

INVITATION TO TENDER

PCSP-FD-2019-008

PURCHASE OF ONE (1) New 2019 Pickup Truck (¾ Ton Crew Cab 4x4)

CLOSING DATE: September 13, 2019, 2:00 P.M. NST

OPENING DATE: September 13, 2019, 2:00 P.M. NST



## **TOWN OF PORTUGAL COVE-ST. PHILIP'S TENDER/BID DOCUMENTS**

### **1.0 STANDARD TERMS & CONDITIONS**

1. The goods and/or services described in these Tender/Bid Documents and any subsequent contract are subject to the following terms and conditions and the bidder agrees to be bound by and comply with all such terms and conditions.
2. These standard terms and conditions are meant to supplement but not supersede the terms and conditions of any Tender/Bid Documents, contract or agreement. In the event of conflict or inconsistency, the terms and conditions of the Tender/Bid Documents, contract or agreement will govern.
3. These instructions, the specifications, terms and conditions of the Tender/Bid Documents are intended to bind the successful bidder and the Town of Portugal Cove-St. Philip's (the "Town"). All such terms and conditions are deemed material and cannot be varied, altered or changed by implication, waiver or any means, other than the express written agreement signed by both parties. With submission of a bid, the contract shall be solely enforced and executed as per the terms and conditions, clauses and specifications in the bid documents. Any counter offers or changes of terms proposed by the bidder are hereby rejected, unless specifically agreed to in writing by the Town.

### **2.0 GENERAL INSTRUCTIONS TO BIDDERS**

1. The Town of Portugal Cove-St. Philip's reserves the right to cancel this solicitation at any time. The lowest, or highest ranking, or any bid may not necessarily be accepted.
2. The evaluation is based on the ability to meet terms, conditions and specifications.
3. Tenders are to be submitted in a sealed envelope and clearly marked:

**Tender PCSP-FD-2019-008– One (1) New 2019 Pickup Truck (¾ Ton Crew Cab 4x4)**

Addressed to:

**Office of the Fire Chief  
Town of Portugal Cove-St. Philip's  
1119 Thorburn Road  
Portugal Cove-St. Philip's, NL A1M 1T6**

4. Procurement is subject to trade agreements, if applicable
5. The following applies in relation to the disclosure of information:
  - The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
  - This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015.
  - The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.
6. In order to be accepted, submissions shall be submitted on the Tender/Bid Documents provided by the Town. Specification sheets form part of the Tender/Bid Documents and shall not be removed.
7. The tender must be hand delivered or couriered to the address above. Oral, regular mail, telephoned, faxed or emailed tenders will be rejected unless otherwise indicated in an addendum.
8. Tender will close at 2:00 p.m., on Friday, September 13, 2019 ("Tender Closing Time"). Tenders received after that time will be rejected. Delivery date of the truck will be no later than 60 days after awarding to the successful bidder.
9. The official time for closings shall be Newfoundland Standard Time as recorded by Town staff receiving the document at the Town's main reception desk. It is the bidder's responsibility to ensure that its submission meets the Town's official time deadlines as specified in the tender. Couriers' noted time on deliveries is not official.
10. Public tender opening will take place in Council Chambers at 1119 Thorburn Road at 2:00 p.m., Friday, September 13, 2019 ("Tender Opening") or such later date as determined by the Town and indicated to Bidders by way of addendum.
11. Questions regarding this tender must be directed to the Town Clerk via electronic mail (procurement@pcsp.ca) at least 72 hours prior to the Tender Closing Time with subject line of "QUESTION TENDER PCSP-FD-2019-008, One (1) New 2019 Pickup Truck (¾ Ton Crew Cab 4x4)."



Inquiries will be reviewed and where additional information is required, the Town will issue an addendum which will become part of the tender documents.

