telephone Number _____

Fax Number _____

E-mail _____

Authorized Signature _____

Name of Person signed above _____
Please Print

Date Signed _____

City of Summerside
Tender: 2021 Street Sweeper

Definition: The terms “Municipality, City and Owner” shall be understood to mean The Corporation of The City of Summerside.

1.0 Tender Instructions

1.1 Tender forms must be completed, signed, and dated.

1.2 The City of Summerside reserves the right to accept or reject any or all bids.

1.3 Tenders must be clearly marked “2021 Street Sweeper”.

1.4 The lowest priced or any tender not necessarily accepted.

1.5 Late tenders will NOT BE ACCEPTED.

1.6 Faxed or emailed tenders will NOT BE ACCEPTED.

1.7 Tenders to be signed ONLY by authorized personnel.

2.0 Instructions to Bidders

2.1 a) Tendering Procedure:
Tenders must be submitted on the attached "Form of Tender" and enclosed in the bidder’s own envelope with the label (last page of these tender documents) affixed to the envelope. No bid deposit is required to be submitted with the tender documents.

The bid must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender as supplied by the Municipality unless otherwise provided herein. Bidders will be allowed to attach descriptive literature whose sole purpose is to amplify the bid. Complete descriptive literature shall be attached to the official Form of Tender.

Complete details of warranties as specified on the equipment offered shall be supplied. Adjustments by email, fax, or letter to a tender already submitted will not be considered. The Form of Tender must be signed in the space provided on the form with the signature of the Bidder or responsible official of the firm bidding. A Bidder will be permitted to withdraw his/her tender unopened after it has been deposited if such a request is received in writing prior to the time specified for the opening of tenders.

Collusion between Bidders will be sufficient cause for rejection of all tenders so affected.

It will be the Tenderer's responsibility to clarify with the Municipal Services Operations Department any technical details in question not mentioned in this tender or not shown on the attached specifications before submitting a tender. The prices as tendered shall include the supply of the equipment, except as otherwise noted, required to complete this tender to the satisfaction of the City of Summerside.

The City of Summerside will make all necessary corrections to any tender which is in error through addition or extensions with the corrected value prevailing.

b) Closing Date and Time for Tenders

Tenders will be received until **1:00 p.m. local time on Friday November 5, 2021** at the City's Financial Department, 1st floor, City Hall, 275 Fitzroy St., Summerside, PE. Tenders will not be accepted after 1:00 pm Tender closing on above date. No exceptions.

c) Opening Tenders

Tenders will be opened at 1:05 p.m. local time on Friday, November 5, 2021 in the Conference Room, 1st floor, City Hall, Financial Department, 275 Fitzroy St, Summerside, PE.

d) Right of City to Accept or Reject Tenders

The Corporation of the City of Summerside (the City) reserves the right to reject any or all tenders for any reason whatever and to accept any tender deemed to be in the best interest of and for the best value for the City. The lowest or any tender will not necessarily be accepted. Criteria including best overall value, other than price alone may be considered when evaluating tenders. Refer also to Item 4 of the attached General Conditions.

2.2 EQUIPMENT SPECIFICATIONS

It is the intent of the attached specifications to describe specific details of equipment required in this tender. It is the responsibility of the successful Bidder to supply any part or accessory not described in the specifications but supplied as the manufacturer's standard equipment. The equipment shall be delivered with all accessories installed and operating. All equipment engines must operate to specifications for emission controls as required by the Canadian Environmental Protection Act.

2.3 GENERAL PROVISIONS

No official announcement concerning the successful tender will be made until a complete report and summary is prepared for the Director of Municipal Works and approved by City Council.

Inquiries with respect to this tender should be made to Owen MacDonald, Operations Supervisor

of Municipal Services Department, telephone (902) 439-5322.

2.4 Government discount and /or Fleet Rates
Apply any and all government discounts and /or fleet rates eligible on this Product.

