



TENDER

**Utility Vehicle (4x4 Side-by-Side)**

Specifications  
&  
Tender Documents

Sealed Tenders will be received by the City of Summerside at Summerside City Hall until 12:59:59 PM (AST), Friday, May 27<sup>th</sup>, 2022 for the following:

### **Utility Vehicle (4x4 Side-by-Side)**

Tender forms and specifications may be obtained from City of Summerside, Department of Financial Services, 275 Fitzroy St., Summerside, PE.

Chief Ron Enman  
Summerside Fire Services

May 13, 2022

**Tender for**  
**Utility Vehicle (4x4 Side-by-Side)**

Sealed tenders clearly marked "**Utility Vehicle (4x4 Side-by-Side)**" will be received up until **12:59:59 PM (AST), Friday, May 27<sup>th</sup>, 2022**, at City Hall, 275 Fitzroy Street, Summerside, PE C1N 1H9

**Tender Instructions**

1. Tender forms must be completed, signed, and dated.
2. The City of Summerside reserves the right to accept or reject any or all bids.
3. Tenders must be clearly marked "**Utility Vehicle (4x4 Side-by-Side)**"
4. The lowest or any tender not necessarily accepted.
5. Late tenders will NOT BE ACCEPTED.
6. Faxed tenders will NOT BE ACCEPTED.
7. Tenders to be signed ONLY by authorized personnel.
8. Tender prices shall include Harmonized Sales Tax (15%) which shall be clearly indicated on the tender form and as on any invoice.

For further information or clarification, please contact Chief Ron Enman at 902-439-3850.

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Chief Ron Enman  
City of Summerside Fire Services

## **Instructions to Bidders**

### **1.0 GENERAL**

Sealed Tenders for the work proposed shall be addressed to the Purchasing Agent, City of Summerside, and plainly marked:

#### **Utility Vehicle (4x4 Side-by-Side)**

Tenders will be received at City Hall, 275 Fitzroy Street, Summerside, PE C1N 1H9 until **12:59:59 PM (AST), Friday, May 27<sup>th</sup>, 2022.**

### **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 the terms and conditions contained in this Tender Call and the policies and legislation set out on the City's website at  
[https://www.summerside.ca/business/tenders\\_bids\\_proposals\\_contracts\\_agreements](https://www.summerside.ca/business/tenders_bids_proposals_contracts_agreements)

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 Bidder 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.

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- Bidder's ability to provide the necessary management structure, skilled personnel, experience, and equipment needed to perform competently the work under the Contract.
  - Bidder's performance under other contracts both for the Owner and others.
  - Proximity of Bidder's head office or the main operating location to the Construction site.
- 3.3** In assessing the Bidder'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/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 Bidder 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 Bidder, any of its employees or any subcontractor included as part of its Tender.
  - Evidence satisfactory to the Owner that, based on past conduct or behavior, the Bidder, a subcontractor, or a person designated to perform the work is not suitable or has conducted itself improperly.
  - The Owner determines that the Bidder's performance under other contracts, including the efficiency and quality of the work performed, and the extent to which the Bidder complies or has complied with contractual clauses and conditions in performing the work, is or was unsatisfactory.
- 3.5** The Bidder 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 Withdrawal or Qualifying of Tenders**

- 4.1** A Tenderer who has already submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Tenderer for this Contract.
- 4.2** Tenderer may withdraw or qualify his Tender at any time up to the official closing time by submitting a letter bearing his signature and seal as in his Tender to the Owner. The time and date of receipt will be marked thereon, and the letter will be placed in the Tender Box.
- 4.3** No telegrams, telephone calls, or facsimile machine transmissions will be considered. All entries in the Form of Tender shall be made in ink or by typewriter. Entries and changes made in pencil shall, unless otherwise decided by the Owner, be invalid or informal.

#### **5.0 Informal or Unbalanced Tenders**

- 5.1** Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interest of the Owner may be rejected. Wherever in a Tender, that amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount shall be corrected accordingly. If a Tenderer has not entered a price for an item or work set out in the Form of Tender, he shall, unless he has specifically stated otherwise in his Tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said item or work and, unless agreed by the Owner, no increase shall be made in the Total Tender Price on account of such omission.

#### **6.0 Tender Form**

- 6.1** All Tenders shall be upon the blank Form of Tender enclosed and be signed by the Tenderer with his business address and place of residence. All blank spaces which pertain to the Tender submitted shall be filled in by typewriter, or legible printing in ink, except signatures, which must be handwritten.

