



REQUEST FOR PROPOSAL FOR:

2024-003 SUV

**One (1) All Wheel Drive SUV, for the Building
Department**

Proposal Closing: 12:00pm Tuesday, April 30, 2024

Proposal Opening: 12:30pm Tuesday, April 30, 2024

The Municipality is part of the Broader Public Sector of the Province of Ontario and as such is entitled to the concessions (discounts) on vehicles included in arrangements made by the Ministry of Government Services.

**The Municipality of Powassan
250 Clark Street, PO Box 250
Powassan, ON P0H 1Z0**

The lowest or any bid not necessarily accepted.

Table of Contents

| | | |
|-----|---|----|
| 1. | Introduction..... | 4 |
| 2. | Delivery of Bids..... | 4 |
| 3. | Inquiries..... | 4 |
| 4. | Omissions, Discrepancies and Interpretations..... | 5 |
| 5. | Withdrawal and Amendment of Bids | 5 |
| 6. | Bid Preparation & Cost | 5 |
| 7. | Completion of Bid Form..... | 6 |
| 8. | Irrevocability of Bids | 6 |
| 9. | Tender Opening & Evaluation | 6 |
| 10. | Right to Accept or Reject Bids | 6 |
| 11. | Estimated Quantities..... | 8 |
| 12. | Award Subject to Approval | 8 |
| 13. | Statement of Understanding..... | 8 |
| 14. | Black Out Period | 9 |
| 15. | Freedom of Information and Protection of Privacy..... | 9 |
| 16. | Conflict of Interest | 9 |
| 17. | No Lobbying | 9 |
| 18. | Illegal or Unethical Conduct..... | 9 |
| 19. | Notification and Execution of Contract..... | 10 |
| 20. | Pricing | 10 |
| 21. | Piggyback Option | 10 |
| 22. | Delivery Schedule | 10 |
| 23. | Time is of the Essence | 10 |
| 24. | Notices, Laws and Rules..... | 11 |
| 25. | Occupational Health and Safety | 11 |
| 26. | Municipality Not Employer | 11 |
| 27. | Non-Assignment..... | 11 |
| 28. | Indemnification..... | 11 |
| 29. | Termination | 12 |

30. Evaluation of Performance 12

31. Payment Terms 12

32. Specifications 13

33. Vendor of Record 13

34. Manufacturer's Specifications & Literature 13

35. Warranties & Maintenance 13

36. Licences 13

BID FORMS 14

1. Introduction

The Municipality of Powassan, "Municipality" is inviting prospective Bidders to submit proposals for the provision of One (1) Compact All Wheel Drive SUV for the Building Department.

2. Delivery of Bids

The Bid Form, together with all required supporting documentation must be submitted in sealed envelopes and shall be clearly marked with the name of the Bidder and sealed with the bid label provided herein and shall be delivered to the Municipality of Powassan at 250 Clark Street, Powassan Ontario, on or before 12:00pm, Local Time on Tuesday, April 30, 2024.

Bidders are advised to deliver their bids well before the deadline and making submissions near the deadline is done at their own risk.

Bids time stamped 12:01 pm or later shall be declared non-compliant and shall be returned unopened.

Bids delivered by e-mail or facsimile shall not be accepted.

Bids delivered in person, or by a courier service, that are not delivered to the designated location by the Bidder or courier service may be rejected.

Delivery of the bid through a courier service shall be the responsibility of the Bidder and shall result in the bid being rejected if:

- a. the Bid is not delivered to the location stated on the envelope;
- b. the statement "BID DOCUMENT ENCLOSED" is not visible; and/or
- c. the bid envelope is delivered to the Reception desk after the Bid Deadline.

3. Inquiries

To allow time for the issuance of necessary addenda, all inquiries concerning this RFP including scope of work, process and results will be made in writing (e-mail) no later than April 17, 2024 to:

Brayden Robinson

Treasurer/Director of Corporate Services, Municipality of Powassan

brobinson@powassan.net

Inquiries shall not be directed to any other Municipality of Powassan employees. No clarification requests will be accepted by telephone.