2.5 DELIVERY TIME
Delivery Time is critical to the City. Dealers must state delivery time guarantee on the Form of Tender.

3.0 Bidder's Responsibility

It shall be the responsibility of each Bidder:

3.1 to acquire, from online or other sources as specified, any document (including any applicable copyright seal) that is referenced or mentioned in this Tender Call which is not physically attached herein;

3.2 to examine all the components of this Tender Call, including all appendices, forms and addenda;

3.3 to become familiar and comply with all of the terms and conditions contained in this Tender Call and the policies and legislation set out on the City's website at: City of Summerside Website

The failure of any Bidder to acquire, receive or examine any document, form, addendum, or policy shall not relieve the Bidder of any obligation with respect to its Bid or any purchase order issued based on its Bid.

4.0 ACCEPTANCE OR REJECTION OF TENDER

4.1 The Owner does not bind itself to accept any tender, even the lowest.

4.2 Without limiting the general scope of paragraph 4.1, the Owner may accept or reject any tender based on an unfavorable assessment of any of the following factors:

- Adequacy of the tendered price to permit the work to be carried out and, in case of a tender providing unit prices or a combination of lump sums and unit prices, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;

- Tenderer's ability to provide the necessary management structure, skilled personnel, experience and equipment needed to perform competently the work under the Contract;

- Tenderer's performance under other contracts both for the Owner and others.

- Proximity of Tenderer's head office, or main operating location to the Construction site.

4.3 In assessing the Tenderer's performance under other contracts pursuant to paragraph 4.2, the Owner may, without being limited to, consider such matters as:

- Quality of workmanship in performing the work;

- Timeliness of completion of the work;

- The overall management of the Contractor's work and its effects on the level of effort demanded of the Owner and I or the Owner's representatives.

4.4 Without limiting the generality of paragraph 4.1 or 4.2, the Owner, at its discretion, may reject a tender in any of the following cases:

- The Tenderer is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;

- Evidence, satisfactory to the Owner, of fraud, bribery, fraudulent misrepresentation, or failure to comply with any law protecting individuals against any manner of discrimination has been received with respect to the Tenderer, any of its employees or any subcontractor included as part of its tender; or

- Evidence satisfactory to the Owner that, based on past conduct or behavior, the Tenderer, a subcontractor or a person designated to perform the work is not suitable or has conducted itself improperly;

- The Owner determines that the Tenderer's performance under other contracts, including the efficiency and quality of the work performed, and the extent to which the Tenderer complies or has complied with contractual clauses and conditions in performing the work, is or was unsatisfactory.

4.5 The Tenderer acknowledges that it shall have no claim against, or entitlement to damages from, the Owner by reason of the owner's rejection of its tender based upon the above criteria, or a rejection of all tenders.

5.0 Bid Protest Procedure

5.1 Pre-award bid disputes.

Bidders should seek a resolution of any pre-award dispute by communicating directly with the City Contact as soon as possible from the time when the basis for the dispute became known to them. The City Contact may delay the outcome of the selection process, or any interim stage of this Tender process, pending the acknowledgement and resolution of any pre-award dispute. For more information, see the Pre-Award and Post-Award Bid Dispute Process.

5.2 Post-award bid disputes.

Any dispute to the outcome of this Tender process must be received in writing by the City Contact no later than 10 days after the date of the notification of the outcome of the selection process, or where a debriefing has been requested, no later than five days after such debriefing is received. Any dispute that is not timely received or in writing will not receive further consideration.

Any written dispute with a procurement value over $100,000 that cannot be resolved by the City Contact through consultations with the Bidder, shall be referred to the CFO or his designate(s) for an impartial review, based on the following information:

5.2.1 A specific description of each act or omission alleged to have materially breached the procurement process;

5.2.2 A specific identification of the provision in the solicitation or procurement procedure that is alleged to have been breached;

5.2.3 A precise statement of the relevant facts;

5.2.4 An identification of the issues to be resolved;

5.2.5 The Bidder's arguments, including any relevant supporting documentation; and

5.2.6 The Bidder's requested remedial action. The CFO or his/her designate(s), in consultation with the City Solicitor, may:

i. Dismiss the dispute;

ii. Accept the dispute and direct the City Contact to take appropriate remedial action, including, but not limited to, rescinding the award and any executed contract, and canceling the solicitation.

