



TOWN OF SHELBURNE

REQUEST FOR PROPOSAL #03-2021

SUPPLY OF MEDIUM DUTY COMMERCIAL PICKUP

CLOSING DATE: MAY 20, 2021

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Overview:

The Corporation of the Town of Shelburne is inviting proposals for the supply of Medium duty (Class 4) with the gross vehicle weight rating (GVWR) ranges from 14001–16000 lb (6351–7257 kg): Full size 4 x 4 2-ton truck with dual rear wheels, regular cab and chassis dump box.

Examples of vehicles in this class include select Ford F-450 trucks, Dodge Ram 4500, and the GMC 4500.

The Town is interested in additional pricing for a compatible plow and sanding component for this vehicle and have included a request for pricing as a provisional item.

The unit offered must be a current model with the latest standard features available in the manufacturer's design.

The Proponent is to meet or exceed the minimum specifications acceptable by the Town of Shelburne and in some cases may find it necessary to provide detail with respect to a noted specification to provide further explanation on why their product does or does not satisfy the specification. **Schedule A has a "SPECIFY" column that can be used to further explain the feature with additional details.** In keeping with a transparent and fair evaluation, please list additional feature at the end of these specifications. Where minimums are called for, the equipment must meet or exceed the capacity size and/or performance specified.

The successful proponent shall deliver, to the Town's Public Works Yard, a fully equipped, Medium Duty Multi Purpose 4 x 4 Heavy Duty Pick up with compatible components, to the satisfaction of Jim Moss, Director of Development & Operations by 30th June 2021 or an alternative date, mutually agreed upon by both parties.

All Unit Bid Prices are to include the following, 2021 4 x 4 2-ton Heavy Duty Pickup with Chassis and Dump Box with accessories plus Plow/Sander component (provisional) as specified herein in full conformity with the Town's specifications and Applicable H.S.T. (13 %).

PROPOSAL REQUIREMENTS:

DATE AND PLACE FOR RECEIVING SUBMISSIONS:

Request for Quotation submissions must include Schedule A and B. Request for Quotations to be addressed by email only to Carey Holmes, Treasurer at cholmes@shelburne.ca with the subject line clearly stating RFP 03-2021 Submission.

Emails must be sent no later than **3:00 p.m. (15:00 hours) local time**, on the specified closing date; **Thursday, May 20, 2021**. Late bids will not be accepted.

April 22, 2021	Request for Proposal Issued
May 17, 2021 by 4:30 pm <i>(questions & addendums (if any))</i>	Deadline for electronic questions to Municipality jmoss@shelburne.ca from Interested Suppliers; Replies will be circulated to all Suppliers; Addendums (if necessary) will be the responsibility of the bidder to download from the town website at shelburne.ca or merx.com
May 20, 2021 (3:00 pm)	Closing date for Proposal Submissions
May 25, 2021	The Municipality will award the Request for Proposal and notify the successful Proponent

2. PROPOSAL FORMAT:

Proposals will not be considered unless:

- Received by date and time specified – **May 20, 2021 – 3:00 pm EST**
- Received signed Tender Form signed by Proponent with authority to binds the Company
- Schedule “A” and Schedule “B”
- Company Profile including Certifications and Accreditations along with relevant experience
- References of similar projects from previous/existing Vendors.
- Copy of Contractor’s current insurance certificates.
- WSIB clearance certificate.

3. PROPOSAL EVALUATION CRITERIA:

Proposals will be assessed on the information provided in the proposal. Evaluation will be based upon the following items:

- Price-30%
- Conformity to Specification-30%
- Customer Service and Part Support -20%
- Conformity to Town Fleet-10%
- Value added features or Options-10%

Note: Lowest or Any Proposal not necessarily accepted.

4. WITHDRAWAL OF PROPOSALS:

A Proponent may, without prejudice to himself, withdraw his tender at any time up to twenty-four (24) hours before the time set for the closing of the tender. Such withdrawal shall be made in writing and be received by the Town within the specified time. The Proponent who has withdrawn their proposal may submit a new Proposal but must be received by the Town on or before the closing date and time. After closing, the Proposals are final and binding on the Proponent.

5. TOWN'S RIGHT TO ACCEPT OR REJECT:

The Town of Shelburne reserve the right to reject any proposal, even if that proposal is the lowest in dollar amounts and may award the contract to the Proponent that the evaluation team finds the most appropriate. The Town will not be liable for any incurred costs that may arise from submitting the proposal.

