



TENDER NO. 2024 Credit Union Place
New Installation of Dehumidification Units

THE CITY OF SUMMERSIDE

INVITATION TO TENDER

TENDER NO. 2024 Dehumidification Units in Pool
Changerooms

Sealed Tenders marked "2024 Dehumidification Units in Pool Changerooms " will be received at Summerside City Hall, Tender Box, 1st Floor, 275 Fitzroy Street, Summerside, PEI, CIN IH9 up until 12:59:59 pm AST, April 19th, 2024, for the supply, install, and commissioning of Dehumidification Units in each of the Credit Union Place Aquatic Centers (3) three changerooms.

Project Timeline

| | |
|------------------------|---|
| Tender Closing Date | 12:59:59pm, AST April 19 th , 2024 |
| Anticipated Award Date | April 26 th , 2024 |
| Anticipated Start Date | May 31 th , 2024 |

Tender documents are available from:

The City of Summerside
 Credit Union Place
 511 Notre Dame Street, Summerside, PE
 Contact: Adam Blacquiere
 Phone: 902-786-6765
 Email: adam.blacquiere@city.summerside.pe.ca

Tenders will be opened in the Finance Board Room (1st floor) immediately after the closing hour of this Tender, at which time interested parties, may be present if so desired. Note, the lowest price is not necessarily the determining factor.

INFORMATION FOR BIDDERS
TENDER NO. 2024 Dehumidification Units in Pool
Changerooms
SPECIFICATIONS
CITY OF SUMMERSIDE, PE

TO: DEALERS BIDDING ON ENCLOSED SPECIFICATIONS

This letter is intended to clarify the intent of the City with regards to the proposed project.

1. Sealed bids shall be on the "Tender" form supplied by the City and shall be in accordance with specifications on file in the office of the Purchasing Agent. The tender price is to remain open for acceptance by the City for a period of 60 days from date of tender. Bid price to exclude the taxes (HST).
2. Each bid submitted, as a result of this tender call, is to be accompanied by a bid bond deposit in the form of a certified cheque, bank draft or money order, made payable to the City of Summerside and in the amount of 10% of contract. The City, as a bid performance surety, will retain the deposit from the successful bidder. The deposit of the three lowest Tenders will be retained until a Contract has been signed, and any necessary bonds/cheques furnished to the satisfaction of the Engineer and Owner. No interest will be paid on any Tender deposit. All other deposits shall be returned by mail unless otherwise requested by the Tenderer.
3. **Withdrawal or Qualifying of Tenders:** 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. Any 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. 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.
4. Failure on the part of the vendor to supply the item(s) awarded to them in accordance with the terms, conditions, and specifications of the tender or by the date stated by

them for delivery, may result in forfeiture in whole or in part of the performance surety as follows:

- a) Vendors who do not deliver as specified above, may be charged an amount of \$1000.00 per calendar day for every day past the stated substantial completion date it takes the vendor to comply with the tender terms, conditions, or specifications.
 - b) Result of delays in compliance, or for late completion, the greater of \$1000.00 per day or direct costs, determined on a daily basis, will be deducted from the deposit.
5. Contractors who anticipate problems or delays are advised to communicate their concerns to the Owner. This information will assist the City in determining a course of action but may not mitigate the contractor's responsibility or financial obligations.
 5. Terms of payment are net 60 days, unless a discount for early payment is offered.
 6. In case of tie low bids, the City reserves the right to use the most expedient means available to arrive at an award.
 7. The City of Summerside reserves the right at anytime to inspect additions or modifications to tender prior to tender close.
 8. ALL QUESTIONS RELATED TO THIS TENDER ARE TO BE DIRECTED TO: Adam Blacchiere, Facilities Supervisor, 902-786-6765
 9. TENDERS RECEIVED BY FAX OR EMAIL WILL NOT BE ACCEPTED.
 10. LATE TENDERS WILL NOT BE ACCEPTED
 11. The City of Summerside does not limit itself to accepting the lowest of any tender but reserves the right to award this bid in any manner deemed to be in the City's best interest.
 12. ADVISORY/ADDENDUM

Periodically, the City of Summerside may be required to issue notification of changes or corrections to a bid document. Normally these notifications will have direct bearing on the cost of a project and will influence the way the project is bid. Therefore, it is

important that the city have assurances that contractors in-fact received the notification.

Addendums are either faxed, mailed, e-mailed or hand delivered. Each addendum contains a notification which requires bidders to sign and include the addendum with their tender bid.

Failure to comply with the instructions on an addendum will result in rejection of the tender, regardless of whether the changes noted in the addendum are included in the tender or not.

13. BIDDER'S RESPONSIBILITY

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

13.2 To examine all the components of the Tender Call, including all appendices, forms, and addenda.

13.3 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 <http://www.summerside.ca>

14. 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.

