



Cypress County

REQUEST FOR TENDER

CC23-0004

**TENDER FOR TWO (2) NEW 2023 4WD CREW CAB
3/4 TON PICKUP TRUCKS WITH 8ft BOXES
For Delivery Not Before July 2023**

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**SEALED TENDERS WILL BE RECEIVED UNTIL:
March 24, 2023 – 2pm MST**

FLEET AND PURCHASING FOREMAN:

Trevor Schmaltz

Phone: (402) 526-2888

Fax: (402) 526-8958

Email: purchasing@cypress.ab.ca

INSTRUCTIONS TO TENDERERS

1 BACKGROUND

Cypress County (the “County”) is seeking tenders for **TENDER FOR TWO (2) NEW 2023 4WD CREW CAB 3/4 TON PICKUP TRUCKS WITH 8ft BOXES**

- 1.1 as more particularly set out in Appendix “A” attached to these Instructions to Tenderers. The County will receive sealed tenders until **2pm MST on March 24, 2023**. Faxed tenders will not be accepted and will be returned to the Tenderer.

2 SUBMISSION OF TENDERS

- 2.1 Each Tender shall be addressed to the County in a sealed envelope clearly marked with the Tenderer’s name, address and tender number. The sealed envelope containing the Tender shall be delivered before the Tender Closing to the County in accordance with the Invitation to Tender and the Instructions to Tenderers at:

Cypress County
816 2nd Ave
Dunmore, AB T1B 0K3
Attention: Trevor Schmaltz

- 2.2 In the event of a dispute or issue about whether or not a tender complies with the Instructions to Tenderers, the County reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute an admission by the County as to the compliance, or not, of the subject tender.

3 TENDER FORM

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be written in words as well as figures, and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the “Tender Sum”). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.
- 3.2 Notwithstanding the foregoing, the County shall be entitled to accept a Tender in such form as the County in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial substantial nature, or whether the Tender is noncompliant in a trivial substantial manner.
- 3.3 The County shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof

will be resolved in favor of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favor of the post Tender Closing submission.

- 3.4 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and actually received by Trevor Schmaltz of the County prior to the Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the address for the County in the Invitation to Tender within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

4 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 4.1 All documents submitted to the County will be subject to the protection and disclosure provisions of Alberta's *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the County's custody or control. It also prohibits the County from disclosing the Tenderer's personal or business information where disclosure would be harmful to the Tenderer's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under FOIP.

5 TENDER DOCUMENTS

- 5.1 The documents for the Tender are:

- Invitation to Tender
- Instructions to Tenderers
- Appendices as follows: A
(hereinafter collectively referred to as the "Tender Documents")

By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

6 VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS

- 6.1 The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the County at least 10 calendar days prior to the Tender Closing. Where necessary the County shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.
- 6.2 Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 10 calendar days prior to the Tender Closing, the County shall be the sole judge as to the intent of the Tender Documents.
- 6.3 No implied obligation of any kind by or on behalf of the County shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender

Documents and made by the County, are and shall be the only covenants and agreements that apply.

- 6.4 Without limiting the generality of Article 6.2, the Tender Documents supersede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

7 ADDENDA

- 7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Tenderer, and the cost for doing the work therein shall be included in the Tender Sum. Verbal representations shall not be binding on the County nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to the person identified in Article 2.1 of the Instructions to Tenderers.

8 TENDER

- 8.1 Tenderers submitting Tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 8.2 Each Tenderer shall review the Tender Documents provided by the County and confirm that it is in possession of a full set of Tender Documents when preparing its Tender.
- 8.3 Tenders shall be properly executed in full compliance with the following requirements:
- 8.3.1 The signatures of persons executing the Tender must be in their respective handwriting; and
 - 8.3.2 If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
 - 8.3.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
 - 8.3.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or
 - 8.3.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
- 8.4 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract on behalf of their principals.

The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

9 PRIME COST AND CONTINGENCY SUMS

9.1 The Tenderer shall include in its Tender Sum any prime cost sums or contingency sums. The Goods and Services Tax shall be shown as a separate amount.

