

# REQUEST FOR PROPOSAL 06-2024

## Supply of Two Zero-Turn Mowers

Issued: March 04, 2024

Deadline for Submissions: April 02, 2024



### 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](mailto:treasurer@shelburne.ca)

## OVERVIEW

The Corporation of the Town of Shelburne is inviting proposals for the supply of two (2) new commercial zero-turn mowers, one (1) side discharge mower and one (1) rear discharge mower, as specified herein. The units offered must be a current model with the latest standard features available in the manufacturer's design.

All Unit Bid Prices are to include the following two (2) new 2024-year commercial zero-turn mowers as specified herein in full conformity with the Town's specifications and applicable H.S.T. (13 %).

### **DELIVERY DATE**

The Proponent is responsible for providing a firm delivery date. The Town has the expectation that the zero-turn mowers are to be delivered to the Operations Yard by May 31, 2024 (negotiable).

Included on the tender form submission (Schedule B) is a commitment to confirm the delivery date of a finished two (2) new commercial zero-turn mowers.

Shelburne Operations Yard

124 Luxton Way

Shelburne, Ontario, L9V 3M8

## PROPOSAL FORMAT

Proposals will not be considered unless:

- Received by date and time specified – **April 02, 2024 – 3:00 pm EST.**
- Received Request for Proposal Form signed by Proponent with authority to bind the Company.
- Completed in full 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 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](mailto:treasurer@shelburne.ca) with the subject line clearly stating RFP 06-2024 Submission.

Emails must be sent no later than **3:00 p.m. (15:00 hours) local time**, on the specified closing date; **April 02, 2024**.

Late bids will not be accepted.

<b>March 04, 2024</b>	Request for Proposal Issued
<b>March 22, 2024, by 4:30 pm</b> <i>(questions &amp; addendums (if any))</i>	Deadline for electronic questions to Municipality ( <a href="mailto:wthomson@shelburne.ca">wthomson@shelburne.ca</a> ) 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 <a href="http://shelburne.ca">shelburne.ca</a> or <a href="http://merx.com">merx.com</a>
<b>April 02, 2024 (3:00 pm)</b>	Closing date for Proposal Submissions
<b>April 05, 2024</b>	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](mailto:wthomson@shelburne.ca)

Deadline for emailed questions will be **Friday March 22, 2024, at 4:30pm**. Responses and clarifications requests will be provided to all Proponents in writing. No clarification requests will be accepted by telephone.

## 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 - 20%
- Customer Service and Part Support - 20%
- Conformity to Town Fleet - 20%
- 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 the 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 expenses 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 the units 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 two commercial zero-turn mowers.

## **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

Any equipment supplied against this tender is subject to inspection upon receipt and will be rejected and returned if specifications are not met completely.

Any deviation from specifications must be clearly indicated as part of the proposal submission. If no deviations are shown, it will be considered that equipment bid upon meets or exceeds specifications called for.

<b>ONE (1) COMMERCIAL SIDE DISCHARGE ZERO-TURN MOWER</b>			
<b>MAKE:</b>			
<b>MODEL:</b>			
<b>YEAR:</b>			
<b>MINIMUM SPECIFICATIONS</b>	<b>CONFORMS (YES) (NO)</b>		<b>COMMENTS</b>
Minimum 25 hp, air cooled, gas engine			
Hydro-Drive system, variable speed control w/minimum 3 mph reverse/10 mph forward			
Adjustable cutting height from 1.5" to 5"			
Minimum 60" cutting width			
Minimum 8-gauge thickness cutting deck			
Foot-operated deck lift adjustment			
Turf-tread, 20 x 10 – 8 minimum size drive tire			
Suspension seat: safety equipment - seat belt, roll bar			
Dump valves allowing for movement without running engine			
Full pressure oil lubrication system			
Parking Brake: lever actuated linkage to brakes on both drive wheel axles			
Minimum 10-gallon fuel capacity			
Minimum 12-volt battery with Flywheel alternator, 15 amp regulated			
True Zero-turn Radius			
Electric Clutch PTO Engagement			
Full instrument panel, including hour meter, fuel gauge and manual choke			
Must provide printed operator, parts, and service manual			
Must have mulching kit and blades installed and two (2) extra sets of blades			



Specify Warranty	
List Manufacturer's warranties for this product from date of purchase to owner against defect in material or workmanship	
Describe Availability of Parts and Services	
Other Options	

ONE (1) COMMERCIAL REAR DISCHARGE ZERO-TURN MOWER			
<b>MAKE:</b>			
<b>MODEL:</b>			
<b>YEAR:</b>			
MINIMUM SPECIFICATIONS	CONFORMS (YES) (NO)		COMMENTS
Minimum 25 hp, air cooled, gas engine			
Hydro-Drive system, variable speed control w/minimum 3 mph reverse/10 mph forward			
Adjustable cutting height from 1.5" to 5"			
Minimum 60" cutting width			
Minimum 8-gauge thickness cutting deck			
Foot-operated deck lift adjustment			
Turf-tread, 20 x 10 – 8 minimum size drive tire			
Suspension seat: safety equipment - seat belt, roll bar			
Dump valves allowing for movement without running engine			
Full pressure oil lubrication system			
Parking Brake: lever actuated linkage to brakes on both drive wheel axles			
Minimum 10-gallon fuel capacity			
Minimum 12-volt battery with Flywheel alternator, 15 amp regulated			
True Zero-turn Radius			
Electric Clutch PTO Engagement			
Full instrument panel, including hour meter, fuel gauge and manual choke			
Must provide printed operator, parts, and service manual			



Must have mulching kit and blades installed and two (2) extra sets of blades			
Specify Warranty			
List Manufacturer's warranties for this product from date of purchase to owner against defect in material or workmanship			
Describe Availability of Parts and Services			
Other Options			
AVAILABLE ACCESSORIES AND ATTACHEMENTS			
ITEM	COST		
Rear Bagger Attachment System			



## SCHEDULE B – TENDER PRICING FORM

### TENDERED PRICE

One (1) Side Discharge Zero-turn Mower	\$
One (1) Rear Discharge Zero-turn Mower	
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 for the two zero-turn mowers to be delivered to the Operations Yard, by **May 31, 2024 (negotiable)**. Please state the expected delivery date for complete full functioning unit to The Town of Shelburne Operations 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 two (2) new commercial zero-turn mowers 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.