5.0 Failure or Default of Bidder

If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the Tender Call, the City may at its sole discretion:

5.1 disqualify the Bidder from the Tender Call and/or from competing for future Tender Calls issued by the City for a period of one year; and

5.2 require the Bidder to pay the City the difference between its Bid and any other Bid which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder's failure or default.

The Bidder shall be ineligible to submit a new Bid for any Call that the City is required to reissue as a result of the Bidder's failure or default or where the City deems that the Bidder has abandoned the Agreement.

6.0 Award of Tender

6.1 The Tender will be considered Awarded when the successful Bidder has been selected by the City of Summerside, and the decision in relation to the successful bidder has been communicated in writing to the Tenderer by the City.

For further information or clarification, please contact Operations Supervisor Owen MacDonald at 902-439-5322.

_____

Roger Ahern, Purchasing Agent
City of Summerside

TENDER
Specifications & General Conditions

ONE (1) ONLY 2021 Street Sweeper

Specifications & General Conditions

1. General Specifications

Make: _____
Model: _____
Year: Must be NEW Model 2021. STATE: _____

Standard Specs: Dealer listed and options supplied STATE: _____

Delivery of Street Sweeper to 95 Ottawa St, Summerside PEI. STATE: _____

Truck chassis: Freightliner M2 Conventional Cab or comparable substitute. Truck must be equipped with an Allison Automatic Transmission STATE: _____

Auxiliary Engine: 125 HP Diesel, meets latest emissions standards. STATE: _____

Auxiliary fuel tank capacity of 190 liters STATE: _____

Impeller Fan Drive: Beltless. Fluid Coupling with Step-up Gearbox STATE: _____

Right and Left side Gutter Broom configuration. STATE: _____

Gutter broom down pressure and tilt control adjustments from in cab. STATE: _____

Single wide sweep broom with quick release option STATE: _____

Total sweep width of 144'' STATE: _____

Debris hopper capacity of 8.5 cubic yards and constructed of stainless steel STATE: _____

Water tank constructed of stainless steel with 1500 liter capacity	STATE:_____
Top mounted, hydraulic, catch basin cleaner with 270 degree operating capability	STATE:_____
Dust suppression system complete with front mount spray bar	STATE:_____
Water pump output of 9 gpm and water pressure of 50 psi	STATE:_____
Hydraulic pump output of 7 gpm	STATE:_____
LED Lighting with work lights and directional traffic arrows (Split Direction)	STATE:_____
Back up camera and alarm	STATE:_____
Full sound suppression package	STATE:_____
Tires: M&S all season rated as per truck GVWR requirements	STATE:_____
Factory installed automatic greaser. Lincoln/Groeneveld or approved equal	STATE:_____
2 year all inclusive warranty	STATE:_____
5 year warranty of fan and blower assembly	STATE:_____
Lifetime warranty on debris hopper	STATE:_____
The standard of acceptance is a Johnston VT652. Alternatives that meet specifications are acceptable	STATE:_____

The successful bidder is to supply 1-2 day of Site Acceptance Testing and Training to the City of Summerside's operators. This training is to be done by a factory trained representative, at a mutually agreed upon time, at a City of Summerside facility, and prior to acceptance of the unit.

STATE:_____

Definitions: The terms Municipality and City shall be understood to be "The Corporation of the City of Summerside".

1. Delivery of Tender
   Tenders must use the attached mailing label (last page) is to be affixed (glued) to an appropriate sized envelope, approximately 9" x 12" and submitted to the Corporation of the City of Summerside prior to the closing date.