10 TENDER EVALUATION CRITERIA

10.1 Each Tender will be evaluated on the basis of the criteria listed below and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Tender, the Tenderer acknowledges and agrees that the County has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

10.2 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the County to award points in respect of the criteria noted below. The criteria and the maximum number of points for each criteria are as follows:

1. Price	40 points
2. Availability	30 points
3. Specification Accuracy	20 points
4. Parts and Service	10 points
<hr/>	
Total Points	100 points

11 TENDERS EXCEEDING BUDGET

11.1 In addition to the rights contained within Article 11 herein, if the Tender Sum of every Tenderer exceeds the amount the County has budgeted for the Work, the County may reject all Tenders or attempt to negotiate a lower price with the Tenderer who, in the sole and unfettered discretion of the County, has submitted the most advantageous Tender.

11.2 Each Tenderer acknowledges and agrees that the County has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to the County, that the County has no obligation to neither disclose such criteria nor employ the criteria listed outlined in Article 10 Tender Evaluation Criteria.

11.3 By submitting its Tender, each Tenderer waives its right to contest in any action, application, case or legal proceeding in any court, the decision which the County may pursue under Article 11.1 and 11.2 herein.

11.4 If the Tender Sum of every Tenderer exceeds the amount budgeted for the Work and the County negotiates with the Tenderer who has submitted the Tender considered most advantageous to the County:

11.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential;

11.4.2 In particular, the County's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and

11.4.3 The County will not attempt to obtain a lower price for the same work that the Tenderer originally bid on, but may attempt to obtain a lower price for an altered scope of work. In no event will the County be obliged to disclose the amount budgeted for the Work.

12 AGREEMENT ON INTERNAL TRADE AND TRADE, INVESTMENT AND LABOUR MOBILITY AGREEMENT

12.1 The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, ("AIT") and the New West Partnership Trade Agreement ("NWPTA") apply to this Tender.

13 ACCEPTANCE OR REJECTION OF TENDERS

13.1 As it is the purpose of the County to obtain the Tender most suitable and most advantageous to the interests of the County, notwithstanding anything else contained within the Tender Documents, the County reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which

- a) is incomplete, obscure, irregular or unrealistic;
- b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
- c) has erasures or corrections;
- d) omits a price on any one or more items in the Tender;
- e) fails to complete the information required in the Tender;
- f) fails to submit all pertinent information such as warranties or other documents implied by the tender;

may at the County's sole and unfettered discretion be rejected or accepted. Further, a Tender may be rejected or accepted on the basis of the County's unfettered assessment of its best interest, which includes the County's unfettered assessment as to a Tenderer's past work performance for the County or for anyone else or as to a Tenderer's financial capabilities, completion schedule, or ability to perform the Work, or the County's desire to reduce the number of different contractors on the location of the Work at any given time. The County reserves the right to negotiate after Tender Closing time with the Tenderer that the County deems has provided the most advantageous Tender; in no event will the County be required to offer any modified terms to any other Tenderer prior to entering into a Contract with the successful Tenderer and the County shall incur no liability to any other Tenderers as a result of such negotiation or modification.

14 LAW AND FORUM OF TENDER

14.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Alberta and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Alberta and by submitting

Tenders, Tenderers are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

15 ACCEPTANCE PERIOD

15.1 The Tender shall be irrevocable and open for acceptance by the County for the period of time contained in the Invitation to Tender, namely, ninety (90) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is as defined in the Invitation to Tender.

BIDDERS PRE-QUALIFICATION SHEET

*****THIS AREA MUST BE FULLY FILLED OUT. ANY BLANK SPACES OR EXCEPTIONS COULD MEAN THAT THIS BID WILL BE DISQUALIFIED.***

WARRANTY

The complete unit shall have the manufacturers maximum warranty coverage. Please State.

INTENT

As per specifications provided, you are invited to submit pricing and delivery for **TENDER FOR TWO (2) NEW 2023 4WD CREW CAB 3/4 TON PICKUP TRUCKS WITH 8ft BOXES.**

Bidders are to reply to the specifications on the forms supplied. Please include printed dealer spec sheet.

It is the intent that the specifications clearly identify the furnishing and delivery of **TENDER FOR TWO (2) NEW 2023 4WD CREW CAB 3/4 TON PICKUP TRUCKS WITH 8ft BOXES** as specified.

