

REQUEST FOR PROPOSALS

FOR

4X4 Mid Size SUV

Request for Proposals No. : 2020-RFP-01

Issued: February 26, 2020

Submission Deadline: Monday March 16, 2020 2:00:00 PM

ELECTRONIC SUBMISSION AT:

ofdchief@oliver.ca

Your submission must be emailed, submitted and finalized prior to the Closing Time. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to finalize your submission.

Amendments of Proposals

Respondents may amend their proposals prior to the Closing Time by submitting the amendment in the same manner as the original proposal. Amendments must be marked with the RFP title and number and the full legal name and return address of the respondent and must clearly indicate which part of the proposal the amendment is intended to amend or replace.

Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the deliverables, a respondent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the respondent. The Town is under no obligation to return withdrawn proposals.

1.0 SCOPE OF THE PROPOSAL

1.1 INTRODUCTION

The Town of Oliver is seeking Proposals from qualified suppliers for one (1) 4x4 Mid-Size SUV.

The Town is not necessarily interested in obtaining the lowest price for this product, interested parties with proven experience and qualifications for the supply of the vehicle will only be considered. The quality of the product, performance, delivery, maintenance, service, past performance and delivery along with other factors will be taken into consideration in the evaluation of this RFP.

2.0 INTERPRETATION

2.1 DEFINITIONS

- a. "Best Value" means the value placed upon quality, service, past performance and price.
- b. "Town" means The Corporation of the Town of Oliver.
- c. "Town Representative" means the representative or appointee engaged by the Town to supervise the work.
- d. "Contract" means an agreement between the Town and the Successful Proponent.
- e. "Goods" means the product being identified in the RFP.
- f. "must," "mandatory" or "required" means a requirement that must be met in order for a PROPOSAL to receive consideration.

- g. "Premises" shall mean building(s) or part of a building with its appurtenances.
- h. "Proposal" shall mean the Proponent's submission to the RFP.
- i. "Proponent" means a party submitting a Proposal to this RFP.
- j. "RFP" means the "Request for Proposal".
- k. "Request for RFP" (RFP) includes the documents listed in the index of the Request for RFP and any modifications thereof or additions thereto incorporated by addenda before the close of RFP.
- l. "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for RFP.
- m. "Special Conditions" means the special conditions, which are included in the RFP.
- n. "Specifications" means the specifications which are included in the RFP.
- o. "Subcontractor" includes, inter alia, a person, firm or corporation having a contract with the Successful Proponent for the execution of a part or parts, or furnishing to the Successful Proponent materials and/or equipment called for in the RFP.
- p. "Successful Proponent" means the Proponent submitting the most advantageous RFP as determined by the Town of Oliver.
- q. "Work" means any labour, duty and/or efforts to accomplish the purpose of this Work.

3.0 INSTRUCTIONS TO PROPONENTS

The following terms will apply to this RFP and to any subsequent Contract. Submission of a Proposal in response to this RFP indicates acceptance of all the following terms:

3.1 GENERAL

- a. The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of British Columbia.
- b. In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Works, the more restrictive shall apply.
- c. Applicability of law: All references in the RFP to statutes and regulations thereto and Town bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

- d. Copyright: All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the Town of Oliver, shall remain the property of the Town of Oliver.
- e. In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) all other documents.
- f. Headings are for convenience only: Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.
- g. Method of payment is governed by Town policy as well as applicable Federal and Provincial laws.
- h. The RFP, accepted submission, and Town Contract represent the entire Agreement between the Town and the Successful Proponent and supersede all prior negotiations, representations or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Successful Proponent and the Town.

3.2 OWNERSHIP OF DOCUMENTS

All documents and materials submitted in response to this RFP shall become the property of the Town.

4.0 REQUEST FOR RFP PROCESS

4.1 NOT A TENDER CALL

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the Town.

4.2 NO OBLIGATION TO PROCEED

Though the Town fully intends at this time to proceed through the RFP, in order to select the Goods, the Town is under no obligation to proceed with the Goods, or any other stage. The receipt by the Town of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Town. There is no guarantee by the Town, its officers, employees or managers, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the Town for the purchase of the Goods.