2. Clarification
   It will be the bidder's responsibility to clarify any details in question before submitting a Tender. Unless otherwise stated, all official correspondence in regards to the specifications should be directed in writing to and will be issued by the City of Summerside Purchasing Agent Roger Ahern for the Corporation of the City of Summerside. The Municipality will assume no responsibility for oral instruction or suggestion.

3. Withdrawal of Tenders
   Companies will be permitted to withdraw their Tender, unopened after it has been deposited, if such a request is received by the Manager of Supply and Services or designate in writing, prior to the time specified for the closing of Tenders.

4. Error & Correction
   The Municipality will make all necessary corrections to any Tender which is in error through addition or extension; the corrected value prevailing.

5. Rights of the Municipality
   a) The Municipality reserves the right, in its absolute discretion to accept a Tender which it deems most advantageous to itself and the right to reject any or all Tenders, in each case without giving any notice. The lowest or any Tender will not necessarily be accepted. In no event will the Municipality be responsible for the costs of the preparation of the submission of a Tender from any bidder.

   b) Tenders which contain conditions or otherwise fail to conform to the Instructions to Bidders may be disqualified or rejected. The Municipality may, however, in its sole discretion, reject or retain for its consideration Tenders, which are non-conforming because they do not contain the content or form required by the Instructions to Bidders or for failure to comply with the process for submission set out in these Instructions to Bidders.

c) Except as expressly and specifically permitted in the Instructions to Bidders, 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.

6. Notification to Bidders
   Any notice that the Municipality may be required or desired to give to the Bidder shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail, courier, fax or e-mail and addressed to the Bidder and shall irrefutably be presumed to have been received by the Bidder on the third day following such delivery of notice.

7. Adherence to Requirements
   The bidder is requested to adhere strictly to all requirements and complete all sections of this Tender Request including all appendices and addendums. Failure to do so may be sufficient cause for rejection of the bidder's Tender.

8. Sales Taxes: HST is extra unless otherwise stated herein.

9. Freedom of Information
   Any information including all work as described in these documents, service or product details, prices, statements, and any other information provided by the bidder shall be kept strictly confidential and release of same, except for any details regarding this bid document stated in a report to the Council of the Municipality, shall only be granted in accordance with the Prince Edward Island Freedom of Information and Protection of Privacy Act. 2020

10. Tenders Irrevocable and Firm Prices
    The Tenders received from bidders are to be irrevocable and the prices quoted are to be in Canadian Funds and are to remain firm for acceptance for a period not less than ninety (90) days after closing date unless otherwise stated herein.

11. Time is of the Essence
    The Municipality shall have the right to cancel at any time any contract or any part of any contract resulting from this Tender in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the bidder's tender submission, without incurring any liability whatsoever in respect hereto.

12. Omission & Mis-statements
    a) The several parts of the Specifications, Drawings if attached, Scope of Work, these Conditions, and the Contract, shall be taken together to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or misstated, which is necessary for the proper performance and completion of any part of the work contemplated, the contractor shall, at the

contractor's own expense, and without making any extra claim, therefore, execute the same as if it has been properly described, and the correction of any such omission or mis-statement shall not be deemed to be an addition to, or deviation from the works hereby contracted for; nor shall such decision or correction entitle the contractor to any extension of time for the completion of the Contract.

b) It is to be understood that all terms and conditions, specifications, drawings, plans, all Tender clauses, and the complete tender containing all documents as originally issued by The Operations Section of the Municipal Services Department of the City of Summerside shall constitute the Tender Request. Any Tenders received that have clauses or any wording or figures, statistics, numbers, quantities or any other items that have been changed or altered in any way shall be rejected and not accepted by The Corporation of the City of Summerside.

13. Contract
Prior to an award, the Tender Form and the Tender submitted becomes part of the contract document or Purchase Order. The bidder must accept the Municipality's Contract or Purchase Order which will supersede all other contracts. The Municipality reserves the right to reject any Tenders which may be restricted by the clauses in a bidder's Contract or Tender.