#### **7.0 Price Submitted**

- 7.1** The amounts stated in the Tender Form shall include the furnishing of all materials, supplies and equipment and the providing of all labour, construction tools and equipment, utility and transportation services necessary to complete all the work required under this Contract whether specifically included in the Contract Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted therefrom which are clearly necessary for the completion of the work or its appurtenances shall be

considered a portion of the work though not directly specified and/or shown or called for on the Drawings.

## **8.0 Right to Accept or Reject Tenders**

Bidders are advised that:

- The lowest, any or any particular bid will not necessarily be accepted.
- The criteria to be considered by the owner in awarding the contract may include a combination of price, scheduling, expertise, qualifications and such other conditions as may be determined by the owner to be in its own best interests.
- Additions, alterations, deletions or other irregularities in the bid form may, but will not necessarily, result in the owner's rejection of the bid.
- The bidder acknowledges that it shall have no claim against, or entitlement to damages from, the owner by reason of the owner's rejection of its bid or of all bids.

## **9.0 Sales Tax**

Harmonized Sales Tax (HST) shall be included in the Tender Price and shall be clearly indicated on any invoices submitted to the City.

### **A. 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.

### **B. 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:

- a. A specific description of each act or omission alleged to have materially breached the procurement process;
- b. A specific identification of the provision in the solicitation or procurement procedure

- that is alleged to have been breached;
- c. A precise statement of the relevant facts;
  - d. An identification of the issues to be resolved;
  - e. The Bidder's arguments, including any relevant supporting documentation; and
  - f. 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 cancelling the solicitation.

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:

- a. 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
- b. 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.



**Tender Form**

**Utility Vehicle (4x4 Side-by-Side)**

**TO THE:**

**City of Summerside  
275 Fitzroy Street,  
Summerside, PE C1N 1H9**

\_\_\_\_\_ (Name of Tenderer)  
having carefully examined the site of the proposed works and all documents relating thereto, including the Form of Tender, Information for Tenderers, General Conditions, Specifications, Drawings, accept and agree to the same as forming part and parcel of the Contract for the work described in these documents, and we the undersigned:

hereby tender and offer, in accordance with the said documents, to enter into a Contract with the City of Summerside, defined as the Owner, within the time prescribed, to furnish all materials, labour, equipment, matters and things, and to do all work necessary to construct, complete and ready for use within the time stated, in strict accordance with the documents pertaining to the said Contract for the total sum of \_\_\_\_\_ Dollars ( ) or such other sum as may be ascertained in accordance with the Contract. The aforesaid sum is made up as stated in appended Tender Price Breakdown forming part of this Tender, and includes the Harmonized Sales Tax, where applicable.

IN SUBMITTING THIS TENDER, we recognize the right to the Owner to accept any tender at the prices submitted, or to reject all tenders.

Yours truly,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## **Utility Vehicle (4x4 Side-by-Side)**

The tender submission should be based on the outlined specifications.

Delivery of the completed vehicle shall be F.O.B. Summerside Fire Department ASAP.

Note: Pricing provided shall be held firm for a maximum of thirty (30) calendar days.

### **1. Price Submitted**

The amounts stated in the Tender Form shall include the furnishing of all materials, supplies and equipment and the providing of all labour, construction tools and equipment, utility, and transportation services necessary to complete all the work required under this Contract whether specifically included in the Contract Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted therefrom which are clearly necessary for the completion of the work or its appurtenances shall be considered a portion of the work though not directly specified and/or shown or called for on the Drawings.

### **2. Sales Tax**

Harmonized Sales Tax (HST) shall be included in the Tender Price and shall be clearly indicated on any invoices submitted to the City.

### **Specifications:**

- 4-wheel drive
- Diesel (25 HP)
- Hydraulic Transmission (No Belts)
- Two forward speeds
- Heavy duty skid plates on underside
- Hydrostatic power steering
- Minimum of 16 cubic feet of cargo space
- Dumping cargo box
- Four-person seating (converts to two)
- Canopy top
- Tempered glass windshield
- Wiper
- Trailer hitch
- Turn signal / Hazard light kit
- Back-up alarm
- Spray in bedliner
- 25 x 10 - 12 HDWS tire steel wheel
- Towing capacity = 1300 lbs (590 kgs)