



**City of Summerside
Municipal Sidewalk Tractor Tender**

The City of Summerside will receive Submissions for the supply of one (1) new Municipal Sidewalk Tractor complete with snow removal attachments until Tuesday, April 12, 2022 at 1:00 pm. Tenders to be dropped off at Summerside City Hall, 275 Fitzroy St, and First floor financial office tender box up until 1:00 pm local time.

Tender opening will be held at City hall conference room, first floor financial office, at 1:05 immediately after tender closing. Tenders will not be accepted after 1:00 pm Tender closing on above date. No exceptions.



Prince Edward Island

Form of Tender

ONE (1) Municipal Sidewalk Tractor C/W 60” angle snow plow, 51” ribbon snow blower, and rear hydraulic salt/sand spreader. Must be manufacturers current year, used and demo units not accepted.

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.

Item Description

Cost

Municipal Sidewalk Tractor	\$ _____
60” Angle Snow Plow	\$ _____
51” Ribbon Snow Blower	\$ _____
Hydraulic Drop Salt/Sand Spreader	\$ _____
Subtotal	\$ _____
HST (15%)	\$ _____
Total Submission Price	\$ _____

MAKE & MODEL: _____ YEAR: _____

Warranty-Manufacturer’s standard warranty.

Specify: _____

BID COMPANY NAME: _____

CONTACT NAME (PRINT) _____

TELEPHONE/CELL PHONE: _____

EMAIL: _____

DELIVERY DATE: _____

SIGNATURE: _____

DATE: _____

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 “2022 Municipal Sidewalk Tractor”.
- 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 bidders 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.

Bidders may bid on any or all items on the Form of Tender. 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 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 telegram, 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 Tuesday April 12, 2022 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 a public tender opening meeting at 1:05 p.m. local time on Tuesday April 12, 2022 in the Conference Room, 1st floor, City Hall, Financial Department, 275 Fitzroy St, Summerside, PE.

The meeting will be open to the public and Tenderer's or their representatives are invited to attend. Only the total price will be read out at the tender opening. Current P.E.I Covid-19 public health measures will be followed.

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 5 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 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



Prince Edward Island

TENDER
Specifications & General Conditions

ONE (1) ONLY Municipal Sidewalk Tractor C/W 60"angle snow plow,
51"ribbon snow blower, and rear salt/sand spreader.

BID QUALIFICATION:

To ensure that only those tractors that are of sufficient power, are not too large for operating on municipal sidewalks, are fuel efficient and qualify as market proven commercial production vehicles, the following five mandatory specifications have been established.

The following five basic bid qualification specifications must be met in order to submit a bid. Bids will be rejected if these five mandatory specifications are not met.

- | | | | |
|----|--|----------------------|-------|
| 1. | A new, four wheel drive articulating, oscillating, rubber tired, diesel powered multi-purpose tractor, designed for year round work, utilizing various attachments shall be supplied. | COMPLY | _____ |
| | | DO NOT COMPLY | _____ |
| 2. | Tractor shall be no wider than 50-1/2" (1.3 m), including fenders and no higher than 88" (2.26 m) to top of roof guard. | COMPLY | _____ |
| | | DO NOT COMPLY | _____ |
| 3. | Engine shall have a displacement of no less than 4.5 LT. Minimum horsepower 74 HP. The engine must be a Tier 4 final John Deere turbocharged diesel, not requiring the use of urea injection or DEF fluid.
<u>Tier 3 or 4I (Interim) engines not acceptable.</u>
State make/model of engine bid: | COMPLY | _____ |
| | | DO NOT COMPLY | _____ |
| | | | _____ |
| 4. | Tractor shall have sufficient hydraulic capability to power manufacturers own hydraulically driven angle sweeper, cold planer, 14 ft wide rotary mower, etc. | COMPLY | _____ |
| | | DO NOT COMPLY | _____ |
| 5. | Tractor shall be equipped with a mechanically driven front PTO. | COMPLY | _____ |
| | | DO NOT COMPLY | _____ |



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SPECIFICATIONS:

1. COMMERCIAL PRODUCTION VEHICLE:

State year, make & model of unit being bid :

Make being offered must have been in "Commercial Production" for not less than 3 years with a minimum of 200 units produced and delivered to end users. YES NO _____

STATE TOTAL NUMBER OF UNITS PRODUCED INCLUDING PRIOR MODELS AND NUMBER OF YEARS MANUFACTURED.