DELIVERY DATE

Delivery date shall be: _____ (_____) days after receipt of order.

WARRANTIES

Shall be in effect at the time of delivery of the completed unit or when special conditions apply.

Please specify:

A representative from the Manufacturer shall provide instructions and operation of the apparatus when the unit is delivered.

Dealer codes where applicable are mandatory. Tenders received without sufficient Dealer Codes will not be accepted.

Tender Number: _____

Tender Title: _____

We, _____
(Company)

of _____
(Business Address)

having examined the Tender Documents as issued by: Cypress County (the "County"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the Tender Documents for the Tender Sum as follows:

1. Sub-Total (excluding GST)	\$ _____
2. Other Charges	\$ _____
3. GST	\$ _____
4. Total	\$ _____

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the Tender Documents.

Appendices to Tender Form:

The information required by the Instructions to Tenderers is provided in the attached Appendices and forms an integral part of this Tender.

- 1.1 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the County to award points in respect of the criteria noted below. The criteria and the maximum number of points for each criteria are as follows:

1. Price	40 points
2. Availability	30 points
3. Specification Accuracy	20 points
4. Parts and Service	10 points
Total Points	100 points

DECLARATIONS:

We hereby acknowledge and declare that:

- (a) we agree to perform the Work in compliance with the required completion schedule stated in the Contract;
- (b) no person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this Tender is made;
- (c) The Tender Security is attached to this Tender. We specifically acknowledge and agree that the Tender Security may be forfeited to the County pursuant to the terms set forth in the Instructions to Tenderers;
- (d) we hereby acknowledge and confirm that the County has the right to accept any tender or to reject any or all tenders in accordance with the Instructions to Tenderers;
- (e) This Tender is open to acceptance for a period of sixty (60) days from the date of Tender Closing.

SIGNATURES:

Signed, sealed and submitted for and on behalf of:

Company:

(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)

(Apply SEAL above)

Signature:

Name & Title:

(Please Print or Type)

Witness:

Dated at _____ **this** _____ **day of** _____ , 20 _____

CYPRESS COUNTY TENDER SPECIFICATIONS

TENDER FOR TWO (2) NEW 2023 4WD CREW CAB 3/4 TON PICKUP TRUCKS WITH 8ft BOXES

***Please Include the Dealer Codes Where Applicable*

	Dealer Code	ADMIN USE
Battery - 12 Volt Manufacturers Maximum CCA Maintenance Free	_____	
Fuel Tank - Manufacturers Maximum (Specify Liters)	_____	
Alternator - Manufacturers Maximum	_____	
Power Mirrors - Exterior, Trailer Towing Style	_____	
Tow Hooks - Quantity Two, Front Mounted	_____	
Windshield Wipers - Intermittent	_____	
Floor Covering - Colour Keyed Rubber (NO CARPET)	_____	
INTERIOR FEATURES		
Deluxe Cloth Hi-Back Seat 40/20/40 Split with Driver Lumbar	_____	
Factory Installed Electronic Brake Control	_____	
Floor Mats - Heavy Duty Rubber – Secured	_____	
Mud Flaps – Front and Rear	_____	
BODY AND CHASSIS		
Gross Vehicle Weight Rating - Manufacturers Maximum	_____	
Shock Absorbers and Springs - Manufacturers Maximum	_____	
Skid Plates - Manufacturers Maximum	_____	
Factory Installed Heavy Duty Trailer Towing Package - Manufacturers Maximum Rated Hidden Hitch	_____	
Full-Length Stainless-Steel Step Bars	_____	
Specify wheelbase	_____	

CYPRESS COUNTY TENDER SPECIFICATIONS

TENDER FOR TWO (2) NEW 2023 4WD CREW CAB 3/4 TON PICKUP TRUCKS WITH 8ft BOXES

***Please Include the Dealer Codes Where Applicable*

POWER TRAIN	Dealer Code	
Limited Slip Axle		
Block Heater - Manufacturers Maximum		
COLOUR SCHEME		
Exterior – Solid Colour, Grey (Metallic)		
Interior - Solid Colour, Grey Cloth		

**** PLEASE INCLUDE A COPY OF THE DEALER BUILD SHEET/SPECS WITH SUBMISSION ****