

REQUEST FOR PROPOSAL 05-2023

Supply of Parks Pick-up Truck

Issued: October 30, 2023

Deadline for Submissions: November 20, 2023



The Corporation of the Town of Shelburne

203 Main Street East | Shelburne, ON L9V 3K7

Phone: 519-925-2600 | Fax: 519-925-6134 | Email: treasurer@shelburne.ca



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OVERVIEW

The Corporation of the Town of Shelburne is inviting proposals for the supply of one (1) 2024 Class 2b, Commercial, ¾ ton, Full Size, Multi-Purpose 4x4 Pick Up Truck with Crew Cab or Double Cab with the gross vehicle weight rating (GVWR) ranges from 8,501-10,000 lbs. (3,856-4,536 kg).

Examples of vehicles in the Heavy Duty class include selected Ford F-250 trucks, Dodge Ram 2500, Chevrolet Silverado 2500, or GMC Sierra 2500.

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. For additional details the "SPECIFY" column can be used to further explain the feature. In keeping with a transparent and fair evaluation, please provide documentation of additional features that may be of interest to the Town and may assist with the evaluation of tender submission.

The successful Proponent shall deliver, to the Town's Public Works Yard, one (1) fully equipped, 2024 Class 2b, Commercial, ¾ ton, Full Size, Multi-Purpose 4x4 Pick Up Truck with Crew Cab or Double Cab with compatible components, to the satisfaction of Will Thomson, Manager of Operations, Parks and Facilities, by May 31, 2024 or an alternative date, mutually agreed upon by both parties.

All Unit Bid Prices are to include the following, one (1) 2024 Class 2b, Commercial, ¾ ton, Full Size, Multi-Purpose 4x4 Pick Up Truck with Crew Cab or Double Cab specified herein in full conformity with the Town's specifications.

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, 124 Luxton Way, Shelburne, ON, L9V 3M8, by **May 31, 2024 (negotiable)**.

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



PROPOSAL REQUIREMENTS

Request for Proposal submissions must include Schedule A, Schedule B and Request for Proposal Form.

Request for Proposal submissions are to be addressed by email only to Carey Holmes, Treasurer at treasurer@shelburne.ca with the subject line clearly stating RFP 05-2023 Submission.

Emails must be sent no later than **3:00 p.m. (15:00 hours) local time**, on the specified closing date; **Monday November 20, 2023**.

Late bids will not be accepted.

October 30, 2023	Request for Proposal Issued
November 13, 2023 by 4:30 pm <i>(questions & addendums (if any))</i>	Deadline for electronic questions to Municipality (wthomson@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
November 20, 2023 (3:00 pm)	Closing date for Proposal Submissions
November 24, 2023	The Municipality will award the Request for Proposal and notify the successful Proponent

All questions, technical or otherwise, pertaining to this Request for Proposal should be directed by email only to:

Will Thomson

Manager of Operations, Parks, and Facilities

wthomson@shelburne.ca

Deadline for emailed questions will be **Monday November 13, 2023 at 4:30pm**. Responses and clarifications requests will be provided to all Proponents in writing. No clarification requests will be accepted by telephone.



PROPOSAL FORMAT

Proposals will not be considered unless:

- Received by date and time specified – November 20, 2023 – 3:00 pm EST.
- Received Request for Proposal 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 Proponent’s current Insurance and WSIB clearance certificates.

PROPOSAL EVALUATION CRITERIA

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

- Price - 40%
- Conformity to Specification - 20%
- 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.

Please Be Advised

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.

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.



TERMS AND CONDITIONS

ADDENDUM

If an addendum is found to be necessary, it will be released to all companies that have requested a copy of the RFP, or already submitted a Proposal for the 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.

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.

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

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 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.

INDEMNIFICATION

The Proponent shall indemnify and save harmless the Corporation of the Town of Shelburne, its 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.

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.

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, the Occupational Health and Safety Act, the Labour Act, Environmental Protection Act and Highway Traffic Act.



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.

PAYMENT

Payment shall be based on thirty (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 one (1) 2024 Class 2b, Commercial, 3/4 ton, Full Size, Multi-Purpose 4x4 Pick Up Truck with Crew Cab or Double Cab.