12. The Town of Portugal Cove-St. Philip's will not reimburse any Bidder for any expenses incurred in the preparation and submission of its tender.
13. The Bidder shall fill in all applicable spaces in the Tender/Bid Documents and shall have the tender forms executed by properly designated signing officers of its company or firm.
14. All bids must be typed or legibly drafted and submitted on the Tender/Bid Documents only. Specification sheets form part of the Tender/Bid Documents and shall not be removed.
15. All costs are to be quoted including shipping to a Town-owned facility or as outlined in the Special Instructions or Specification. All shipping and delivery costs shall be at the expense of the bidder.
16. Unless otherwise requested by the Town or noted in the Tender/Bid Documents, all prices are to be listed in Canadian dollars.
17. The applicable Harmonized Sales Tax (HST) will be added to the prices quoted in the Tender Summary Purchase Sheet and is to be calculated and shown on the Tender Form as a separate item.
18. It is the responsibility of the Bidder to ensure quotations include all expenses, permits and other charges required to supply the goods and services unless otherwise specified in the tender. The successful Bidder shall comply with all Federal, Provincial and Municipal legislation.
19. Tenders which are incomplete or which have been altered in any way, including the making of additions, conditions, deletions or any other qualifications, may be rejected by the Town.
20. Any bid is an irrevocable offer and shall be valid and may not be withdrawn for a period of ninety (90) days following the Tender Closing Time.
21. The Town does not bind itself to accept the lowest or any tender. The Town reserves the right to accept or reject any or all bids or to accept any bid or portion thereof at its sole discretion.
22. The Town may seek clarification from and verify any or all information provided by a Bidder in its tender.



23. The Town will acknowledge acceptance of the successful tender bid in the form of a Tender Letter of Acceptance. The Tender Letter of Acceptance together with the Tender/Bid Documents shall constitute a contract binding on both parties.
24. Properly documented amendments to tender submissions by Bidders will be permitted up to the Tender Closing Time. Amendments must be submitted either in person or via courier. It is the responsibility of the Bidder to confirm receipt of the amendment.
25. Bids may be withdrawn without penalty if request is received prior to the Tender Closing Time. Requests for withdrawal can be made either by telephone or email to the Town Clerk. It is the responsibility of the Bidder to confirm receipt of the withdrawal request.
26. The Town reserves the right to cancel the call for tenders at any stage of the tendering process, including prior to the Tender Closing Date or after the Tender Opening. The Town shall not be responsible, in any manner, for expenses incurred by the bidder for preparing a submission.

### **3.0 GENERAL CONDITIONS**

1. Any deviations from specifications **must** be noted in the Specify column on the Specifications form. The acceptance of any substitution with respect to specifications shall be at the sole discretion of the Town and the Town's decision with respect to this acceptance shall be final.
2. The Town reserves the right to inspect any material, service or goods which are ordered as a result of this tender and shall be the sole judge as to the acceptability of the goods and/or service to meet the needs of the Town and fulfill the requirements as specified.
3. The successful Bidder shall not assign or subcontract the contract or any part thereof without the prior written consent of the Town. Approval may be withheld by the Town at its sole discretion or may be given subject to such terms and conditions at the Town may impose.
4. Where there is question of general interpretation of these specifications, terms and conditions, the decision of the Town shall be final and binding.
5. Bidders are to ensure they understand the expected use for the requested product or service and submit their bid accordingly. Bidders will be deemed to have familiarized themselves with the existing conditions which may affect performance of required goods and/or services. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.

6. Units supplied will conform to all safety regulatory agencies applicable to Canada and the province of Newfoundland and Labrador.
7. The warranty period given by the Bidder will be taken into consideration before awarding the tender. The Bidder shall attach a copy of each equipment warranty to its tender. Failure to attach the warranty may invalidate the tender.
8. Time is of the essence and the successful bidder shall deliver the goods and/or services contemplated by the tender in strict accordance with the delivery date, quantity and the requirements as specified in the Tender/Bid Documents.
9. Where a delivery date is stated, delivery by such date is regarded as the essence of the Contract. Failure on the part of the successful Bidder to complete by the stated delivery date will entitle the Town to any one or combination of the following remedies:
  - a. Cancel the order without incurring or being liable for any costs, fees, charges or sub charges of any kind whatsoever;
  - b. Reassign the contract and charge the original successful bidder with all incremental costs involved; or
  - c. Other remedy as specified in the tender.
10. The Town assumes no responsibility for any oral instructions or suggestions. Correspondence related to this tender must be directed to the Town Clerk. Statements made by other persons, Town staff or not, will have no consequence.
11. The Town makes no guarantee of the value or volume of goods or work to be assigned to the successful bidder. The tender is not an exclusive contract for the provision of the goods and/or services listed. The Town may contract with others for the same or similar goods and/or services to those described or may obtain the same or similar internally.
12. The Contract is to be construed and governed by the laws of the province of Newfoundland and Labrador.
13. Failure by the successful bidder to provide the equipment and/or service in accordance with the Tender Specifications and the Contract and/or failure of its operators to perform the required work pursuant to the Tender Specifications, the Town shall have the right to terminate the Contract immediately and unilaterally.
14. Any equipment supplied to the Town pursuant to the Tender Specifications or the Contract shall be in compliance with all applicable Federal, Provincial and Municipal legislation.