UNITS PRODUCED: _____ NUMBER OF YRS PRODUCED: _____

Certified dealer for this tractor in this Municipality _____

Date started as dealer _____

2. CUSTOMER REFERENCES:

Bidder must submit a list of at least (6) six different municipalities in Atlantic Canada with contact names and telephone numbers, who currently own and operate 1 or more of the make being offered.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

3. FACTORY TRAINING:

3.1 A factory training school at the manufacturer's location for up to 12 technicians shall be available at no charge. The school shall include classroom sessions, hands on repair techniques and diagnostic training. The training school is also to be available several times per year at no charge, for re-training of new technicians. The Municipality will be responsible for their own travel expenses.

YES NO _____

4. MANUALS:

4.1 An operator's manual, parts manual and service manual printed in English, shall be supplied at time of delivery along with a digital copy.

YES NO _____

4.2 An attachment manual must also be provided for all attachments ordered.

YES NO _____

5. SAFETY FEATURE REQUIREMENTS:

5.1 A neutral safety start system shall prevent the engine from starting unless shifted into neutral.

YES NO _____

5.2 A seat safety switch must automatically shut down the PTO shaft & shut off any hydraulically powered attachment if the operator leaves the driver's seat.

YES NO _____

5.3 If the operator leaves the seat without placing the shifter into neutral, the engine will shut down. (no exception allowed)

YES NO _____

5.4 When using a rotary mower attachment with side wings, the circuits which power the hydraulically driven mower wings must kick off automatically when wings are raised to a pre-determined angle. When lowered, they must be re-started. This feature must be designed into the tractor for future additional attachment purchases.

YES NO _____

5.5 Cab must be ROPS certified and have a certification tag attached to the structure. (No exception allowed).

YES NO _____

5.6 The engine fan must be enclosed with a wire protection guard. YES NO _____

5.7 The tractor shall have reflective striping on both sides of cab and rear side hoods, as well as on the rear hood below the taillights. Must be equipped with a rear facing “slow moving vehicle” warning sign. YES NO _____

5.8 Tractor shall have a backup alarm activated by the forward/neutral/reverse switch. YES NO _____

5.9 The tractor shall be equipped with a heated back-up camera which will automatically show the image on the digital dash display while the tractor is in reverse. YES NO _____

5.10 The tractor to be equipped with all of the necessary safety, danger, caution and pinch point decals. YES NO _____

5.11 For hooking up attachments, the PTO shaft of the attachment must be supported by a stand on the push frame so that no one is required to hold up the shaft while the operator drives the tractor forward into the attachment. YES NO _____

5.12 There shall be an external lift cylinder switch on the front of the cab which the operator can bump up or down to align the lift cylinder pins. This inching switch overrides the main lift and main float channels of the joystick allowing the operator to attach the lift cylinders to the attachment from the outside of the tractor. YES NO _____

5.13 Access to the PTO shaft shear bolt shall be from inside the cab. This is also where the PTO shaft is connected when attaching an implement. Having the to reach down in front of the tractor to connect PTO shaft or change a shear bolt will not be accepted. YES NO _____

5.14 No fluid checks, filters, battery, ECU’s or breaker switches are to be located on the same side of the tractor as the exhaust and after treatment system due possible contact with high temperature components. YES NO _____

5.15 Shall be equipped with a seat belt interlock which does not allow the tractor to exceed 5 km/hr unless the belt is buckled. YES NO _____

6. ENVIRONMENTAL

6.1 Tier 4 final engine must be programmed for anti-idle which shuts off the engine automatically after a specified period of time, once the engine has reached operating temperature. YES NO _____

6.2 Due to operation within residential areas, sound levels are extremely important. Tractor noise with no attachments connected must be no greater than:

(a) 69 dBA at 2,100 rpm, measured 15 metres (49 ft) directly behind the tractor. YES NO _____

(b) 64 dBA at 2,100 rpm, measured 15 metres (49 ft) directly in front of the tractor. YES NO _____

7. COST OF OPERATION:

7.1 Tractor will have a fuel saver mode which reduces fuel consumption by up to 3 .5 litres per hour when driving, plowing, sweeping or any other function that does not require constant full engine RPM. YES NO _____

