



REQUEST FOR PROPOSAL FOR:

**One (1) 4X4, ½ Ton, 4 Door Extended Cab Pickup for
Public Works
2017-10PWREC Truck**

ISSUE DATE: Friday, August 11, 2017

SUBMISSION DEADLINE: 3:00pm Wednesday, August 30, 2017

The Township 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 Township of Perry
1695 Emsdale Road, Po Box 70
Emsdale, On P0A 1J0**

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1. Introduction

The Township of Perry, "Township" is inviting prospective Bidders to submit proposals for the provision of One (1) 4X4, ½ Ton, 4 Door Extended Cab Pickup Truck for Public Works.

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 Township of Perry at the Reception Desk at 1695 Emsdale Road, Emsdale Ontario, on or before 3:00pm, Local Time on Wednesday, August 30, 2017.

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 3:01 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. Summary of Events

Task	Date
Date of Posting	Friday August 11, 2017
Deadline for receipt of Questions	Wednesday August 23, 2017
Issue Answers on or before	Thursday August 24, 2017
Submission Deadline	Wednesday August 30, 2017

Note: Although every attempt will be made to meet all dates, the Township reserves the right to modify any or all dates at its sole discretion.

4. Inquiries

All inquiries concerning this RFP including scope of work, process and results will be made in writing (e-mail) by the date listed above to:

Kim Seguin

Treasurer, Township of Perry

kim.seguin@townshipofperry.ca

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

5. 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 Township, 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 Township considers that a correction, explanation or interpretation is necessary or desirable, the Township will issue an addendum.

The Township shall not be held liable for any errors or omissions in any part of this document. While the Township 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 Township nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the Township from forming their own opinions and conclusions with respect to the matters addressed in this document.

Addenda if required will be issued by the Township 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 forty-eight (48) hours before the closing date and time. It is the responsibility of the Bidder to have received all addenda that have been issued by the Township. No oral explanation or interpretation will modify any of the requirements or provisions of the documents. The Township will assume NO responsibility for oral instructions or suggestions.

6. 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.

7. 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 Township shall be borne by the Bidder.

8. 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.

9. 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.

10. Tender Opening

The Township will open bids publicly at 3:30 p.m. on Wednesday, August 30, 2017 at 1695 Emsdale Road, Emsdale, ON.

Once the Township 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 September 6, 2017 Council meeting and direction is given to accept the successful proposal.

11. Right to Accept or Reject Bids

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

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

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

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

The Township 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 Township or that may provide the greatest value and benefit to the Township based upon and not limited to:
 - i. price
 - ii. availability
 - iii. service
 - iv. past experience
 - v. past performance
 - vi. qualification
- e. waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Proposal Form or Proposal Submission.

The Township 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 Township 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 Township 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 Township 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 Township'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 Township 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 Township may require.

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

If only one Proposal is received, the Township 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 Township 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 Township's rights under this Section and absolutely waives any right, or cause of action against the Township, by reason of the Township's failure to accept the Proposal submitted by the Bidder, whether such right or cause of action arises in contract, negligence or otherwise.

12. 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 Township.

13. Award Subject to Approval

Bidders are advised that the award of any contract is subject to the approval of the Township's Council and provided the RFP be within the approved funding within Township's 2017 Budget.

14. 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 Township.

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.

15. Black Out Period

The Township prohibits communications with respect to this bid opportunity initiated by a Bidder to any Township 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 Township during the Black Out Period will be initiated by a representative from the Township 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.

16. Freedom of Information and Protection of Privacy

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

17. Conflict of Interest

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

18. 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 Township, 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.

19. 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 Township; 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.

20. Notification and Execution of Contract

The successful Bidder selected by the Township to enter into contract will be notified in writing. The successful Bidder shall sign the contract in duplicate (2), within ten (10) business days of receiving notification. This provision is solely for the benefit of the Township and may be waived by the Township.

If a selected Bidder fails to execute the agreement, the Township 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.

21. Pricing

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

22. Piggyback Option

Any resultant contract between the successful Bidder(s) and the Township 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 Township Departments requiring similar vehicles may access the successful proposal and negotiate a purchase of a vehicle.

23. Delivery Schedule

The Township 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 Township 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. In the event that the vehicle(s) cannot be delivered on the stipulated firm proposed delivery date or any subsequent Extended Delivery Date thereof, the Township, at any time and at its sole discretion may opt for one of the following remedies:

- a. That the supplier loan a vehicle (“Loaner Vehicle”) to the Township for use until the Township vehicle is received by the Township. The number of loaner vehicles required will be equal to the number of vehicles which have an Extended Delivery Date and must be of comparable equivalent specifications to those vehicle(s); or
- b. Terminate the purchase order for the vehicle(s) which have an Extended Delivery Date without penalty to the Township.

24. Time is of the Essence

The Township 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. **“Time is of the essence”**.

25. 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.

26. 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.

27. Township Not Employer

The supplier agrees that the Township 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.

28. 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 Township. 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 Township.

29. Indemnification

The supplier shall indemnify and save harmless the Township from and against all claims, actions, losses, costs, damages, or other proceedings by whomsoever made, including substantial indemnity legal costs, which the Township, 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.

30. 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 Township, the Township 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 Township shall be entitled to exercise any one or more of the following remedies:

- a. the Township may terminate the Contract without further notice and exercise its rights to the performance security provided by the supplier;
- b. the Township may withhold any payment due to the supplier hereunder until the supplier has remedied its failure;
- c. the Township 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 Township; or
- d. the Township may assert any other remedy available to it in law or equity.
- e. The Township reserves the right to terminate the contract at any time without cause and without liability upon thirty (30) days written notice.