14. Agreement in Writing Only
No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this Tender, will be considered binding, and every notice, advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

15. Goods and Materials Suitable for Use
The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or contract based on this Tender, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

16. New Goods and Materials Only
Unless otherwise stated all goods supplied as a result of this Tender Request shall be new only, never used, of the latest manufacture and not re-manufactured.

17. Standards and Legislation: Failure to Comply
The successful bidder may be required to provide written documentation that all materials proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the successful bidder must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Governments or any governmental agency as they pertain to the work described herein. Failure by the successful bidder to comply with these laws, legislation, regulations and provisions shall be just cause for the Municipality, at its discretion, to stop

performance of this contract, until such times as the successful bidder complies with these laws etc. Also the Municipality may, at its discretion, award the contract to any other contractor or may re-issue the Tender. The Municipality may assess against the contractor any damages whatsoever as a result of failure to comply.

18. Failure to comply with all Tender Terms
Failure to comply with all terms, specifications, requirements, conditions and general provisions of this Tender, to the satisfaction of the Municipality, shall be just cause for the cancellation of the contract award. The Municipality shall then have the right to award this contract to any other contractor or to reissue the Tender. The Municipality shall assess against the contractor any damages whatsoever as a result of failure to perform. In addition, the Municipality may, at its discretion, stop the performance of this contract until such time as the contractor complies with all the provisions of this contract.

The Municipality at a minimum deducts all costs from the tender price for any costs incurred due to failure to comply with all tender terms.

19. Completion of Contract Terms and Conditions
a) The work shall be completed in all respects, except as may be otherwise specified herein, and the contractor shall execute the whole of the work with every possible dispatch and in a substantial and adequate manner, comprehending what may be reasonably implied from the specifications though not particularly shown or called for therein and the whole of the work shall be supplied and completed to the entire satisfaction of the Municipality and upon written confirmation from the Municipality that the work is complete.

b) Unless otherwise stated, the goods, materials, articles, equipment, work or services, specified or called for in or under this Tender shall be delivered or completely performed, as the case may be, by the Vendor as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion.

c) The Bidder agrees to furnish to the Municipality, in conformity with the conditions set out herein and with any specifications, plans, price schedules, samples, instructions, addenda or other details, provided in connection therewith or referred to therein, the goods, materials, articles, equipment, work or services so specified or called for in this Tender at the prices quoted herein and upon receipt of an official order therefore.

20. Tools and Equipment
Any equipment, tools, supplies, materials, parts or any other items delivered to the job or delivery site by the contractor, prior to, during or after carrying out the work, service or delivery will be of the contractor's own volition and the contractor will be entirely responsible for same.

21. Indemnification for Patents

a) The bidder shall assume the defense of and indemnify and save harmless the Municipality, its' officers, agents and servants from all claims relating to labour and materials furnished for the work, and to inventions, copyrights, trademarks or patents.

b) If the Municipality receives a claim that any product or part thereof (herein called "product") manufactured or supplied by the bidder infringes a Canadian patent, it shall notify the bidder promptly in writing and give the bidder information, assistance and exclusive authority to evaluate, defend and settle such claim. The bidder shall then at the bidder's own expense and option (1) settle such claim or (2) procure for the Municipality the right to use such product or (3) replace or modify it to avoid infringement, or (4) defend against such claim.

c) Provided such timely notice has been given by the Municipality should a court of competent jurisdiction hold such product to constitute infringement, the bidder shall pay any costs and damages finally awarded on account of such infringement and, if the use of such product is enjoined, the bidder shall take as its option, one or more of the actions under (2) or (3) above.

d) The rights and obligations of the parties with respect to patents or any other industrial property rights are solely and exclusively as stated herein.