INSURANCE

Proof of Insurance; certified copies of the required insurance, as mentioned, must be presented to the City at the time of signing of the contract and shall be subject to the City's approval for adequacy of protection. Approval by the City of any policy filed by the Contractor shall in no way relieve the Contractor of its obligation to provide the insurance referred to in the contract, nor shall it imply that the policies are in accord with the terms of this agreement. The Contractor shall require and ensure that each subcontractor maintain liability insurances comparable to that required above.

The contractor will need to be in good standing with the Worker's Compensation Board of PEI and provide a clearance certificate prior to work being started.

15. ACCEPTANCE OR REJECTION OF TENDER

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

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.
- 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.

- 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.
- 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.
- 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.

16. 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.

17. 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 specific description of each act or omission alleged to have materially breached the procurement process.
- A specific identification of the provision in the solicitation or procurement procedure that is alleged to have been breached.
- A precise statement of the relevant facts.
- An identification of the issues to be resolved.
- The Bidder's arguments, including any relevant supporting documentation; and

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

CITY OF SUMMERSIDE
TENDER NO. 2024 Dehumidification Units in Pool Changerooms
FORM OF AGREEMENT

PROJECT: Credit Union Place 2024 Dehumidification Units in Pool Changerooms

1. GENERAL

- a. The undersigned tenderer (hereinafter called the “Contractor” hereby offers to the City of Summerside (hereinafter called the “Owner”) to furnish all necessary tools, plant, services, materials, and labour to execute and complete in a careful and workmanlike manner the work set out under Project Replacement of Commercial Vanities.

The Contractor agrees:

- .1 To complete the work by the date indicated on the instructions to Bidders.
- .2 That this Form of Agreement supersedes and cancels all communication, negotiations, and agreements relating to the work other than contained in the completed tender.
- .3 To use all suppliers and sub-contractors indicated on their tender unless prior approval is received from the Engineer to make a change.

2. ADDENDA

- a) The following addenda are included in this contract:

3. CONTRACT PRICE

- a. The Contract Price (the lump sum referred to in Clause 1) which excludes value added taxes is:

- b. Value added (HST of 15%) payable by the Owner to the Contractor is:

- c. Total amount payable by to the Contractor for the construction work is:

4. CORRESPONDENCE

- a. The Owner, Consultant, and Contractor may be contacted in writing at the addresses below:

Owner
City of Summerside
C/O Adam Blacquiere, Facility Supervisor
City of Summerside
511 Notre Dame
Summerside, PE C1N 1T2

Contractor



CITY OF SUMMERSIDE
TENDER NO. 2024 New Installation of Dehumidification Units
TENDER FORM

TENDER
SUBMITTED BY: _____
ADDRESS: _____
PHONE: _____
FAX: _____
DATE: _____

FOR: Credit Union Place 2024 New Installation of Dehumidification Units
TO: The City of Summerside
Credit Union Place
511 Notre Dame Street, Summerside, PE

We hereby offer to furnish all materials, plant, and labour necessary for the full and proper completion of:

Credit Union Place 2024 New Installation of Dehumidification Units

INCLUDING all prime cost allowances, or other taxes in force at this date and **excluding HST**; but not including any additional or deductible allowance or taxes which may be applicable after this date, and which shall be payable by or to the Owner, in accordance with the above-mentioned documents, for the sum of:

_____ Dollars (\$ _____)
in lawful money of Canada.

In submitting this tender, we recognize the necessity to complete the information requested on any appendices, as well as the right of the Owner to accept any tender at the price submitted on the condition that revised tenders will not be called for if minor changes are made.

In the event of this tender being accepted within thirty (30) days of the time stated for the closing of tenders, and our failing or declining to enter into a contract, then our bid deposit shall be forfeited to the Owner in lieu of any damages which they may suffer by reason of our failure or refusal to enter into such a contract.

In the event of our tender not being accepted within thirty (30) days of the time stated for the closing of tenders, the bid deposit will be returned to us forthwith unless a satisfactory arrangement is made with us covering its retention for a further stated period.

This tender includes the following addenda:

| <u>Addendum #</u> | <u>Date</u> | <u>Initial</u> |
|-------------------|-------------|----------------|
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| | | |
| | | |

Prior to signing the Contract, the Contractor is to provide Sub-trade labour rates to substantiate actual labour costs and wage levies for extra work completed by change order.

If we are notified of the acceptance of this tender within the above specified time we will:

- Enter into a formal contract agreement with the Owner.
- Furnish a general analysis of the contract sum, the total aggregating the amount of our tender.
- Provide a Construction Schedule and complete the entire work on or before the dates stated.

Our tender includes the following sub-contractors and suppliers. Own forces may be used.

Submitted by (Name of Bidder) _____

Authorized Signature _____