4. Omissions, Discrepancies and Interpretations

Should a Bidder find omissions from or discrepancies in any of the bid documents or should he/she be in doubt as to the meaning of any part of such documents, he/she should notify the Municipality, in writing (email or fax will be accepted) before submitting his/her bid and, not later than the deadline for receipt of questions. If the Municipality considers that a correction, explanation or interpretation is necessary or desirable, the Municipality will issue an addendum.

The Municipality shall not be held liable for any errors or omissions in any part of this document. While the Municipality has used considerable efforts to ensure an accurate representation of information in this document, the information contained herein is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Municipality nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the Municipality from forming their own opinions and conclusions with respect to the matters addressed in this document.

Addenda if required will be issued by the Municipality and shall hereby form part and parcel of the said project. Failure to acknowledge the addendum/addenda issued may result in a non-compliant bid. All addenda should be issued by April 22, 2024 and will be posted on the Municipal website. It is the responsibility of the Bidder to have received all addenda that have been issued by the Municipality. No oral explanation or interpretation will modify any of the requirements or provisions of the documents. The Municipality will assume NO responsibility for oral instructions or suggestions.

5. Withdrawal and Amendment of Bids

Bidders may withdraw their bid at any time up to the official closing time by submitting a letter, signed by an authorized representative on their company letterhead to the RFP contact.

Bidders may amend their bid up to the official closing time by withdrawing their bid and submitting a new bid. Amendments by telephone, facsimile or email shall not be accepted or considered.

6. Bid Preparation & Cost

All expenses incurred through the preparation and submission of a Proposal or in providing any additional information necessary for the evaluation of the Proposal by the Municipality shall be borne by the Bidder.

7. Completion of Bid Form

Bids are required to be submitted on the Bid Form included in this bid package, together with any further forms or sheets which Bidders are instructed elsewhere herein, or in any addendum hereto, to include with their bids. Bidders may retain the rest of the bid documents issued to them.

All entries in the Bid Form shall be in ink or typewritten, with original signatures.

8. Irrevocability of Bids

Bids shall be irrevocable and shall remain open for acceptance for a period of ninety (90) days from the bid submission deadline.

9. Tender Opening & Evaluation

The Municipality will open bids publicly beginning at 12:30 p.m. on Tuesday, April 30, 2024 at the Municipal Office located at 250 Clark Street, Powassan, ON.

Proposals will be further evaluated on the following:

| | |
|----------------|-----|
| Specifications | 50% |
| Delivery | 10% |
| Warranty | 10% |
| Price | 30% |

Once the Municipality has had an opportunity to review and evaluate each bid, and confirm that all bids comply with the requirements of the tender, the successful Bidder will not be published until a recommendation is put forward at the May 7th, 2024 Council meeting and direction is given to accept the successful proposal.

10. Right to Accept or Reject Bids

The Municipality has the right to accept or reject any and all Proposals, in whole or in part.

The Municipality has the right to cancel this RFP at any time and for any reason without any liability to any Bidder.

The Municipality reserves the right to award the Contract in its entirety or in part, to one or more Bidders, in accordance with the Proposal.

The Municipality has the right to waive strict compliance with the terms of the Proposal if, in the opinion of the Municipality, the non-compliance does not affect the Bid in any material way, materiality to be determined in the sole discretion of the Municipality.

The Municipality reserves the right, privilege, entitlement, and absolute discretion, and for any reason whatsoever to:

- a. accept a Proposal other than the lowest Proposal or reject the lowest Proposal;
- b. cancel this RFP at any time, either before or after the Submission Deadline;
- c. accept or reject any and all Proposals, whether in whole or in part;
- d. accept the Proposal deemed most favourable to the interest of the Municipality or that may provide the greatest value and benefit to the Municipality,
- e. waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Proposal Form or Proposal Submission.

The Municipality may consider the total Proposal price, inclusive of the prices tendered for any provisional or optional items, or only the price stipulated for the base contract work, or any combination thereof, in determining which Proposal best meets its needs and interests.

