

THE CORPORATION OF THE TOWN OF COBOURG



REQUEST FOR PROPOSAL FOR

Purchase of Cargo Van

CO-22-19 LSD

ISSUE DATE: Friday June 10th, 2022

CLOSING DATE: Friday June 24th 2022 at 2:00 P.M.

ATTN: Brent Larmer

Municipal Clerk/Director of Legislative Services

Corporation of the Town of Cobourg

Victoria Hall, 55 King Street West

Cobourg, Ontario K9A 2M2

LATE SUBMISSIONS WILL NOT BE ACCEPTED

THE LOWEST PROPOSAL OR ANY PROPOSAL AT ALL WILL NOT BE NECESSARILY ACCEPTED



THE CORPORATION OF THE TOWN OF COBOURG

REQUEST FOR PROPOSAL RECEIPT LABEL

THIS LABEL MUST BE SECURELY ATTACHED TO THE FRONT OF THE SEALED ENVELOPE CONTAINING THE REQUEST FOR PROPOSAL.

ALL REQUESTS FOR PROPOSALS MUST BE RECEIVED AT:

LEGISLATIVE SERVICES, 55 King Street West, Cobourg ON K9A 2M2 905-372-4301

COMPLETED BY DEPARTMENT ISSUING REQUEST FOR PROPOSAL	
REQUEST FOR PROPOSAL NUMBER:	CO-22-19 LSD
REQUEST FOR PROPOSAL NAME:	Cargo Van Fleet Acquisition for By-Law & Licensing Services
CLOSING DATE:	Friday June 24 th , 2022
CLOSING TIME:	2:00 P.M.

COMPLETED BY COMPANY SUBMITTING REQUEST FOR PROPOSAL	
SUBMITTED BY:	
COMPANY CONTACT:	
COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY PHONE:	

LEGISLATIVE SERVICES USE ONLY			
REQUEST FOR PROPOSAL RECEIPT:			
DATE:	TIME:	INITIALS:	
LEGISLATIVE SERVICES USE ONLY			
REQUEST FOR PROPOSAL OPENING:			
DATE:	TIME:	INITIALS:	INITIALS:

By-law 016-2012, Purchasing Policy (est March 19, 2012)

Part 7.1, Section 7, RETURN RECEIPT OF COMPETITIVE BID DOCUMENTS, Purchasing Policy,

"All Request for Proposals will be issued from and received at the office of the Municipal Clerk, located at the Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9A 2M2,

using the appropriate label or envelope as provided in bid package."

1.0 INTRODUCTION

The request for proposal (RFP) is an invitation by the Town of Cobourg to perspective proponents to submit proposals for the purchase/lease of a cargo style van to conduct animal services work (impound, kenneling and transportation) for the Bylaw Enforcement and Licensing Services Department. Through submission of a Proposal, successful dealers will identify their experience with the sale/lease of such vehicles, ability/capability to install or arrange install of electronic and emergency lighting equipment as well as existing vehicle stock or ordering and delivery times.

2.0 INFORMATION FOR PROPONENTS

All proposals must be received on or before Friday June 24th, 2022, **at 2:00 P.M.**, in order for a proposal to be received it must be delivered by Courier, in hand, or by postal service and received by an authorized representative of the Municipal Clerk at the indicated address and clearly marked using the RFP Proposal Label issued by the Town of Cobourg.

Proponents should submit their proposal in a sealed envelope.

Proposals received at 2:00 P.M. as shown on the stamp and RFP Label at the Municipal Clerk's Office are 'On Time' and will be accepted. Proposals received at 2:01 P.M. or later, and shown on the stamp and RFP Label at the Municipal Clerk's Office will be considered late, will be rejected and returned unopened to the respective Proponent.

The submitted and accepted RFP Label and Stamp is the official time for the deadline for submission. No other clock or source will be recognized when considering the submission date and time of proposals.

A proposal may be altered by submitting another proposal at any time up to the specified time and date for proposal closing. The last proposal received shall supersede and invalidate all proposals previously received by the proponent for the contract.

A proposal may be withdrawn at any time up to the specified time that and date for the proposal closing by submitting a letter bearing the proponents signature and deliver to the Municipal Clerk. Such a submission must be received in sufficient time to be marked with the time and date of the receipt.

The Town of Cobourg shall not be liable for any cost of preparation or presentation of proposals, and all proposals and accompanying documents submitted by the Proponent become the property of the Town of Cobourg and will not be returned. There will be no payment to the Proponents for work related to, and materials supplied in preparation, presentation and evaluation of any proposal, nor for the Contract negotiations whether they are successful or unsuccessful.

The Town of Cobourg, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of any delay in the acceptance of any proposal.

3.0 DESIGNATED OFFICIAL

For the purpose of this contract, Brent Larmer Municipal Clerk/Director of Legislative Services, is the “Designated Official” and shall perform the following functions: releasing, recording and receiving proposals, recording and checking of submissions: answering queries from perspective proponents, reviewing proposals received, ruling on those not completing or meeting requirements and coordinating the evaluation of the responses.

4.0 QUESTIONS/INQUIRES

Each Proponent must satisfy himself/herself by personal study of the RFP documents. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the RFP.