It is not the intention of the Town to award this RFP to any Supplier who does not furnish satisfactory evidence that he/she has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to prosecute and complete the same successfully, and to complete it in the time stated in this Tender. It will be the Supplier's responsibility to clarify any details in questions before submitting a proposal. **All questions, technical or otherwise, pertaining to this Request for Proposal should be directed by email only:**

Jim Moss, Director of Development & Operations,
Town of Shelburne
jmoss@shelburne.ca

The Town of Shelburne will not bear any fault for any oral communications. The Town reserves the right to re-tender the Project or potentially negotiate a contract with a suitable Proponent.

Proponents are required to disclose their legal status as to whether they are a Federal, Provincial or Foreign Corporation, a partnership or an individual and to state the names and addresses of the responsible officers or partners as the case may be.

6. DELIVERY DATE:

The Proponent is responsible for providing a firm delivery date. The Town has the expectation of a completed vehicle delivered to the Public Works Yard by **June 30, 2021**.

Included on the tender form submission (Schedule B) is a commitment to confirm the delivery date of finished vehicle.

7. TOWN'S AUTHORITY:

The Director of Development & Operations shall be the Contract Administrator as identified in Ontario Provincial Standards (O.P.S.) Section GC 3.01 of the General Conditions. It is mutually agreed between the parties of this Contract that the Town's Director of Development & Operations or designated representative, shall supervise, direct and approve all work included herein, and in all cases shall decide every question which may arise relative to the execution of the work to be performed under this Contract as per Section GC 7.0 – Contractor's Responsibilities and Control of the work.

8. FAILURE OR DEFAULT OF PROPONENT:

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the Town may disqualify the Proponent from the RFP and/or from competing for future bid opportunities (RFTs/RFQs/RFPs/etc.) issued by the Town. In addition, the Town may

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at its option either: 1. Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the Town shall be null and void; or 2. Require the Proponent to pay the Town the difference between its Proposal and any other Proposal which the Town accepts, if the latter is for a greater amount and, in addition, pay the Town any cost which the Town may have incurred, by reason of the Proponent's failure or default, and further, the Proponent will indemnify and save harmless the Town its officers, employees and agents from all loss, damage, Liability, cost, charge and expense whatever, which it, they or any of them may suffer, incur due to the failure of the proponent.

9. ADDENDUM:

If an addendum is found to be necessary, it will be released to all companies that have submitted an RFP. If the Town revises this RFP, any revisions will be included on this Addendum. The Addendum shall advise any changes to the Proposal submission Date, if more time is allowed for all Proponents to revise their proposals. It will be the responsibility of all Proponents to download from Town website or Merx.com.

10. WORKPLACE SAFETY AND INSURANCE BOARD:

A Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB) must be provided prior to the commencement of the project, providing adequate proof that all payment by the Proponent have been made.

The Proponent clearly understands and agrees that they are **not**, nor is anyone hired by the Proponent, covered by the Corporation of the Town of Shelburne under the Workplace Safety & Insurance Board Act, The Unemployment Act, or any other Act, whether Provincial or Dominion, in respect of the Proponent, their employees and operations, and shall upon request furnish the Town with such satisfactory evidence that the Proponent has complied with the provisions of any such Acts.

The Town of Shelburne is not to be deemed the employer of the supplier or their personnel under any circumstances whatsoever.

11. INSURANCE:

The party to whom this Contract is awarded shall supply the Town with proof of insurance and a copy of the policy, prior to signing of the Proponent by Town officials, and provide coverage throughout the term of the Proposal in the amounts outlined below.

Comprehensive General Liability Insurance with a minimum limit of liability of \$5,000,000.00 inclusive of any one occurrence. Comprehensive General Liability Insurance shall cover all operations and liability assumed under the Contract with the Town. The Comprehensive General Liability Insurance shall include premises and operations liability, Proponent's contingency liability with respect to the operations of Sub-contractors completed operations liability and automobile liability (owned, non-

owned or hired units).

All premiums and expense incurred with this insurance shall be paid for by the Contractor. Failure to maintain adequate insurance, the Proponent shall be totally responsible for all claims for damage.

12. INDEMNIFICATION:

The Proponent shall indemnify and save harmless the Corporation of the Town of Shelburne, it's elected officials, officers, employees and agents from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description made, brought or recovered against the Town by reason of any act or omission of the Proponent, his agents or employees, in the execution of his work. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the successful proponent in accordance with the RFP.