5.0 PRE-RFP INFORMATION

5.1 COST OF PREPARATION

Any cost incurred by the Proponent in the preparation of this Proposal will be borne solely by the Proponent.

5.2 INTENTION OF THE TOWN

The Proponent that submits the most advantageous Proposal and which represents the interests of the Town, best overall, may be awarded the Contract. The Town reserves the right to accept or reject all or part of the RFP, however, the Town is not precluded from negotiating with the Successful Proponent to modify its Proposal to best suit the needs of the Town.

5.3 REJECTION OF PROPOSALS

The Town reserves the right to reject, at the Town's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which either:

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialled) erasures or corrections in the Proposal or any schedule thereto;
- c. omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- d. fails to complete the information required by the RFP to be furnished with a Proposal; and/or
- e. fails to complete the information required whether the same purports to be completed or not.

Further, a Proposal may be rejected on the basis of the Proponent's past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and/or Municipal legislation. As it is the purpose of the Town to obtain a Proposal most suitable to the interests of the Town and what it wishes to accomplish, the Town has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed most favourable to the interest of the Town.

5.4 EVALUATION CRITERIA

The following criteria, but not restricted thereto, will be used to evaluate Proposals:

Proposals will be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. If all submissions do not meet the Town's mandatory criteria, it shall remain the Town's sole discretion to evaluate submissions and reject all or award to the Proponent with the highest overall ranking.

MANDATORY CRITERIA

MANDATORY CRITERIA
<ul style="list-style-type: none">• Appendix A - Certification Form – Signed and Dated• Appendix B -Specification Sheets• Appendix C - Bid Sheet

SCORED EVALUATION CRITERIA

Proposals meeting the mandatory requirements will be further evaluated based on predetermined criteria and weighting as detailed below:

CAPABILITY OF EQUIPMENT –25 POINTS
<ul style="list-style-type: none">• Past experience with make of vehicle• Past performance with make of vehicle• Other features
SUPPLIER SERVICE AND MAINTENANCE – 35 POINTS
<ul style="list-style-type: none">• Previous services experience• Previous maintenance experience• Past delivery and history of Proponent• Warranty offered• Proximity of warranty depots
COST – 40 POINTS
<ul style="list-style-type: none">• Purchase price• Options

5.5 EVALUATION COMMITTEE

Evaluation of Proposals may be by an Evaluation Committee formed by the Town and may include a representative of its Finance Division.

Upon submitting a Proposal, Proponents agree that the Town may disclose their company name; however, no prices, scores, weights or totals will be provided to any Proponents.

Awards will be made based on the Best Value offered, and the Best Value will be determined by the Town. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.

5.6 CONFIDENTIALITY

The Town will endeavour to keep all Proposals confidential. The material contained in the Proposal from the Successful Proponent will be incorporated in a contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the Town contract shall not be released if the Purchasing Department of the Town deems such releases inappropriate, subject to the *Protection of Privacy and Freedom of Information Act*.

5.7 CLARIFICATION

The Town reserves the right to seek Proposal clarification with the Proponents to assist in making evaluations.

5.8 GIFTS AND DONATIONS

Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of the Town. The Successful Proponent shall report to the Finance Department of the Town any attempt by Town employees to obtain such favours.

5.9 ACCEPTANCE OF PROPOSAL

The Town shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal.

No act of the Town other than a notice in writing signed by the Town's Corporate Officer or Chief Financial Officer shall constitute an acceptance of a Proposal. Such acceptance shall bind the Successful Proponent to execute in a manner satisfactory to the Town.

5.10 NEGOTIATION DELAY

If a written Contract cannot be negotiated within 30 days of notification of the Successful Proponent, the Town may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

6.0 PROPOSAL PREPARATION

6.1 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, please submit the information in the same format, as a separate Proposal.

6.2 CHANGES TO PROPOSAL WORDING

The Proponent will not change the wording of its Proposal after the submission deadline and no words or comments will be added to the Proposal unless requested by the Town for purposes of clarification.

6.3 LIMITATION OF DAMAGES

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

6.4 FIRM PRICING

Proposals must be firm for at least 60 days after the final date. Prices will be firm for the entire contract period.