The Municipality reserves the right to seek clarification of the contents of any Proposal, or to require a Bidder to submit further documentation.

In its evaluation of the Proposal, the Municipality may consider the following:

- a. information provided in response to enquiries of credit, experience and industry references set out in the Proposal;
- b. information received in response to enquiries made by the Municipality of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Bidder;
- c. the experience and qualification of the Bidder's senior management, and project management.
- d. The compliance of the Bidder with the Municipality's requirements and specifications; or
- e. Bidders with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Municipality reserves the right to verify any information from third parties and receive additional information regarding any Bidder, its directors, officers, shareholders or owners, and any other party associated with the Proposal, as the Municipality may require.

The Municipality has the right to reject any Bidder who is involved in litigation with the Municipality.

If only one Proposal is received, the Municipality has the right to elect to:

- a. open the Proposal;

- b. not open the Proposal and close the Tender;
- c. reject the Proposal and cancel the Tender if the Proposal is over budget.

If no Proposals or no compliant Proposals are received, the Municipality has the right to elect to:

- a. cancel the RFP and reissue the Proposal Document at a later date;
- b. cancel the RFP and to single source the works to any one person or entity whatsoever at its sole discretion.

By submitting a Proposal, the Bidder acknowledges the Municipality's rights under this Section and absolutely waives any right, or cause of action against the Municipality, by reason of the Municipality's failure to accept the Proposal submitted by the Bidder, whether such right or cause of action arises in contract, negligence or otherwise.

11. Estimated Quantities

The Bidder understands and accepts that the quantities shown in the RFP Document are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required at the discretion of the Municipality.

12. Award Subject to Approval

Bidders are advised that the award of any contract is subject to the approval of the Municipality's Council and provided the RFP be within the approved funding within Municipality's 2024 Budget.

13. Statement of Understanding

Each Bidder shall be deemed to have carefully examined the RFP prior to submitting its response, and if it should discover any omissions, errors, discrepancies, ambiguities or other anomalies or have any questions or doubts as to the meaning of any portion thereof, it shall, before submitting its response, communicate the same in writing to the Municipality.

Each Bidder warrants and represents that it has substantial and significant experience in undertaking work of a nature and scope similar to that contemplated herein, and that it possesses the competence, skills, experience and expertise required to successfully carry out the work and that in preparing its response, it has satisfied itself that it has secured all necessary information required by a competent, experienced Bidder to prepare a responsible and complete response.

14. Black Out Period

The Municipality prohibits communications with respect to this bid opportunity initiated by a Bidder to any Municipality official, consultant or employee for the period of time from the closing of the Bid up to and including the date that the contract has been awarded. This is called the "Black Out Period" of a competitive bid process.

Any communication between a Bidder and the Municipality during the Black Out Period will be initiated by a representative from the Municipality for reasons as outlined in the Reservation of Rights and Privilege clause in this document. Any communication initiated by a Bidder during the Blackout Period in contradiction to this clause, may be grounds for disqualifying the Bidder from consideration for the Contract Award.

15. Freedom of Information and Protection of Privacy

Bidders are advised that all written communications received by the Municipality as part of this procurement are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

16. Conflict of Interest

The Municipality may disqualify a Bidder for any conduct, situation or circumstances determined by the Municipality, in its sole discretion, to constitute a conflict of interest, real or perceived.

17. No Lobbying

Any attempt on the part of a Bidder, or its employees, agents, contractors, sub-contractors, or representatives, to contact an employee of the Municipality, Elected Official or Appointed Officer, other than the designated staff detailed in this RFP, to influence the purchasing process or subsequent selection, may result in the disqualification from the bidding process.

18. Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Municipality; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

19. Notification and Execution of Contract

The successful Bidder selected by the Municipality to enter into a purchase agreement will be notified in writing. The successful Bidder shall provide the purchase agreement to the Municipal Treasurer, within ten (10) business days of receiving notification.

If a selected Bidder fails to execute the agreement, the Municipality may withdraw the selection of that Bidder and proceed with the selection of another Bidder.