13. LIMITS AND LAWS/CONFORMITY TO LEGISLATION:

The Proponent shall obtain, and pay for all required permits from Federal, Provincial and Municipal Authorities having jurisdiction over the work. The Proponent shall comply with all applicable laws, ordinances, rules and regulations including but not limited to, Occupational Health and Safety Act, the Labour Act, Environmental Protection Act and Highway Traffic Act.

14. INFORMAL PROPOSALS:

Proposals that are incomplete, conditional, illegible, or obscure or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected as informal. Bidders are required to fill in all the blanks.

15. CONFIDENTIALITY:

In accordance with the Municipal Freedom of Information and Protection of Privacy Act. R.S.O. 1990, as amended, Proponents are advised that all correspondence provided by a Proponent responding to this RFP as hereby collected under the authority of the Municipal Act, 2001 and will be used exclusively in the RFP process. The Town will treat all proposals as confidential within the boundaries of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) but may be released pursuant to the Act.

All public reports approved by the Town of Shelburne will become public information. Notwithstanding the foregoing, Proponents recognize and agree that the Town will not be liable in any way for any losses that the Proponent may suffer from the disclosure of information to third parties.

16. CONFLICT OF INTEREST:

The Proponent must disclose to the Town any potential conflict of interest that might compromise the project. In the case where there might be a conflict of interest, the Town may refuse to consider the proponent. The proponent must fully disclose any potential conflict of interest with a Town employer, board member or commission that

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may have a financial gain with the awarding of the contract and state the nature of that interest.

17. NON-COLLUSION:

A Proponent is prohibited from any communication, directly or indirectly, with any other Proponent/Agent or representative of the Proposal. If a breach is discovered, the Town reserves the right to disqualify the Proposal.

18. PAYMENT:

Payment shall be based on 30 days following the delivery of vehicle and based upon invoiced amounts. If there are any shortages or deficiencies, a suitable amount will be withheld. Partial payments may be negotiated based upon successful inspection of Medium Duty, Multi-Purpose 4 x 2 Pick-up with Plow component as a provisional item.

The Contractor shall note that Provisional items shall only become part of the contract when authorized in writing by the Owner and Engineer. The Contractor shall not have any basis if the Provisional and/or Contingency items are not included in whole or in part, in the contract.

SCHEDULE A: SPECIFICATION AND CONFIRMATION
**ONE (1) NEW 2021 YEAR MEDIUM DUTY 4 X 4 2-TON PICK UP (CLASS 4) WITH
 DUAL REAR WHEELS, REGULAR CAB, CHASSIS AND DUMP BOX
 AND PLOW/SANDER ATTACHMENT (PROVISIONAL)**

<u>SPECIFICATIONS & MINIMUM REQUIREMENTS</u>	<u>CONFORMS</u> (YES) _____ (NO) _____	<u>SPECIFY</u> (STATE ACTUAL)
<u>VEHICLE SPECIFICATIONS-SCHEDULE A</u>		
ONE (1) NEW 2021 YEAR MEDIUM DUTY 4 X 4 CLASS 4 PICK UP WITH PLOW COMPONENT		
State Year		
State Make		
State Model		
<u>1. GVWR RATING</u>		
14,001 kg-16,500 kg		
Front Axle – 5,600		
Rear Axle- 12,000		
Dual rear wheels		
Heavy Duty Shocks front and rears		
Wheelbase 165 “ minimum (specify) _____		
<u>2. WHEEL AND TIRES</u>		
6 Maximum traction tires (or all Terrain) on vehicle to suit application		
Specify Tire Size _____		
<u>3. TOWING PACKAGE</u>		
The vehicle must have ability to tow a utility trailer with an estimated weight of 10,000 lbs and include a “receiver type hitch” Please specify below:		
Specify towing capacity: _____		
Engine and transmission are suitable for trailer towing		
Transmission Trailer		
7 pin electrical connector for trailer hook-up (allowing wire length for a 132’ box installation)		
OEM brake controller		

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	<u>(YES)</u>	<u>(NO)</u>	
<u>4. POWER TRAIN AND ELECTRICAL</u>			
Automatic transmission (state make)			
Gas Engine (specify make and displacement)			
Limited slip axle with a 4.88 gear ratio			
Electrical – Dual batteries alternator			
Block Heater – with “plug in and cord”			
<u>5. Cab</u>			
HD cloth covered seats			
Seat type: split bench or bucket			
Audio system with Hands Free Blue Tooth			
Electric door locks			
O.E.M. Power windows for both doors			
Integrated Rear-View Camera (dash mounted)			
4 Up-fitter switches			
‘Engine Running’ Hour Meter			
Floor Covering-(indicated material (heavy duty) with mats to be securable)			
Cab must be equipped: <ul style="list-style-type: none"> • filtered air circulation system capable of heating, air conditioning, defrosting and pressurizing the cab with a minimum 3 speed fan. • The defroster must be effective on all windows 			
<u>6. BRAKES AND STEERING</u>			
Power assisted steering			
Power assisted brakes			
Indicate Caliper and System (ABS)			
<u>7. COLOUR</u>			
Town’s fleet colour is Silver, specify available colour			
<u>8. BATTERY</u>			
State size - amp			