7.2 Tractor shall have an auto run switch which automatically shuts off the sand / salt spreader when the tractor stops at an intersection, stops moving for any reason or is shifted into reverse. This will reduce material costs by up to 40%. YES NO _____

7.3 There shall be a rotary switch to adjust amount of material being spread by rear salt/sand spreader to reduce cost. YES NO _____

7.4 Tractor to have anti-idle which does not allow the engine to continue running and consuming fuel for long periods such as while operator is on break, etc. YES NO _____

8. DIMENSIONS and WEIGHTS:

8.1 Dimensions are not to exceed the following:



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- (a) Overall length including rear bumper 149.5 inches SPECIFY: _____
- (b) Maximum height (to top of AC roof guard) 88.0 inches SPECIFY: _____
- (c) Track width with winter tires 49.5 inches SPECIFY: _____
- (d) Overall width including fenders 50.5 inches SPECIFY: _____
- (e) Inside turning radius 90.0 inches SPECIFY: _____

8.2 Weight of tractor is to be no less than 6,000 lbs. STATE WEIGHT: _____ Lbs.
(2721.5 kg.)

_____ Kgs.

9. ENGINE COMPARTMENT:

9.1 The top hood, two side hood panels, and rear grill are to be easily removable without the use of any tools. Only latches and quarter turn fasteners need to be released before lifting off the hoods and grills. YES NO _____

9.2 There shall be an air breather pre-cleaner permanently attached to the top hood. YES NO _____

9.3 The left side hood panel must have 2 hinged access doors for access to daily fluid checks, battery, filters, battery disconnect switch and main breakers. YES NO _____

9.4 All other hoods and panels must be either 14 or 16 gauge steel to withstand rough operation and contact with tree branches, signs, and other obstructions encountered. Plastic, fiberglass or any other non-metallic material is unacceptable. YES NO _____

9.5 Complete rear grill shall hinge open and lift off for easy access to clean oil cooler and radiator. Must be able to lift off when rear sander is attached. YES NO _____

9.6 There shall be a hinged door for access to the radiator fill spout without removing the top hood. YES NO _____

9.7 The tractor shall have a horizontal, all stainless steel exhaust system. The DPF & DOC shall be located over the fender where it is protected from the environment & YES NO _____

behind the side hood where there is no danger of someone touching it while hot.

9.8 A break-in replacement filter kit to be included. (engine oil, hydraulic oil, air filter, fuel filter).

YES NO _____

10. COOLING:

10.1 Engine shall be water cooled by radiator and an 18" diameter electropneumatic fan which automatically reverses every ten minutes, for a period of 45 seconds to prevent dirt, salt and grass clippings from building up on the oil cooler and radiator fins.

YES NO _____

10.2 A two piece cooler is to be supplied for cooling hydraulic oil and engine coolant.

YES NO _____

11. P.T.O.

11.1 PTO drive system to be mechanical by way of a clutch, 11-1/2" over-centre type preferred. Must be electric over hydraulic actuation with indicator light. Actuation by lever is not acceptable.

YES NO _____

SPECIFY: _____

11.2 The front PTO is to be 1-3/8 inch diameter, 6-spline. 540 pto rpm @ 2,160 engine rpm.

YES NO _____

12. IMPLEMENT HITCHES:

12.1 Tractor shall be supplied with a front quick hitch system. Implement height shall be controlled by two double acting hydraulic cylinders which are operated from the joystick. Spring load lift latches to hold the implement frame in place.

YES NO _____

SPECIFY DETAILS OF HITCH:

12.2 Must be capable of attaching existing Trackless attachments already owned by the municipality.

YES NO _____

13. TRANSMISSIONS:

13.1 The tractor shall be propelled by a hydrostatic transmission and controlled by a single electronic foot pedal. The electronic pedal controls the hydrostatic transmission and the engine RPM when in fuel saver mode. If switched to work mode, a throttle lever overrides the pedal control of the engine RPM allowing full RPM to power the PTO shaft to run the attachment.

YES NO _____

SPECIFY COMPLETE DETAILS OF SYSTEM OFFERED:

13.2 The tractor shall consume no more than 92 liters of fuel to plow sidewalks for 12 – 15 hours in fuel saver mode.

YES NO _____

13.3 The tractor shall have a 2 speed mechanical transmission which provides speed ranges of:

YES NO _____

LOW RANGE 0 - 13 km / hr.