15. The successful bidder warrants that the shipping and handling of designated products and/or hazardous materials will be made in accordance with the applicable Federal, Provincial and Municipal legislation at the time of shipment.
16. Successful bidders are responsible for adherence to all Canada Customs rules and regulations. Any and all errors and/or omissions which become apparent which result in penalties to the Town will result in the deduction for the value of those penalties from the successful bidder's invoice(s) so as to recover the Town's losses.
17. Delivered goods and services are to be in accordance with the quantity and the requirements as specified in the tender and any attached specifications and are subject to inspection and approval, following delivery for a period of not less than sixty (60) days, notwithstanding prior payment. In the event of any discrepancy of the order or if the goods are rejected by the Town, in its sole discretion, the Town is entitled to return such goods at the successful bidder's expense and the successful bidder shall credit the Town accordingly within fifteen (15) days of return of the goods.
18. The successful bidder represents warrants and covenants that the delivered goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right.
19. The successful bidder represents, warrants and covenants that the goods are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all manufacturer and Town specifications and are fit for their ordinary purposes, unless the Town has made a particular purpose known to the successful bidder, in which event the goods are fit for that particular purpose as well.
20. The successful bidder warrants that all electrical and electronic components and equipment supplied under this Order shall be approved in accordance with the Canadian Electrical Code and must be certified so the intended use of the equipment in Canada is certified by an organization accredited to the Standards Council of Canada Act.
21. In the event of any breach of warranty at law or pursuant to the tender by the successful bidder, at any time during the one year warranty period or manufacturer's warranty, whichever is longer, the successful bidder shall, at the Town's option, repair or replace the goods with an equivalent or better product at no additional cost to the Town within fifteen (15) days of the Town's notification to do so.
22. Delivery date of the truck will be no later than 60 after awarding to the successful bidder. Upon delivery of the product, the supplier shall obtain a signature/proof of delivery, of which a copy shall accompany the invoice.



23. The bidder must be a manufacturer, a factory branch or an agent engaged in the business of selling, dealing in and servicing the equipment bid upon and must maintain a reasonable stock of parts, services to be provided upon request.
24. Bid must be accompanied with full descriptive literature and specifications on unit(s) quoted.
25. A copy of equipment warranty shall be attached to each Bid Form by the bidder.



#### 4.0 SPECIFICATIONS

Bidders are to indicate whether the specification can be met by checking "Yes" or "No". "Yes" indicates the specification is met as identified. "No" indicates the specification cannot be met as identified. If the Bidder is proposing a deviation from the specification, the deviation **must** be detailed in the Specify column adjacent to each specification. Where the Town requires detailed information on a specification, a request for additional information will be noted under the Specify column and bidders are required to complete. Any equipment supplied against this tender is subject to inspection upon receipt and may be rejected and returned at the supplier's expense if specifications are not met.