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	<u>(YES)</u>	<u>(NO)</u>	
<u>9.DUMP BOX</u>			
Aluminum 11'.4" Long, 95" wide landscape style dump box			
Aluminum 4' job box mounted with aluminum brackets			
40" high aluminum headboard with shovel and rake rack included			
1/4" Aluminum floor with 3" cross members on 12" centers			
6" aluminum channel frame with continuous weld inside and out			
Tailgate and side to be 1/4" aluminum inside skins with 1/8" outside skins			
15" high hinge down sides – double wall with removable hinges			
21" Double acting swing tailgate with chain and front manually operated controls			
Zinc plated and stainless steel latching hardware			
Double acting 5" underbody hoist (4 1/2 ton minimum) with electric/hydraulic power pack			
Additional set of L.E.D. Signal and reverse lights in corner posts. Emergency lights across back of dump box and on top rail of dump box with safety light bar			
L.E.D. body clearance lights and reflectors			
Wiring to be in a junction box			
Fold away ladder for accessing dump box			
Mud guard package (4 moulded mud flaps)			
Integrated safety body prop			
Waltco DT-16 gate is preferred			
Electric/Hydraulic lift tailgate (Dump through tailgate) with a 1600 lbs capacity			
Tie Downs inside of the bed of dump truck			
Retractable load tarp			

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<u>10. WARRANTY</u>			
State period of Engine Warranty (5 year minimum) Warranty Certificate to be attached to proposal			
State any additional Warranty and coverage:			
Vehicle shall be supplied with a valid Periodic Mandatory Commercial Inspection (PMCVI) sticker			
Shop manuals shall be supplied with the vehicle			
<u>Note: Below, please detail any additional features that may be of special interest to the Town of Shelburne and may assist in the evaluation of the tender submission.</u>			
<u>a.</u>			
<u>b.</u>			
<u>c.</u>			
<u>d.</u>			
<u>e.</u>			
<u>f.</u>			
<u>g.</u>			
<u>h.</u>			

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<i><u>a. Provisional Item: Plow and Sand Component</u></i>			
Western Pro Plus Plow Component:			
Size 7'- 9' wide (please specify)			
Height: 31.5" high			
Material: Steel or Specify			
Box mount 1.5 yd Salt/sander spreader			
<i><u>List Features:</u></i>			
<u>PLEASE STATE EXPECTED DELIVERY DATE FOR COMPLETE FULL FUNCTIONING UNIT TO TOWN OF SHELBURNE PUBLIC WORKS</u>			

Schedule B: TENDER FORM

SUBJECT: ONE (1) new 2021 Full Size 4 x 4 2-ton Truck with Dual Rear Wheels, Regular Cab, Chassis and Dump Box (Plow quote listed separately) I/We have read and understand the Provisions, Specifications and Conditions which forms part of this RFP and hereby propose and agree to supply and delivery to the Town of Shelburne, 124 Luxton Way, Shelburne, Ontario, including all taxes, freight, duty exchange, transportation or other charges, fully paid, the following described new 2021 year 4 x 4 2-ton Truck as specified herein in full conformity with the Town's specifications attached hereto, for the following sum or sums in lawful money of the Dominion of Canada.

CLOSING DATE AND TIME:

I _____, representing _____,
(name) (company name)
of _____,
(mailing address) (city) (province) (postal code)
() _____
(phone number) (email address) (G.S.T. Registration Number)

Lowest or Any Tender Not Necessarily Accepted

Executed by me/us and bearing date _____, 2021

MAKE: _____ MODEL: _____ YEAR: _____

Tendered Price	4x4 2-ton Truck	\$
	Dump Box	\$
	Plow component (provisional)	\$
	Salt/sander spreader (provisional)	\$
	Sub Total	\$
	Plus H.S.T. (13%)	\$
	TOTAL TENDERED PRICE	\$

DATE OF DELIVERY - EARLEST: _____ LATEST: _____

WITNESS _____ SIGNATURE _____

Print Name: _____