SPECIFY: _____

HIGH RANGE 0 - 30 km / hr.

SPECIFY: _____

13.4 The transmission shift lever, inside the cab must have a neutral position allowing the tractor to be towed without danger of damaging the hydrostatic transmission. Shut off taps, screws etc. located in the rear frame area will not be accepted. Tractor must be able to be towed for several miles without damage.

YES NO _____

14. AXLES:

14.1 Shall be Dana model 60 full float with track-lock differentials (limited slip) front and rear. (Rated at 7,000 lbs. capacity each).

YES NO _____

SPECIFY: _____

14.2 Each axle shaft shall have a minimum of (8) wheel studs.

YES NO _____

14.2 The front axle shall have electric locking differentials operated by a single switch. Lock-up cannot occur above 12 km/hr.

YES NO _____

15. BRAKING SYSTEMS:

15.1 Tractor shall have no less than (3) braking systems; hydrostatic dynamic braking, hydraulic driveline brakes, and mechanically actuated emergency / parking brakes. **YES** **NO** _____
SPECIFY: _____

15.2 Parking brake is to be applied by way of an adjustable parking brake lever. It must be able to apply the brakes mechanically in the event that the hydraulic system for applying the service brakes fail. **YES** **NO** _____
SPECIFY: _____

15.3 The hydrostatic braking is programmed to be more aggressive when service brake pedal applied. **YES** **NO** _____

15.4 The parking brake must sound a warning buzzer when applied and a warning message in 3/4" high letters must appear on the LED dash display. **YES** **NO** _____

15.5 The brake lines must be constructed of stainless Steel. **YES** **NO** _____

16. WHEELS / TIRES:

16.1 The tractor shall be equipped with 10 ply radial winter tires (LT245/75R16) and steel rims. Retread tires will not be accepted. **YES** **NO** _____

17. FUEL TANK:

17.1 The tractor shall have a single fuel tank with not less than 94 liter (24.83 US Gallon) capacity. **YES** **NO** _____

17.2 An independent engineering report shall be included with the tender verifying that the tractor is equipped with a fuel saver mode. The report shall also include the fuel saving statistics. This report is mandatory. **YES** **NO** _____

18. HYDRAULIC SYSTEMS:

18.1 The tractor shall have an anti-bounce ride control system.

YES NO _____

18.1 The hydraulic gear pump shall be driven by the engine and produce a minimum of 20 gpm.

YES NO _____

18.2 A second hydraulic pump is to be engaged only when the PTO is engaged.

YES NO _____

18.3 Tractor shall be supplied with an electronic joystick with padded armrest. (No exception permitted).

YES NO _____

18.4 All attachment functions are to be controlled by a single joystick. The joystick must have preset switches to program itself to the attachment that is mounted. (3) float position switches to have additional LED indicator lights. Joystick allows lifting & lowering of attachment while (2) other function controls remain live.

YES NO _____

**IF THERE IS ANY DEVIATION, ATTACH
A SEPARATE DESCRIPTION OF JOYSTICK
CONTROL OFFERED**

18.5 The Joystick must also have a forward - neutral - reverse button for the tractor which will allow the operator to shift from forward to reverse with the flick of a switch without removing their hand from the joystick.

YES NO _____

18.6 Moving the joystick forward or back while holding the blue button moves both wings on the 5 position plow or batwing rotary mower at the same time.

YES NO _____

18.7 Tractor shall have a low hydraulic oil warning system. When low, a message shall appear on the digital display.

YES NO _____

18.8 (7) front hydraulic couplers are to be supplied for operating the control features on attachments.

YES NO _____

18.9 In addition to the (7) couplers for operational controls, there shall be (4) HIGH VOLUME front couplers to power hydraulically driven attachments. They can power two separate attachments such as mower wings, or be combined for attachments requiring higher flows. One switch engages the left pair, and a second switch engages the right pair. Switches for the hydraulic circuits are to be located to the left and right of the front PTO engagement switch.