22. Payment

a) The normal payment terms offered by The Corporation of the City of Summerside are 45 days. Payment terms shall only be modified at the sole discretion of the Municipality to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the Municipality.

b) The Bidder agrees that the Municipality shall be entitled to the discount stated herein if payment of invoices for the goods, materials, articles or equipment, work or services, specified or called for in or under this Tender, is made within the period specified herein after acceptance or satisfactory completion thereof, as the case may be, and the receipt by the Municipality of the invoice therefore.

23. Compliance with Laws and Acts

The Contractor shall comply with all Federal, Provincial and Municipal Laws, statutes, regulations and bylaws, relevant to this tender including but not limited to:
-The Occupational Health and Safety Act, Current Edition of Province of PEI.
-The P.E.I Freedom of Information and Protection of Privacy Act.

24. Tender Preparation Costs
The Municipality shall not be responsible for the costs incurred by any Bidder to prepare and submit a Tender or any subsequent documents relating to a Tender.

25. Payment in Canadian Funds
Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the City of Summerside, Canada, and exclude any Goods and Services Tax, Provincial Sales Tax or any other applicable taxes. As stated in tender form.

26. Delivery Information
a) The prices stated in this Tender cover the goods, materials, articles or equipment, referred to herein, being delivered F.O.B. destination, 95 Ottawa St, Summerside, PE, freight, express, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment, shall accompany each delivery thereof. A storekeeper's or other receiver's receipt shall not bind the Municipality to accept the goods, materials, articles or equipment covered thereby, or the particulars of the delivery ticket or piece tally therefore.

b) Unless otherwise stated, all goods, materials, articles or equipment supplied, and all work or services, performed, pursuant to this condition shall be subject to inspection by the Municipality at the point of unloading or the site of the work or services. No extra charge shall be made by the Vendor for packaging, packing or containers, unless otherwise indicated herein.

c) The Bidder agrees that the goods, materials, articles, equipment, work or services, specified or called for in or under this Tender, will be delivered or completed within the period set out herein as the guaranteed period of delivery or completion after receipt of an official order therefore.

27. Origin of Goods and Materials
Wherever possible, the goods, materials, articles or equipment, specified or called for in or under this Tender shall be of Canadian origin and manufacture.

28. Protection of the Municipality
The successful bidder shall at all times well and truly save, defend, keep harmless and fully indemnify the Municipality and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Municipality, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied, or the supplying thereof, or work or services, performed, or the performing thereof, pursuant to this Tender, or relating to inventions, copyrights, trade marks or patents, or rights thereto, used in supplying such goods, materials, articles, equipment, or in performing such work or services or arising out of the subsequent use or operation of such goods, materials, articles, equipment or work.

29. Erasures and Alterations
    Any erasures, alterations or cross-outs must be initialed in ink by the bidder. Failure to do so may result in the rejection of the bidder's Tender by the Municipality.

30. Extension of Contract or Purchase Order
    The time period duration of any contract or purchase order resulting from this Tender may be extended for a specific period provided that both the Municipality and the successful bidder agree to such extension. The Municipality may notify the successful bidder at any time to seek an extension.

31. Payment Holdback for Unsatisfactory Performance
    The Municipality shall not pay the final invoice to the successful bidder for the work, services, products or materials stated in these documents until the Municipality is fully satisfied that all terms and conditions stated in these documents and all work, service performed, products or materials delivered shall be deemed to have been completed, installed or delivered to the complete satisfaction of the Municipality.

32. City not Employer
    The bidder agrees that the Corporation of the City of Summerside is not to be understood as the employer to any successful contractor nor to such contractor's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this bid document. Also, in accordance the Occupational Health and Safety Act, the successful contractor herewith agrees to be the "constructor" as defined under this act.

33. W.H.M.I.S. Requirements
    The successful bidder must supply a supplier label and appropriate Material Safety Data Sheet under the W.H.M.I.S. legislation and Hazardous Protection Act for all controlled products to be supplied per this bid document. Any controlled good supplied without appropriate data sheet and proper labeling will not be accepted and will be returned at the sole cost to the successful bidder.