Once the agreement has been executed, the other Bidders will be notified in writing of the outcomes of the RFP process.

20. Pricing

Unit prices quoted shall include all costs associated with the required goods but excluding HST. The Municipality will not pay any additional delivery, service, or fuel charges in addition to the unit prices quoted. The Municipality reserves the right to negotiate further options and pricing with the successful proponent.

21. Piggyback Option

Any resultant contract between the successful Bidder(s) and the Municipality may be accessed by any public agency. The successful Bidder and any additional agencies will enter into their own separate agreements for the goods and services. Additional Municipal Departments requiring similar vehicles may access the successful proposal and negotiate a purchase of a vehicle.

22. Delivery Schedule

The Municipality expects that the supplier will deliver the vehicle(s) on time as specified in the document/bid submission/contract. If the delivery of any or all of the vehicles is delayed beyond the firm delivery date stipulated in the bid submission and/or contract, the successful Bidder is required to provide written notice to the Municipality as soon as the delay becomes known to them but at a minimum no later than 5 business days prior to the stipulated firm proposed delivery date, such notice shall include the new expected delivery date ("Extended Delivery Dates") for the vehicle(s). The supplier is required to provide the same notification for all subsequent Extended Delivery Dates.

23. Time is of the Essence

The Municipality shall have the right to cancel at any time any contract or any part of any contract resulting from this RFP in respect to the goods, materials, articles, equipment, work, or services, covered thereby, not delivered or performed by the

specified time in the written document, without incurring any liability whatsoever in respect hereto.

24. Notices, Laws and Rules

The supplier shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservations of the public health. Bidders shall include all such fees and costs in their bid prices. The supplier shall be responsible for the safety of all workmen and equipment under his control on the project in accordance with all applicable safety legislation passed by Federal, Provincial, and local authorities governing construction safety.

25. Occupational Health and Safety

The supplier shall be solely responsible for safety on the project and for compliance with the rules; regulations and practices required by the applicable Health and Safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

26. Municipality Not Employer

The supplier agrees that the Municipality is not to be understood as the employer to the supplier nor to such supplier's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this RFP process. It is understood that the supplier will act as an independent contractor.

27. Non-Assignment

The supplier may not assign this Contract in whole or in part or any work performed in accordance with the Contract without the prior written consent of the Municipality. Such written consent, however, shall not relieve the supplier of his/her liabilities and obligations under any circumstances and shall be within the sole and unfettered discretion of the Municipality.

28. Indemnification

The supplier shall indemnify and save harmless the Municipality from and against all claims, actions, losses, costs, damages, or other proceedings by whomsoever made, including substantial indemnity legal costs, which the Municipality, its employees, officers or agents may suffer as a result of or in any way caused by negligent acts or omissions by the Supplier or any of its officers, directors, employees, or agents, in connection with the Services performed.

29. Termination

In the event that the supplier fails to comply with any provision of the contract or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the Municipality, the Municipality may give notice in writing to the supplier of such failure. In the event that the supplier has not remedied its failure within ten (10) days of the said notice, the Municipality shall be entitled to exercise any one or more of the following remedies:

- a. the Municipality may terminate the Contract without further notice and exercise its rights to the performance security provided by the supplier;
- b. the Municipality may withhold any payment due to the supplier hereunder until the supplier has remedied its failure;
- c. the Municipality may engage the services of others to remedy the supplier's failure, and obtain reimbursement therefore from the supplier. Such reimbursement may be obtained either through deduction from any amount owing to the supplier or through any other legal means available to the Municipality; or
- d. the Municipality may assert any other remedy available to it in law or equity.
- e. The Municipality reserves the right to terminate the contract at any time without cause and without liability upon thirty (30) days written notice.

30. Evaluation of Performance

Upon completion of the contract, the Municipality may complete an evaluation of the supplier's performance. The evaluation shall be placed on file and a copy of this evaluation may be provided to the supplier. This information may be made available to persons requesting Municipal references for the supplier and also may be reviewed and may form part of the criteria when awarding future bids by the Municipality. In the event of documented poor performance, non-performance or conflict of interest, the Municipality may put the supplier on a no-bid list and will not accept bids from the supplier for up to two (2) years.