SPECIFICATION	YES	NO	SPECIFY
1. Required General			
a. Unit to be a new, 2019 ¾ Ton 4x4 pickup or newer model year, current series truck with less than 100 kms on the speedometer.			
b. Gas			
c. 4x4 equipped			
d. Crew cab			
e. 8 foot box			
f. Tow package			
g. Bidders must be a factory authorized full-service dealership or service center located within the St. John's Metropolitan Area. Dealerships and service centers must provide a fully stocked original equipment manufacturer ("OEM") parts and OEM service departments with OEM trained service technicians specifically trained on the make and model of equipment specified in this tender submission.			
h. Parts <u>shall have a local vendor.</u>			Location: _____
i. The truck shall be furnished complete and ready for use. All parts not specifically mentioned, but which are required to complete and place the unit into successful operation, shall be furnished as though specifically mentioned in these specifications. The complete unit, and all parts thereof, shall conform in strength and quality of material and workmanship, to the best standards and engineering practice of			

SPECIFICATION	YES	NO	SPECIFY
the industry.			
j. It will be the responsibility of the Bidder to inform the customer of any deficiencies in these specifications, for under this contract the vendor shall be held responsible for the design, performance, reliability and satisfactory operational function of the unit provided.			
<b>2. Chassis</b>			
a. GVWR Minimum of 4,300 kg			
b. Vehicle wheels and tires shall be/have:			
i. Steel			
ii. Radial tires as per OEM			
iii. One (1) matching full size spare tire and rim			
iv. Four (4) winter tires on rims included wheel base min 153.7"			
c. Vehicle suspension shall be/have:			
i. HD front gas shocks			
ii. HD rear gas shocks			
d. Front springs shall be/have:			
i. Coil or leaf or torsion bar			
e. Rear springs shall be/have:			
i. Leaf			
f. Front brakes shall be/have:			
i. Vented disc			
ii. Power			
iii. ABS			
g. Rear brakes shall be/have:			
i. Vented disc			
ii. Power			
iii. ABS			
iv. ATC			
h. Front Axle Capacity Minimum 2,100 kgs			State _____ Capacity: _____
i. Rear Axle Capacity Minimum 2,800 kgs			State _____ Capacity: _____
j. Gear ratio			State Ratio: _____
k. Exhaust system shall be/have:			
i. Canadian & Newfoundland emissions compliant			
l. Steering shall be/have:			
i. Power			

SPECIFICATION	YES	NO	SPECIFY
ii. Tilt			
m. Recovery Hooks			
3. Engine			
a. Gas engine			State Engine Model: _____
b. Horsepower: Minimum 360 HP			State: _____ HP@ _____ RPM
c. Torque: Minimum 380 lb-ft			State: _____ HP@ _____ RPM
d. Vehicle engine shall be/have:			
i. Full flow spin on oil filter			
ii. Replaceable dry type air filter			
iii. Fuel filter			
iv. Long life coolant to -40°C			
v. HD radiator with cooling tanks for engine oil and transmission oil			
vi. Engine block heater minimum 110V, 1000-watt.			
e. Specify engine warranty included with tender quote			Specify Warranty: _____
4. Transmission (heavy duty)			
a. 5 speed automatic transmission or greater			
b. 4x4 Drive			
c. Synthetic oil			
5. Electrical			
a. Vehicle electrical shall be/have:			
i. 12 VDC			
ii. Alternator rated @ 150A minimum			
iii. Minimum Battery CCA: 720A			
iv. OEM lighting			
v. Vehicle OEM wiring and Trailer wiring			
vi. Cab marker lights (LED acceptable)			
vii. Daytime running lights			
6. Cab Interior			
a. Vehicle shall be/have:			
i. AM/FM radio			
ii. Air Conditioning			
iii. RH & LH sun visors			
iv. All weather floor mat			
v. RH side assist handle			
vi. OEM standard dash instrumentation			
vii. Interior cab lighting			

SPECIFICATION	YES	NO	SPECIFY
viii. 12VDC power outlet			
ix. USB outlet			
x. Heater & defroster with L, M, H settings			
xi. Pulsed wipers and window wash			
xii. Key start			
xiii. Two (2) sets of keys/fobs			
xiv. Glove compartment			
xv. Dark cloth or vinyl			
xvi. Electric horn			
xvii. Power windows			
xviii. Bluetooth			
xix. Safety seat and shoulder belts			
xx. Integrated trailer brake controller			
<b>7. Cab Exterior</b>			
a. Vehicle shall be/have:			
i. RH & LH heated trailering type mirrors			
ii. Standard grill			
iii. Front & rear bumpers			
iv. Bed Liner Factory Spray-in			
v. Front and rear molded splash guard			
<b>8. Paint &amp; Exterior Signage</b>			
a. Primer Coat: applied as per manufacturers specifications for severe service			
b. Top Coat:			
i. Cab & box – Two tone color, to be painted white over red. Top of cab and bonnet shall be white with a break line just below the window level of doors. Remainder to be fire red or equivalent.			
ii. Under coated			
iii. Due to garage storage restrictions, the maximum height of the vehicle (measured from the ground to the highest point on the cab roof) <b>shall not exceed 77 inches.</b>			