31. Evaluation of Performance

Upon completion of the contract, the Township may complete an evaluation of the suppliers' 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 Township references for the supplier and also may be reviewed and may form part of the criteria when awarding future bids by the Township. In the event of documented poor performance, non-performance or conflict of interest, the Township 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.

32. Freedom of Information and Protection of Privacy

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

33. Payment Terms

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

Invoices may be submitted electronically to kim.seguin@townshipofperry.ca or mailed directly to:

The Township of Perry
Attn: Kim Seguin
PO Box 70, 1695 Emsdale Road
Emsdale, ON P0A 1J0

Inquiries regarding payment status shall be directed to kim.seguin@townshipofperry.ca.

34. Specifications

The vehicle shall be supplied with all standard equipment and features as outlined in the manufacturer's standard specifications for One (1) 4X4, ½ Ton, 4 Door Extended Cab Pickup. The vehicle will also be supplied with the options as outlined on the Schedule of Items and Unit Prices.

35. Vendor of Record

The Township 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.

36. Manufacturer's Specifications & Literature

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

37. 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 Township'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 Township of Perry. Bidders are required to specify on the Bid Form where warranty work will be available.

38. 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 Township of Perry. Bidders shall include the costs of any such permits and licences in their bid.

39. Trade-Ins

Trade in is optional not a requirement for the purchase of the new vehicle.

2007 GMC Canyon 4x4 Extended Cab, Automatic with two sets of tires winters and summers as is. Currently 195,000 kms but still in service until replaced



BID FORM

THE TOWNSHIP of PERRY

1695 Emsdale Road, PO Box 70 Emsdale, ON P0A 1J0

2017-10 PWREC Truck

One (1) 4X4, ½ Ton, 4 Door Extended Cab Pickup Truck for Public Works

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

- Bid Form
- Schedule I – Items and Prices
- 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 – Items and Prices.

AUTHORIZED SIGNATURES

Authorized Signature of Bidder

Name of Bidder Representative

Title of Bidder

Date

Signature of Witness

Name of Witness

SCHEDULE I
ITEMS AND UNIT PRICES
SPECIFICATIONS / COMPLIANCE

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.

Where your equipment is in complete complianceIndicate **Yes** in the COMPLIANCE box.

Where your equipment is different.....Indicate **your specification** in the COMPLIANCE box.

Item # 1 - Public Works Vehicle		
	DESCRIPTION	COMPLIANCE
1	Production year between 2016-2018 One (1) 4X4, ½ Ton, 4 Door Extended Cab Pickup with less than 5,000 kms	Make: Model: Year:
2	Minimum V6 engine or equivalent	
3	Automatic transmission minimum	
4	Minimum Torque Rating 400ft-lb	
5	Power windows & locks	
6	Air conditioning	

2017-10 PWREC Truck

ITEM	DESCRIPTION	COMPLIANCE
7	Cruise control	
8	Bluetooth/Hands free technology equipped	
9	Flooring in rubber or vinyl	
10	Engine block heater	
11	Front & rear mud flaps	
12	Minimum Towing Capacity of 8,000 lbs	
13	Standard trailer package	
14	Standard warranty package minimum 3 year or 60,000 kms	
15	Vehicle licensing arranged and supplied by supplier, price to be included in bid.	

ITEMS & PRICES

The Total Price shall include all costs incurred, including supply, delivery and applicable taxes but excludes trade-ins if applicable.

Item # 1: One (1) 4X4, ½ Ton, 4 Door Extended Cab Pickup Truck

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		\$
Optional trade in	Trade in of 2007 GMC Canyon 4x4 as is	\$
	H.S.T.	\$
	Total Price	\$

THIS AGREEMENT made in duplicate on this _____ day of _____ 2017.

BETWEEN

The Township of Perry hereinafter called the "Owner",

AND

_____ herein after called the "Supplier"

WHEREAS the Owner has awarded to the Supplier the Contract for;

2017-10 PWREC Truck

One (1) 4X4, ½ Ton, 4 Door Extended Cab Pickup Truck for Public Works

According to the terms and conditions herein referred to, the Supplier having put in a Bid therefore, a copy of which is hereto annexed, which bid was accepted by the "Owner" on the;

_____ day of _____, 2017.

THE Supplier covenants and agrees with the Owner to provide, as more specifically set out in the Proposal Documents and provide such goods, proper and sufficient materials, equipment and labour of all kinds whatsoever as may be necessary for Supplying the said goods and services, as hereinafter specified and in accordance with the conditions and requirements prepared therefore and attached hereto and which are expressly acknowledged and made part of this Contract.

IN witness where of the parties hereto have hereunto set their hand and seals on the above date.

SUPPLIER

SIGNED, SEALED AND)
DELIVERED)

Signature: _____

Position: _____

(I have authority to bind the Company)

Witness: _____

(If not under Seal)

THE TOWNSHIP OF PERRY

Per: _____

Beth Morton, Clerk Administrator

Per: _____

Norm Hofstetter, Mayor

2017-10 PWREC Truck

SUBMISSION LABEL

From: _____

Address: _____

Contact: _____

Email: _____

Deliver to:

**The Township of Perry
ATTN: Kim Seguin, Treasurer
c/o RECEPTION
1695 Emsdale Road, PO Box 70
Emsdale, ON P0A 1J0**

SEALED BID:

BID NUMBER: 2017-10 PWREC Truck

DESCRIPTION: One 4 door 4x4 Full Size Pickup

CLOSING DATE: Wednesday, August 30, 2017 3:00pm