YES NO _____

18.10 Rear of tractor shall have (1) pair of hydraulic couplers with an output of 16 gpm. YES NO _____

18.11 Hydraulic couplers must be color coded, matching the joystick's color coded membrane switches. YES NO _____

18.12 All hydraulic hoses to have NPT, SAE straight thread or SAE split flange fittings (no metric). YES NO _____

18.13 Hydraulic oil filter shall be cartridge type, mounted at highest point in the hydraulic system for dry changes. Spin on filters are not accepted. YES NO _____

18.14 To be equipped with a low hydraulic oil warning with 30 second shutdown feature. YES NO _____

18.15 Hydraulic tank to be minimum 75 liters (19.81 US Gal.) capacity with sight gauge. YES NO _____

19. ELECTRICAL:

19.1 Tractor shall have a 12v, neg. ground system with a 950 - 1000 CCA group 31 battery, minimum 200 amp alternator and main breaker switch protection. YES NO _____

BATTERY CCA: _____

ALTERNATOR AMP: _____

19.2 Battery shall be equipped with a battery disconnect switch inside the engine compartment. YES NO _____

19.3 There shall be a 7 prong trailer plug in the rear panel. YES NO _____

19.4 There shall be a 4 prong trailer plug in the rear panel for powering the water tank spray system, brine pump or other electrical components other than lighting. YES NO _____

19.5 There shall be a 7" LED digital display screen in cab with the following features: YES NO _____

(a) Back-up camera when in reverse gear. YES NO _____

(b) Tachometer indicating engine RPM & PTO RPM. YES NO _____

(c) Speedometer YES NO _____

(d) Hourmeter YES NO _____

- | | | | |
|--|-------------------------------------|------------------------------------|-------|
| (e) Coolant temperature | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (f) Engine oil pressure | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (g) Hydraulic oil temperature | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (h) Voltmeter | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (i) Fuel level | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (j) Turn signals, 4-way flashers | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (k) High / Low beams | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (l) Forward / neutral / reverse | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (m) Low range / high range | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (n) Large text warning messages for low hydraulic oil, low coolant level, air breather service required, park brake engaged, parked regen required, seat belt icon. | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |

19.6 Due to the complexity of the wiring systems in tractors with Tier 4 engine management systems and other electronic management systems, the following specifications must be complied with in order to assist with efficient diagnostic and electrical repairs over the life of the tractor:

- | | | | |
|--|-------------------------------------|------------------------------------|-------|
| (a) Tractor must utilize multiplex CAN communication. | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (b) Wiring harnesses must be professionally manufactured with terminals which are machine crimped to ISO standards. | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (c) Codes and numbers must be shown on all parts manual exploded views and wiring schematic drawings & charts. | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (d) All fuses are to be mini blade type and must be contained within an IP67 watertight enclosure. | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |
| (e) All harness plug connectors shall be standard Packard weatherproof type. Bulkhead connectors must be twist lock type. | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <hr/> |

19.7 Tractor must be equipped with a block heater. **YES** **NO**

19.8 Must be equipped with a high range lockout feature. **YES** **NO**

 When the attachment is in the down position, the tractor will not have high range capability, thus eliminating the attachment being operated in high range.

20. LIGHTING:

20.1 There shall be (4) headlights and (1) backup light. **YES** **NO** _____
All (5) lights are to be adjustable, halogen and identical.
Headlights must be equipped with hi/low beam.

20.2 There shall be LED signal lights, 4 way flashers, and shock proof rubber mounted LED taillights. **YES** **NO** _____

20.3 There shall be eight (8) flush mounted LED amber and/or blue flashing high visibility lights installed within the HVAC system branch guard for a full 360 degree visibility. (2 lights per side). **YES** **NO** _____

20.4 There shall be an interior dome light. **YES** **NO** _____

20.5 Turn signal lights must be self-cancelling type. **YES** **NO** _____

21. CAB:

The cab shall be equipped with the following:

21.1 An HVAC system to be controlled by a digital climate control LED screen which allows the operator to select heat, AC or defrost and set the desired temperature. A cab pressurizer is also mandatory. **YES** **NO** _____

21.2 The exterior temperature must be shown on the display. **YES** **NO** _____

21.3 Two individual heaters totaling 63,000 BTU shall supply heat through (10) adjustable louvres. **YES** **NO** _____

State actual BTU: _____

State number of vents: _____

21.4 A 24,000 BTU AC also runs with heat while in defrost mode to remove in-cab humidity for better defrosting. **YES** **NO** _____