6.5 CURRENCY AND TAXES

Prices quoted are to be:

- in Canadian dollars;
- inclusive of duty, where applicable;
- FOB destination, delivery charges included where applicable; and
- Taxes extra.

7.0 ADDITIONAL TERMS

7.1 SUB-CONTRACTING

- a. Using a Sub-contractor (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two (2) Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two (2) product or service lines and this must be defined in the Proposal.
- b. A Sub-contractor individual or firm, whose current or past corporate or other interests may, in the Town's opinion, give rise to a conflict of interest in connection with this Work will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Proposal.

7.2 LIABILITY FOR ERRORS

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Contractors. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Contractors from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

7.3 AGREEMENT WITH TERMS

By submitting a Proposal the Contractor agrees to all the terms and conditions of this RFP. Contractors who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.

7.4 USE OF REQUEST FOR RFP

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

8.0 CONDITIONS

- a. A qualified Proposal is one which meets the needs and specifications of the Town, the terms and conditions contained in the RFP. The preferred Proposal is a qualified Proposal offering the Best Value, as determined by the Town.
- b. The Town will decide whether a Proposal is qualified by evaluating all of the Proposals based on the needs of the Town, specifications, terms and conditions and price. The Town Finance Manager and/or department head of the Town will examine all Proposals and recommend which Proposal is in the Town's best interest.

- c. A Proposal which is unqualified is one that exceeds the cost expectations of the Town and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the Town. The Town reserves the right to reject any or all unqualified Proposals.
- d. The Town reserves the right to cancel this RFP at any time.
- e. The Town recognizes that Best Value is the essential part of purchasing a product and/or service and therefore the Town may prefer a Proposal with a higher price, if it offers greater value and better serves the Town's interests, as determined by the Town, over a Proposal with a low price. The Town's decision shall be final.
- f. The Town reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the Town Purchasing Department and/or department head.
- g. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.
- h. The Successful Proponent, herein named the Contractor, shall guarantee that his Proposal will meet the needs of the Town and that any or all item(s) supplied and/or service(s) rendered shall be correct. If the item(s) supplied by the Contractor and/or the service(s) rendered by it are in any way incorrect or unsuitable, all correction costs shall be borne solely by the Contractor.
- i. All proposed prices shall include delivery F.O.B. Town of Oliver Fire Hall or other destination point, as specified by the Town, and the Contractor shall bear all risks of loss and/or damage.
- j. Where only one Proposal is received, the Town reserves the right not to make public the amount of the Proposal. The amount of the Proposal will be made public if a contract is awarded. The Town reserves the right to accept or reject a Proposal, where only one Proposal is received.
- k. The Town reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this RFP.
- l. The Town shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.
- m. Cancellation Clause: The Town reserves the right to cancel the Contract Agreement for goods and/or services as outlined in this RFP, at any time, by providing 30 days written notice to the Contractor.

9.0 CONTRACTOR'S OBLIGATIONS

9.1 GOVERNING REGULATIONS

The Contractor shall apply and pay for all necessary permits or licences required for provision of the Goods. The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Goods and to the preservation of the public health. The Contractor shall be responsible for the safety of all workmen and equipment on the Work in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

10.0 INSURANCE PROTECTION AND DAMAGE

10.1 INDEMNITY

The Contractor shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Town, its elected officials, officers, employees and Managers (collectively) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities.

The Contractor shall defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

10.2 SOFTWARE

It is the Contractor's responsibility to ensure that the Town has all licenses required to use any software that may be supplied by the Contractor pursuant to the Contract.