SPECIFICATION	YES	NO	SPECIFY
9. Lighting			
a. Lighting shall conform to the province of Newfoundland and Labrador's Motor Vehicle Act.			
10. Cargo Bed Cap			
a. Full length <b>ARE, Model DCU Max</b> cargo cap, aluminum construction, or equal. Height of cap shall not exceed the height of the cab roof. Double opening rear doors. 2 full length exterior storage compartments, driver's side and passenger side. Interior of the cap shall be fully skinned including the rear doors and exterior compartment doors. LED strip lighting shall be provided for the interior compartment and the exterior storage compartments c/w prop switches. Cap shall be white in color & installed.			
11. Cargo Bed Slide			
a. Full length cargo slide, model CGOCE9548C15, or equal. Minimum cargo capacity of 1500 lbs. Slide shall be installed.			
12. Delivery			
a. Delivery date of the truck will be no later than 60 days after award to the successful bidder			

Request for equivalency must be submitted on or before four (4) working days prior to Tender Closing Time to be considered, an equivalent must meet or exceed the specified unit.



**NEW VEHICLE/EQUIPMENT INFORMATION SHEET  
TOWN OF PORTUGAL COVE-ST. PHILIP'S**

SUPPLIER				TENDER #			PO #			PURCHASE PRICE		
<b>NEW VEHICLE/EQUIPMENT INFORMATION</b>												
MODEL YEAR				MAKE			MODEL					
<b>ENGINE</b>				<b>TRANSMISSION</b>			<b>AXLES/WEIGHTS</b>			<b>ATTACHMENTS</b>		
MAKE				TYPE	AUTO	MAN	DRIVE TRAIN TYPE			FRONT		
MODEL				MAKE			DIFFERENTIAL MAKE					
SERIAL #				MODEL #			DIFFERENTIAL MODEL			REAR		
TYPE	G	D	P	FLUID CAPACITIES			DIFFERENTIAL AXLE RATIO					
				ENGINE OIL (L)								
# OF CYLS	4	6	8				FRONT AXLE CAPACITY (KG)					
										METER TYPE		
DISPLACEMENT (L)				COOLANT (L)			REAR AXLE CAPACITY (KG)			KM	MI	HR
HORSEPOWER (KW)				TRANSMISSION (L)			FRONT TIRE SIZE			READING		
TORQUE (NM)				FUEL TANK (L)			REAR TIRE SIZE					



THIS FORM **MUST** BE COMPLETED BY THE DEALER FOR UNIT SUPPLIED AND PRESENTED UPON DELIVERY

**SUMMARY PURCHASE SHEET FOR  
ONE (1) New 2019 Pickup Truck (¾ Ton Crew Cab 4x4)**

TRUCK, FULLY EQUIPPED		\$
HST TAX		\$
TOTAL PURCHASE PRICE		\$

AFTER HAVING READ THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS TENDER, I/WE (NAME OF FIRM) \_\_\_\_\_ GUARANTEE DELIVERY TO THE TOWN OF PORTUGAL COVE-ST. PHILIP'S ON \_\_\_\_\_, TO BE KNOWN AS THE DELIVERY DATE. (SPECIFY DATE)

**SIGNING OF TENDER BID**

COMPANY NAME	
ADDRESS	
TELEPHONE #	
FAX NUMBER	
CONTACT NAME	
CONTACT EMAIL	

AUTHORIZED SIGNATURE	WITNESS SIGNATURE
PRINTED NAME	PRINTED NAME
DATE	DATE