



TENDER

“Pickup Truck Municipal Works”

2022

Pickup Truck Municipal Works

Sealed tenders clearly marked “Pickup Truck Municipal Works” will be received until Tuesday April 12, 2022 at 1:00 pm. Tender to be dropped off at Summerside City Hall, 275 Fitzroy St., First floor financial office tender box.

Tender opening will be held at City hall conference room, first floor financial office, at 1:05pm immediately after tender closing. Tenders will not be accepted after 1:00 pm Tender closing on above date. No exceptions. Current Provincial Covid-19 public health measures will be followed.

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 “Pickup Truck Municipal Works”.
- 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 Bidder’s Responsibility

It shall be the responsibility of each Bidder:

- 2.1 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;

- 2.2 to examine all the components of this Tender Call, including all appendices, forms and addenda;
- 2.3 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.

3.0 ACCEPTANCE OR REJECTION OF TENDER

- 3.1 The Owner does not bind itself to accept any tender, even the lowest.
- 3.2 Without limiting the general scope of paragraph 3.1, 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.
- 3.3 In assessing the Tenderer's performance under other contracts pursuant to paragraph 3.2, 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.

3.4 Without limiting the generality of paragraph 3.1 or 3.2, 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.

3.5 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.

4.0 Bid Protest Procedure

4.1 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.

4.2 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:

- 4.2.1 A specific description of each act or omission alleged to have materially breached the procurement process;
- 4.2.2 A specific identification of the provision in the solicitation or procurement procedure that is alleged to have been breached;
- 4.2.3 A precise statement of the relevant facts;
- 4.2.4 An identification of the issues to be resolved;
- 4.2.5 The Bidder's arguments, including any relevant supporting documentation; and
- 4.2.6 The Bidder's requested remedial action. The CFO or his 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 Assistant Operations Supervisor Brett St. John at 902-888-9234.

Roger Ahern, Purchasing Agent
City of Summerside

Sealed Tenders marked "**Pickup Truck Municipal Works**" will be received at Summerside City Hall, 275 Fitzroy St. Summerside PEI, C1N 1H9 until **1:00PM, Local Time, April 12, 2022** for supply of one **pickup truck** as per attached specifications.

Bidders are to quote the date of delivery and best price for items contained herein and shall note the following tender conditions and instructions.

1. Price shall be FOB Summerside including freight.
2. The City of Summerside reserves the right to accept or reject any or all tenders.
3. The awarding of this tender is subject to the availability of approved funding.
4. The lowest or any tender not necessarily accepted.
5. Late tenders will not be accepted.
6. Fax tenders will not be accepted.
7. Tender form must be completed, signed and dated.
8. Tender form shall be signed by authorized personnel only.
9. Specification sheet must be included with tender form and indicate **yes/no** to specifications. If any specifications are other than listed, these specifications are to be noted in comment section.
10. There is no trade in vehicle for this specific purchase.

For further information on the above, contact **Roger Ahern at 902-432-1220**.

Roger Ahern, Purchasing Agent
City of Summerside

Please indicate with a checkmark if specification is applicable to your offer. If not, provide details. Include with Tender Form.

Pickup Truck Municipal Works

Minimum Specification: Please bid the most economical model which your company can provide to meet these minimum specifications.

General Specifications

1. New Truck, 2022 model year, used trucks not accepted
2. Truck shall be what is commonly known as “3/4 ton” truck – manufacturer’s designated as “250” or “2500” model.
3. Four Wheel Drive.
4. Regular cab – seat belts for 3 occupants total
5. Exterior paint colour to be white – no substitutes.
6. Fleet side pickup box – 8 foot bed length
7. Minimum of 2 air bags, driver and passenger.
8. Air Conditioning required
9. Power windows and power door locks required
10. AM/FM radio required
11. Intermittent Windshield Wipers required.
12. Driver and Passenger side sun visors required
13. Heavy rubberized vinyl floor covering and custom fit rubber floor mats
14. Spare tire shall be full sized tired mounted on rim and secured under bed. Truck must include jack and lug nut wrench.
15. Engine shall be 8 cylinders Gasoline fuelled only – no Diesel engines.
16. Transmission shall be Automatic.
17. Locking, Automatic Locking, or Limited slip rear differential required – open or non-limited spin/slip rear differential not accepted.
18. Anti-Lock Braking system required
19. Minimum payload rating requirement is 1550 kg
20. Minimum conventional trailer tow weight rating (ball hitch, not fifth wheel) of 5600 kg. Truck to be equipped with trailer hitch, trailer electric brake controller, and trailer wiring harness suitable to truck tow rating.
21. Truck to be supplied with spray in bed liner – either factory or dealer install is acceptable
22. Manufacturer’s Warrantee shall include a minimum of 3 years / 60,000 km bumper to bumper warrantee including any dealer installed accessories and a minimum 5 year 100,000km powertrain warrantee to cover engine/transmission.
23. Roof mounted flashing amber light complete with cab mounted on/off switch. Must be low profile LED light. Dealer installation of this item is acceptable.
24. Backup alarm
25. 4 mud flaps required
26. OEM Running boards required
27. Please include any and all applicable discounts or price incentives in bid price given. Please include any applicable government or municipal discounts and/or fleet discounts.

TENDER FORM
CITY OF SUMMERSIDE

Date: _____ **Tender: "Pickup Truck Municipal Works"**

Tender Submitted By: _____

Address: _____

Phone: _____

Fax: _____

Contact Person: _____

We hereby offer to supply the following per your tender specifications titled "**Pickup Truck Municipal Works**". Vehicle price to include all dealership charges including MVI, PDI, and freight.

Make: _____ **Model:** _____

Price of Truck: \$ _____

HST on Truck Price \$ _____

Environmental Tax (Tire and Air Condition Tax) \$ _____

Total Price (Price of Truck plus HST and Environmental Tax):

\$ _____

Delivery Date: _____

Signed (Authorized Agent) _____