21.5 Heater must include a minimum of (2) outlets no higher than 16 inches above floor level, directed at the operator's feet. **YES** **NO** _____

21.6 Intermittent 3 speed pantograph wiper and washer and a single rear wiper & washer. YES NO _____

21.7 Inside rear view mirror must be fixed in cab. YES NO _____

21.8 (2) outside vibration free side mirrors must fold back , without operator having to exit the cab. YES NO _____

21.9 A 3-point seat belt, including shoulder harness. Must be high visibility safety orange & retractable. YES NO _____

21.10 AM/FM/MP3 stereo with aux. plug, dual speakers and bluetooth capable, to be mounted in the upper dash panel. YES NO _____

21.11 Steel door. An all glass door is not acceptable. Interior door panel must have cup holder and large storage pocket. YES NO _____

21.12 Flush mounted door handle. YES NO _____

21.13 Gas strut door closer and safety strap. YES NO _____

21.14 Rear license plate holder and light. YES NO _____

21.15 Tilt steering column. YES NO _____

21.16 Steel fenders - 10 gauge or heavier. YES NO _____

21.17 DOT approved, tinted, tempered safety glass for all windows. Glass must be flat for convenience of local replacement in an emergency situation. YES NO _____

21.18 Side windows shall be slider type contained within an aluminum frame and be lockable. YES NO _____

21.19 There shall be floor matting and sound deadening material within the cab. YES NO _____

21.20 Sound level in cab, under full engine RPM not to exceed 65 dba. YES NO _____

State dba at idle: _____

21.21 A hinged overhead switch panel. YES NO _____

21.22 The cab shall be “ROPS certified” and bear a certification label so stating. An engineering ROPS test report is required for verification. YES NO _____

21.23 Due to the type of operation this vehicle will be subject to, all panels and roof must be steel. Plastic, fiberglass or any other non-metallic material will not be accepted. (No exceptions allowed). YES NO _____

21.24 Tractor shall have an air ride, high back fabric covered seat with lumbar and adjustable left armrest, large padded right armrest. Air ride switch to be remote mounted in the side switch panel beside cruise control switch. YES NO _____

21.25 There shall be a horn button which must be mounted in the centre of the steering wheel. YES NO _____

22. WATER / CHEMICAL PUMP

22.1 All hoses, wiring, switch and quick coupler shall be installed for future optional water / chemical pump. YES NO _____

23. GPS / DATA TRACKING PORT:

23.1 A 4-pin connector must be supplied inside the cab to plug in a GPS system for logging data to record the location when a snowblower or plow is down in the working position and the tractor is moving, when the rear sander is on or off and whether the PTO is on or off. (GPS system is not to be supplied). Pin #1 is to supply 12 v. Pin #2 is ground. Pin # 3 & 4 is CAN communication. YES NO _____

24. DIAGNOSTICS:

24.1 The tractor shall have an on board diagnostic system which constantly monitors and self diagnoses all electrical and electronic components, hydrostatics, hydraulic valves, joystick, switches, sensors and the entire engine ECU. Any fault that occurs is diagnosed YES NO _____

and sent to the message centre on the digital dash screen where it can be retrieved by clicking on the message envelope icon. All messages are recorded permanently and archived. The message centre also allows access to all ECU's directly. All diagnostics can be done without having to plug in a laptop or any other device.

25. PAINT, FINISH:

25.1 All steel fabricated parts including the cab and all frames are to be prepped in a 4-stage phosphate wash prior to paint. All parts are to receive a 2-part epoxy primer with rust inhibitor. The top coat is to be a 2-part polyurethane automotive quality finish which is oven baked.

YES NO _____

25.2 Hydraulic fittings and pump must be sprayed with a rust resistant coating.

YES NO _____

25.3 Paint colour shall be OEM highway yellow with black trim and tractor must be undercoated.

YES NO _____

26. WARRANTY:

26.1 Manufacturer's warranty shall be 12 months or 600 hours, whichever occurs first.

Include warranty statement with tender.

State Warranty:

YES NO _____

26.2 Engine shall be warranted by the engine manufacturer for 2 years or 2,000 hours, whichever occurs first. Include warranty statement with tender.