34. Notification of Potential Bidders Not Guaranteed
    The Municipality posts notification of all bids in the local Papers. The Municipality shall not guarantee that neither previous successful bidders nor any bidders shall be notified by any means electronic or otherwise of any bid opportunity. It is the responsibility of any potential bidder to make inquiries with the City of Summerside Municipality regarding any current or upcoming bid opportunities.

35. Removal from Bidders List
    The Municipality reserves the right to remove from its list of bidders, for an indeterminate period,

the name of any bidder who fails to execute or accept a contract or purchase order or for unsatisfactory performance on any previous or current contract held with the Municipality or if the bidder is currently involved in or responsible for litigation of any kind against the Municipality.

36. Additional Requirements
The Corporation of the City of Summerside reserves the right to add or delete items listed herein following award of any contract(s) or purchase order(s) resulting from this bid document. Unit prices stated by the bidder shall apply.

37. Bidder's Expenses
Bidders are solely responsible for their own expenses in preparing a Tender and for subsequent negotiations with the City, if any. If the City elects to reject all Tenders received, the City will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the Tender, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

38. Restrictive Statements, Modified Changed or Altered Documents
a) The City reserves the right to reject any Tender submission which is restricted by any wording, sentences, clauses, copies or agreements or contract samples included by the bidder in their Tender submission. The City shall make the sole determination of which of the above constitutes a restriction. Also, Tender submissions which are incomplete, conditional or obscure, or which contain additives not called for, erasures, alterations or irregularities of any kind, may be rejected.

b) The City reserves the right to waive informalities at its sole discretion

39. Limitation and Waiver of Damages
The Bidder, by submitting a Tender, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process. The Bidder, by submitting a Tender, also waives any claim for loss of profits if no agreement is made between the Bidder and the City.

40. Bid Results
Notification of the prices received by any or all bidders shall not be made known until City staff has had sufficient time to review all bids received. Any notification of prices received shall be in accordance with the P.E.I Freedom of Information and Protection of Privacy Act (No.2) 2001.

41. Order of Precedence
In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:
-Purchase Order (award document)
-Addendums (if any) as issued

-Tender as issued by the City
-Tender submission received from the bidder
-Specifications, Maps and Drawings (latest revision) if any

42. Rights to Bid Submission Document
Upon receipt of the bidder's Tender submission, the City shall retain the right to determine the use of the submission document for its own purposes. Bidders shall not use their bid submission document for any other purposes whatsoever, including revealing any content of their bid submission document or making copies for other agencies, firms or companies not being a legal part or division of the bidder's company, unless permission for any such use is receiving in writing by the bidder from the Corporation of the City of Summerside. Bidders must make a request in writing to the City for the intended use of their bid submission document for any other purposes than as stated herein.

43. Anti Lobbying Restrictions and Required Disclosure
a) Bidders, their company staff members, or anyone involved in preparing their Tender submission must not engage in any form of political or other lobbying whatsoever with respect to this project or seek to influence the outcome of the Tender and subsequent procurement process. This anti-lobbying restriction extends to all City staff and elected Council members of The City.

b) In the event of any such lobbying, The City may reject any Tender submission by that bidder without further consideration and terminate that bidder's right to continue in the Tender and any subsequent procurement process. All correspondence or contact by interested parties with The City must be directly and only with The City contact person identified in this Tender document. It should be duly noted by all bidders that this anti-lobbying restriction extends from the release date of this Tender through to the date and time when The City formally awards the contract by purchase order or other means Any lobbying undertaken during this time frame by any bidder or the bidder's company staff members, or anyone involved with their Tender submission may result in immediate disqualification from the process. This anti-lobbying restriction is not meant to affect the day-to-day operations of The City, its staff and the elected Council of the City that may necessarily include contact with potential proponents to this RFP regarding other business.

c) This section shall not be intended to disallow any meetings, interviews or clarifications requested or authorized by The City, its staff, The City's representative(s) for this work or their authorized designates.