10.3 ARBITRATION

All disputes arising out of or in connection with the Contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

**APPENDIX A – CERTIFICATION FORM
2020-RFP-01 Mid-Size SUV**

1. Respondent Details:

Full Legal Name of Respondent:	
Other "DBA" Names the Respondent Uses:	
Registered Address:	
Respondent Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

2. Certification & Acknowledgement of RFP Process:

By signing this Appendix A – Certification Form, we the Respondent, certify and acknowledge the following:

- a. We have carefully read and examined this RFP document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Services detailed in Part A for the pricing submitted in this Proposal.
- b. We certify that the statements made in this Proposal are true and submitted in good faith.
- c. We acknowledge that the RFP process will be governed by the terms and conditions set out in Part B, and it is explicitly understood that this RFP process does not form a legally binding irrevocable bid process, commonly referred to as a 'Contract A' based bid process, and further that both the Respondent and the Town are free to cancel their participation in this RFP process at any time up until the execution of a written Contract.
- d. We certify that in relation to this RFP process, we have not engaged in any conduct which would constitute a conflict of interest and we understand that a conflict of interest would include the following situations:
 - i. The Respondent has an unfair advantage or engages in conduct which may give it an unfair advantage;
 - ii. The Respondent has had access to confidential information of the Town which is not available to other Respondents to this RFP.
 - iii. The Respondent has influence over an employee of the Town who is a decision-maker involved in this RFP process, which could reasonably be perceived as giving the Respondent an unfair advantage or preferential treatment.

3. Confirmation of Addenda Received:

We confirm receipt of the following addenda that were issued by the Town up until the Closing Date and Time:

Addendum #	Issued On Date:

4. Certification Signature:

The Respondent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Respondent:

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

**APPENDIX B – SPECIFICATIONS
2020-RFP-01 SPECIFICATIONS FOR Mid Size SUV**

REFERENCE	REQUIRED/PREFERRED SPECIFICATIONS	STATE MANUFACTURER'S SPECIFICATIONS
1. Year	2018 or Newer 30K KMS or Less	
2. Make	STATE	
3. Model	MID-SIZE SUV	
4. Wheel Base	STATE	
5. Cargo Area	REAR HATCH BACK REQUIRED	
6. Engine	4-6 CYL TURBO PREFERRED or 8 CYL BLOCK HEATER REQUIRED	
7. Electrical		
a) Alternator	STATE	
b) Batteries	STATE	
c) Skid plate Package	REQUIRED	
8. Transmission	AUTOMATIC - REQUIRED	
9. Rear Axle	STATE	
10. Tires		
a) Size	STATE	
b) Type	A/T TIRES – PREFERRED	
c) Spare	FULL SIZE SAME AS OTHERS	
11. Brakes	ABS REQUIRED	
12. 4x4	AWD OR 4X4 REQUIRED	
13. Cab	SEATS 5 REQUIRED	
a) Intermittent Wipers	REQUIRED	
b) Air Conditioning	REQUIRED	

c) Seat	CLOTH PREFERRED	
d) Vinyl floor mats	REQUIRED	
e) Full Gauge Package	REQUIRED	
f) AM/FM Radio with VOICE NAV SYSTEM	REQUIRED	
g) Tilt steering	REQUIRED	
14. Paint	RED OR WHITE (WHITE PREFERRED)	
15. Interior	GREY PREFERRED	
16. Warranty	STATE WARRANTY OFFERED	
17. Glass	TINTED PREFERRED	
18. Bumper	REAR HITCH PREFERRED	

The Town will consider the following options if budget permits:

OPTIONS	DESCRIPTION	PRICE
1. Optional Engine Sizes	State Displacement and HP	
2. 4 Steel Rims with Winter Tires		
3. Available Optional Warranty		

**APPENDIX C - BID SHEET
2020-RFP-01 Mid-Size SUV**

The undersigned Proponent has carefully examined the RFP for the Equipment requested and will provide the Equipment required. Prices in Canadian dollars, FOB Oliver Town Fire Department.

Description	Price per each	Extended Price
Mid Size SUV		
Environmental Taxes & Levies		
5% GST		
7% PST		
TOTAL		\$

NOTE: please include a delivery lead-time schedule with your submission. Vendors may be penalized, during evaluation, for late delivery when considering future purchases

Delivery Date: _____

FIRM NAME: _____

ADDRESS: _____

_____ POSTAL CODE _____

PHONE NO. _____ EMAIL: _____

FAX NO. _____ DATE _____

**SIGNATURE OF BIDDER _____

PRINT NAME _____

**** must be an official signatory of the company**