The supplier hereby authorizes the maintenance and release of this information.

31. Payment Terms

The terms of payment by the Municipality will be within 30 days upon receipt of the invoice, after delivery, inspection, and acceptance of the said vehicle(s) by the Municipality.

Invoices may be submitted electronically to invoices@powassan.net or mailed to:

**The Municipality of Powassan
Attn: Brayden Robinson
PO Box 250, 250 Clark Street
Powassan, ON P0H 1Z0**

Inquiries regarding payment status shall be directed to invoices@powassan.net.

32. Specifications

The vehicle shall be supplied with all standard equipment and features as outlined in the manufacturer's standard specifications for One (1) Compact All Wheel Drive SUV. The vehicle will also be supplied with the options as outlined on the Schedule I Specifications and Schedule II Items and Unit Prices.

33. Vendor of Record

The Municipality is part of the Broader Public Sector of the Province of Ontario and as such is entitled to the concessions (discounts) on vehicles included in arrangements made by the Ministry of Government Services.

34. Manufacturer's Specifications & Literature

Bidders must submit the manufacturers' specifications and literature, which fully describe the item(s) being offered, including any optional equipment.

35. Warranties & Maintenance

Bidders are required to attach to their bid, copies of any and all standard warranties including rust protection warranties that may apply to the vehicles they propose to supply. Details of a full maintenance plan should also be attached.

The Municipality's preference is that all maintenance and repair work be available at any authorized dealer of the manufacturer of the vehicle within 100 km of the boundaries of the Municipality of Powassan. Bidders are required to specify on the Bid Form where warranty work will be available.

36. Licences

The successful Bidder shall apply for, obtain, and pay for all necessary permits and licences required to supply the vehicle and register the vehicle in the name of the Municipality of Powassan. Licence Plates will be provided by the Municipality, but registration is to be completed by the Bidder. Bidders shall include the costs of any such permits and licences in their bid.

BID FORMS

THE MUNICIPALITY of POWASSAN

250 Clark Street, PO Box 250, Powassan, ON P0H 1Z0

2024-003 Building Department SUV

One (1) Compact All Wheel Drive SUV for the Building Department

DOCUMENTS TO BE ENCLOSED WITH THIS FORM INCLUDING BUT NOT LIMITED TO:

- Bidder Information
- Schedule I – Specifications
- Schedule II – Items and Prices
- Manufactures Specifications and Literature
- Warranty Details
- Submission Label affixed to outside of Envelope

1. Bidder Information

| | |
|----------------------------------|--|
| Company Name | |
| Bidder's Main Contact Individual | |
| Address | |
| Office Phone # | |
| Toll Free # | |
| Fax # | |
| E-mail Address | |
| Website | |

2. Addendum

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

| ADDENDUM # | DATE RECEIVED |
|------------|---------------|
| # _____ | _____ |
| # _____ | _____ |

3. Acceptance of Terms

In responding to this RFP, the Bidder acknowledges that they have read and completely understand and accepts all terms of the RFP.

By submitting a Proposal, the Bidder agrees and consents to the terms, conditions and provisions of the RFP and offers to provide the services in accordance therewith at the rates set out in the completed Schedule I – Specifications and Schedule II – Items and Prices.

Print Name

Position of Signing Authority

Signature of Proponent

Date

SCHEDULE I

SPECIFICATIONS / COMPLIANCE

GENERAL SPECIFICATIONS:

Is the vehicle to be supplied made up from individual components that meet or exceed the specifications outlined in the following pages of the tender.

Where a minimum is called for, the vehicle must meet or exceed the capacity, size, or performance specified.

The specifications list only the major details of the vehicle. Therefore, it is the supplier's responsibility to deliver a fully equipped vehicle with compatible components to provide dependable, efficient service. A full list of specifications must be supplied with the proposal.