44. Tender Submission and Correspondence in English
Tender submissions must be prepared in English and bidders must be able to converse and correspond fluently in English directly or through an interpreter supplied by and at the total cost to the bidder.

45. Liability for Errors
While the City has used considerable efforts to ensure an accurate representation of information in this Tender, the information contained in this Tender is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this Tender document is intended to relieve bidders from forming their own opinions and conclusions with respect to the matters addressed in this Tender document.

46. Agreement with Terms
By submitting a proposal, the bidder agrees to all the terms and conditions of this Tender document. Bidders who have obtained this Tender document and any addendums electronically must not alter any portion of these documents. To do so will invalidate the Tender and the bidder's delivered Tender submission will be rejected.

47. Modification of Terms and Addendums
The City reserves the right to modify the terms of the Tender document. Any modifications or changes to the Tender will be issued in the form of an addendum and will be sent to all bidders who have picked up or have requested a copy of the Tender from the City. The Tender and any addendums will also be posted on the City's Bid Opportunities Web Site.

48. Litigation with the City
No Tender submission will be accepted from any bidder whose company and all related companies have a claim or have instituted a legal proceeding against the City or against whom the City has a claim or has instituted a legal proceeding, without the prior approval of City Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this Tender.

49. Adjustments to Tender Submissions after Closing Date
No adjustments by any bidders to their Tender submissions will be permitted after the stated closing date for this Tender, except as otherwise provided herein.

50. Decision by City
The bidder agrees by submitting a bid in response to this Request for Tender that the City has no obligation to reveal the results of or reasons for its decision in selecting a successful bidder.

51. Suspension of Activity
a) All bidders are advised and put on notice that notwithstanding anything else contained in this Tender that all Bidders are forewarned and advised that if The City chooses not to proceed with this Tender process or any subsequent procurement process or any stage including, without limitation, the completion of the Tender process, the commencement, implementation or completion of any Tender process or other procurement process and/or the award, negotiation or the finalization of any agreement or contract and that accordingly, all Bidders acknowledge and agree that if any such

processes are suspended, terminated or cancelled at any time or times during any stage of the Tender or subsequent procurement process (if any) by The City, then the bidders shall have no claim against The City for any costs, expenses, losses including loss of profits, liabilities or damages whatsoever.

b) The City reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of the Tender and any subsequent procurement process, the assessment and evaluation of Tender submissions, including the determination of criteria and the selection, if any, of a successful bidder, without incurring any liability whatsoever to any bidder, including any liability for costs, expenses, losses or damages, and without giving any reasons therefore.

c) Without limiting the generality of the foregoing, The City, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this Tender document, or to change the scope of the project, or to cancel the Tender or the Project, without stating reasons therefore and accordingly The City also reserves the right to accept or to reject any or all of the Tender submissions and; The City reserves the right to proceed as, in its sole and unfettered discretion, following receipt of the Tender submissions, including, without limitation, issuing a second or more, or a modified Tender for the project or entering into contract negotiations with any bidder.

d) The lowest priced Tender Submission received will not necessarily be accepted.

e) The issuance of this Tender document and the receipt of any Tender submission by any bidder does not commit The City to award a Contract or Purchase Order or to pay any costs incurred in the preparation of any tender by any bidder, or in any bidder's attendance at any meetings with The City.

Name of Tenderer _____

Street Address _____

_____

_____

City, _____ Province, _____ Postal Code _____

TENDER ENVELOPE

To: Roger Ahearn, Purchasing Agent
The City of Summerside
275 Fitzroy Street
Summerside, PE, C1N 1H9

Tender Description: 2021 Street Sweeper

Closing Date & Time: Friday, November 5, 2021 at 1:00 p.m. Local Time

This Envelope Contains ONLY: FORM OF TENDER AND PRICE SCHEDULE and Specifications

This Envelope must be sealed.