PROCUREMENT POLICY

Contract Award and Execution shall be in accordance with the Town's Municipal Procurement Policy 2019-05. A copy of the Procurement Policy is available on the Town's website: <https://www.shelburne.ca/en/town-hall/resources/Documents/AMENDED-Municipal-Procurement-Policy-2019-05.pdf>

TOWN'S RIGHT TO ACCEPT OR REJECT

The Town of Shelburne reserves the right to accept any Proposal or Proposals or any portion of any Proposal that the Town determines is in the Town's best interests, even if that Proposal is not the lowest in dollar amounts. Such decisions of the Town are final and binding.

The Town of Shelburne reserves 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 Proposal. It will be the Supplier's responsibility to clarify any details in questions before submitting a Proposal.

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.

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.

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.



SCHEDULE A – SPECIFICATION

MINIMUM SPECIFICATIONS

All vehicles must meet current Canadian Motor Vehicle Standards. The vehicles must be new, unused, and built to the same manufacturers current production model and year.

Vehicles must include:

- a) Tow hooks
- b) O.E.M bright white paint over primer
- c) Full tank of fuel on delivery
- d) MTO safety sticker on trucks over 4,500 kg RVW
- e) Two (2) keys
- f) Operators' manual
- g) Front license plate holder

SPECIFICATIONS	SPECIFY
Model: Heavy duty 4x4 truck with crew cab/ double cab, 8ft box	
Four door truck crew cab/Double cab, 8ft box 4x4 single rear wheels	
GVWR minimum 3900 kg – Specify	
Powertrain:	
Gasoline engine, regular grade fuel 87 octane, engine displacement – Specify	
Automatic Transmission	
Four wheel drive	
Accessories:	
Slip resistant running boards	
12-Volt battery for rundown protection system	
Spray-in bed liner	



Four strobe lights, two front and two rear	
Back rack with amber beacon lights with separate controls and amber directional strobe light bar.	
Trailer tow package with wiring for brake lights	
Interior:	
Rubber floor mats	
Vinyl or carpet flooring – Specify	
Adjustable steering column	
A/C	
Bluetooth connection	
6-way driver and passenger seat adjusters	
Trailer brake controller	
Exterior:	
Cargo box 8ft	
Trailer – tow capable side view mirrors	
Wheels and Tires:	
Wheels not to exceed 18 inches in diameter – Specify	
Spare tire and wheel, jack, and lug nut wrench	
Warranty:	
Three (3) year warranty on complete vehicle, five (5) year warranty on powertrain - Specify maximum kilometers on warranty.	

**SCHEDULE B: TENDER PRICING FORM****TENDERED PRICE**

4x4 ¾ ton Truck with Crew or Double Cab	\$
Make: _____ Model: _____ Year: _____	
Subtotal	\$
HST (13%)	\$
Total	\$

Lowest or Any Tender Not Necessarily Accepted.

Tendered price must be honoured and unchanged during the entire contract period.

DATE OF DELIVERY

The Town has the expectation of a completed vehicle delivered to the Public Works Yard, by **May 31, 2024 (negotiable)**.

Please state the expected delivery date for all fully complete vehicle to The Town of Shelburne Public Works Yard: 124 Luxton Way, Shelburne, Ontario, L9V3M8

Earliest Delivery Date	
Latest Delivery Date	

Signature of Authorized Person

Print Name

Title

Signature of Witness

Please note: Person signing must be authorized to conduct business on behalf of the company represented and to bind the company/individual to statements on this RFP/Contract. Failure to sign submission will result in a rejection of the proposal.



REQUEST FOR PROPOSAL FORM

Company Name:
Contact Representative:
City, Province, Postal code:
Address:
Phone:
Email:
HST Registration Number:
Insurance Company:
Insurance Policy Number:
Insurance Coverage:
WSIB Clearance Certificate Number:

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 one (1) new 2024 year full size, 4 x 4, ¾ ton Trucks with Crew Cab or Double Cab 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.

Signature of Authorized Person

Print Name

Title

Signature of Witness

Please note: Person signing must be authorized to conduct business on behalf of the company represented and to bind the company/individual to statements on this RFP/Contract. Failure to sign submission will result in a rejection of the proposal.