State Warranty:

YES NO _____

26.3 Emission control warranty is 5 years or 3,000 hours, whichever occurs first. Warranty must also cover the DPF and other components developed to control emissions.

Include warranty statement with tender.

State Warranty:

YES NO _____

27. SERVICE:

Bidder must provide a report on how you intend to service the tractor, including service depot location(s), number of factory trained technicians on staff, and number of staffed mobile service vehicles in your fleet.

28. 51" RIBBON SNOW BLOWER:

28.1 Snow blower must be complete with attaching kit and quick connect hydraulic couplers easily connecting to the successful sidewalk tractor.

YES NO _____

28.2 Blower is constructed so that it is able to accept a sidewalk chute, truck loading chute or telescopic chute. A sidewalk chute only will be supplied with the blower.

YES NO _____

28.3 Blower will be a direct driven impeller type with gearbox driven augers.

YES NO _____

28.4 Raising/lowering, chute rotation, and chute deflector to be controlled hydraulically from single joystick inside cab.

YES NO _____

28.5 Throat opening shall be 51" wide with end plates that are not less than 3/8" thick steel.

YES NO _____

28.6 Two stage centre drive blower with helical ribbons.

YES NO _____

28.7 Two piece 28" diameter auger shall be serrated ribbon design with ice picks.

YES NO _____

28.8 The impeller shall be 7.5" x 24" diameter with not less than (5) scoop type blades.

YES NO _____

28.9 The impeller housing shall have a replaceable, 2 piece liner.

YES NO _____

28.10 The skid shoes shall be free pivoting with 1-1/2'' hardened wear pads

YES NO _____

28.11 The cutting edge shall be 1/2'' x 6'' hardened steel and reversible.

YES NO _____

28.12 The cutting edge height shall be adjustable by shoe brackets.

YES NO _____

28.13 The sides of the Ribbon Blower must be fully enclosed and grease option easily accessible to the operator.

YES NO _____

29. 60'' ANGLE SNOW PLOW:

29.1 Plow must come equipped with an attaching kit and be ready to connect to the successful sidewalk tractor.

YES NO _____

29.2 Blade shall be 60'' long x 30'' high.

YES NO _____

29.3 The cutting edge shall be 1/2'' x 6'' hardened steel, reversible and replaceable, secured by (6) 1/2'' grade 5 plow bolts.

YES NO _____

29.4 The blade shall be power angling 30 degrees in either direction operated by the operator inside the cab.

YES NO _____

29.5 The complete plow must be full trip type, able to trip and then return to upright position when raised.

YES NO _____

29.6 Plow must be equipped with (4) heavy duty replaceable trip springs.

YES NO _____

29.7 Plow must be equipped with two adjustable skid shoes.

YES NO _____

29.8 Plow assembly is capable of operating under hydraulic down pressure.

YES NO _____

30. SALT AND SAND SPREADER:

30.1 Rear mounted and hydraulically driven from inside the cab of the sidewalk tractor.

YES **NO** _____

30.2 Rear flashing warning lights, brake lights, reverse lights, and turn signal indicators.

YES **NO** _____

30.3 Must be pin mounted with no tools required for installation or disconnection.

YES **NO** _____

30.4 Engagements must be separated from front mounts.

YES **NO** _____

30.5 Hopper capacity must be no less than ½ cubic yard and have a galvanized safety scree.

YES **NO** _____

30.6 Shall be fabricated from galvanized steel.

YES **NO** _____

30.7 Shall be equipped with colour coded hydraulic quick connect couplers. Paint or tape colour not acceptable.

YES **NO** _____

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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

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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.

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

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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. Including but not limited to costs incurred for replacement rental

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unit needed to continue snow removal operations occur until tender dates and terms are met.

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

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are solely and exclusively as stated herein.

22. **Payment**
a) The normal payment terms offered by The Corporation of the City of Summerside are 30 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.

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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, trademarks 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.

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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 reserve 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 PEI Freedom of Information and Protection of Privacy Act.
41. **Order of Precedence**

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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. Bidder's 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.

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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

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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 Ahern, Purchasing Agent
The City of Summerside
275 Fitzroy Street
Summerside, PE, C1N 1H9

Tender Description:

Closing Date & Time: April 12, 2022 at 1:00 pm Local Time

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

This Envelope must be sealed.