The vehicle shall meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulations" (SOR 70-487) amended and bear the national safety mark.

Vehicles supplied must include the following features.

Bidder Note: For each item in the following section you are required to indicate the compliance of your equipment to the Specifications.

DETAILED SPECIFICATIONS:

a) Compact All Wheel Drive SUV

Confirmation of Option: _____

Year: _____

Make: _____

Model: _____

Colour: _____

| | | | |
|-----------|---|-------|----|
| b) | STANDARD EQUIPMENT- MECHANICAL: | | |
| | Engine, Gas 4-cylinder, 87 octane | YES | NO |
| | Transmission – 6 speed automatic (minimum) | YES | NO |
| | Fuel Economy- City (L/100km) | _____ | |
| | Fuel Economy- HWY (L/100km) | _____ | |
| | Combined Fuel Economy (L/100km) | _____ | |
| | All-Wheel Drive | YES | NO |
| | Power Steering | YES | NO |
| | 4-wheel antilock, disc brakes | YES | NO |
| | Four door model with rear hatch | YES | NO |
| | All weather tires | YES | NO |
| | Backup camera | YES | NO |
| | | | |
| c) | STANDARD EQUIPMENT- EXTERIOR: | | |
| | Glass, solar ray tinted | YES | NO |
| | Headlights, LED daytime | YES | NO |
| | LED lights, stop, turn, reflectors | YES | NO |
| | Windshield wipers and washer- dual, intermittent | YES | NO |
| | Rear window wiper/washer | YES | NO |
| | Mirrors, outside power adjustable | YES | NO |
| | Rear and front splash guards | YES | NO |
| | | | |
| d) | STANDARD EQUIPMENT-INTERIOR: | | |
| | Seats, front bucket cloth seats, centre console | YES | NO |
| | Seats, rear folding bench cloth (60/40 split) | YES | NO |
| | Steering wheel, manual tilt | YES | NO |
| | Carpeting floor covering, front and rear | YES | NO |
| | Instrumentation cluster, including speedometer, fuel level, engine temperature, tachometer | YES | NO |
| | Power outlets, USB & 12V DC | YES | NO |
| | AM/FM clock radio with display screen & bluetooth | YES | NO |
| | Mirror, inside rear-view | YES | NO |
| | Power door locks | YES | NO |
| | Power windows | YES | NO |
| | Climate control: heat & air conditioning | YES | NO |
| | Rear cargo area | YES | NO |
| | Keyless entry | YES | NO |
| | Removable all-season floor mats | YES | NO |
| | Dual sun visors | YES | NO |

Two sets of keys

YES NO

e) **WHEELS & TIRES**

Five steel belted, tubeless radial tires, all-season with low tire pressure sensor on each (fifth tire to be full size spare) Specify size _____

f) **WARRANTY**

Full manufacturer's warranty shall be supplied

Specify _____

g) **MANUAL**

Maintenance Manual shall be supplied

YES NO

SCHEDULE II

ITEMS & PRICES

The Total Price shall include all costs incurred, including supply, delivery and applicable taxes but excludes trade-ins if applicable. Dealer shall attach a detailed copy of the sales quote.

Item # 1: One (1) Compact All Wheel Drive SUV

The Bidder shall specify a firm # of calendar days for delivery from receipt of order

DELIVERY DATE: _____ Calendar Days from Receipt of Order

Anticipated earliest delivery date: _____

| | | |
|----------------|--|----|
| Item #1 | One (1) Compact All Wheel Drive SUV | |
| | | \$ |
| | | |
| | H.S.T. | \$ |
| | Total Price | \$ |

SUBMISSION LABEL

From: _____

Address: _____

Contact: _____

Email: _____

Deliver to:

**The Municipality of Powassan
ATTN: Brayden Robinson, Treasurer/DOCS
250 Clark Street, PO Box 250
Powassan, ON P0H 1Z0**

SEALED BID:

BID NUMBER: 2024-003 Building Department SUV

DESCRIPTION: One Compact All Wheel Drive SUV

CLOSING DATE: Tuesday, April 30, 2024