Inquiries regarding the Request for Proposal process or format of the response must be directed, in writing to Brent Larmer, Municipal Clerk/Director Legislative Services by email to clerk@cobourg.ca

All clarification requests are to be sent in writing to the Designated Official noted above. No clarification requests will be accepted by telephone. Response to clarification requests will be provided to all interested parties. Inquires must not be directed to other Town of Cobourg Employees or elected officials. Directing inquires to other than the Designated Official may result in your submission being rejected.

Inquires received within three (3) days of the closing date will NOT be answered or responded to the Proponent.

5.0 ADDENDA

The Designated Official will issue changes to the RFP documents, which may include amendments to the submission deadline or changes to the scope of work or qualifications of Proponents, by addendum only. No other statement, verbal or written, made by the Town of Cobourg will amend the RFP documents. The Town will make every effort to issue all addenda no later than Monday June 20th, 2022.

The Proponent shall not rely on any information or instructions by the Town of Cobourg or a Town Representative except the RFP documents and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the Town. Proponents may seek confirmation of the number of addendums issued under this RFP in writing to Brent Larmer, Municipal Clerk/Director of Legislative Services clerk@cobourg.ca

6.0 RFP SCHEDULE OF EVENTS

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Town of Cobourg reserves the right to modify or alter any or all of the dates at its sole discretion by notifying all proponents in writing at the address indicated in the completed RFP submitted to the Town of Cobourg.

Issued RFP:	Friday June 10 th , 2022
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Last Day for Questions:	Tuesday June 21 st , 2022
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RFP close:	Friday June 24 th , 2022
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*Dates noted above are an approximation only and are subject to change.

7.0 GENERAL CONDITIONS

7.1 TOWN'S RIGHT TO ACCEPT OR REJECT

The Town of Cobourg reserves the right to reject any or all proposals, including without limitation the lowest proposal, and award the Contract to whomever the Town of Cobourg its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents or herein.

Without limiting the generality of the foregoing, The Town of Cobourg reserves the right, in its sole and absolute discretion, to accept or reject any Proposal which in the view of the Town of Cobourg is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the Town of Cobourg considers unbalanced, or which is unaccompanied by a requirement that was asked of each Proponent within the RFP deliverables.

Criteria which may be used by the Town of Cobourg in evaluating proposals and awarding the contract are in the Town of Cobourg's sole and absolute discretion and without limiting the generality of the foregoing, may include one or more or: price; total cost to the Town of Cobourg; reputation; claims history of the Proponent; qualifications and experience of the Proponent and its personnel; quality of services and personnel proposed by the Proponent; ability to work with the Town of Cobourg's existing infrastructure; and ability of the Proponent to ensure continuous availability of qualified and experienced personnel.

Should the Town of Cobourg not receive any RFP submissions satisfactory to the Town of Cobourg, the Town in its sole and absolute discretion, the Town reserves the right to resubmit a new RFP Process for the Contract, or negotiate a contract for the whole or any part of the Contract with any one or more persons whatsoever, including one or more of the Proponents.

The Town reserves the right to request clarification of information contained in a proposal.

The Town reserves the right to modify any and all requirements stated in the Request for Proposal at any time prior to the possible awarding of the contract.

The Town reserves the right to cancel this Request for Proposal at any time, without penalty or cost to the Town. This Request for Proposal should not be considered a commitment by the Town of Cobourg to enter into any contract.

The award to the Successful Proponent is a recommendation by the Evaluation Committee to Cobourg Municipal Council to execute an Agreement. The Town reserves the right to enter into negotiations with the Successful Proponent. If these negotiations are not successfully concluded, the Town reserves the right to begin negotiations with the next selected Proponent. There is no guarantee that Cobourg Municipal Council will execute any Agreement.

Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.

In the event of any disagreement between the Town and the Proponent regarding the interpretation of the provisions of the Request for Proposal, the Municipal Clerk or an individual acting in that capacity, shall make the final determination as to interpretation. No proposal shall be accepted from any person or Proponent who, has a claim or has instituted a legal proceeding against the Town or against whom the Town has a claim or has instituted a legal proceeding, without the prior approval of Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

7.2 CONFLICT OF INTEREST

- a) The Proponent further declares that no Member of the Council of the Town of Cobourg and no officer or employee of the Town of Cobourg will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.
- b) Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the Town of Cobourg prior to the submission of a proposal. The Town of Cobourg may, at its discretion, delay

any evaluation or award until the matter is resolved to the Town of Cobourg's satisfaction. The Town of Cobourg may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the Town of Cobourg determines that it is in its best interests to do so.

- c) The Town reserves the right to disqualify a proposal where the Town believes a conflict of interest or potential conflict of interest exists.

7.3 SUBSTANTIAL COMPLIANCE OF PROPOSALS

In the event that a preferred proposal does not entirely meet the requirements of the Town, the Town reserves the right to accept any proposal that substantially complies with the requirements of this RFP in its sole and absolute discretion but notes that any failure to complete a requirement of the RFP will likely impact upon the evaluation criteria and may result in the Proposal being deemed non-responsive.

7.4 DISQUALIFICATION OF PROPONENTS

More than one proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between Proponents will be sufficient for rejection of any proposals so affected.

7.5 CONFIDENTIALITY

The proposal must not be restricted by any statement, covering letter or alteration by the Proponent in respect of confidential or proprietary information. The Town of Cobourg will treat all proposals as confidential. The Town will comply with the *Municipal Freedom of Information and Protection of Privacy Act*, and its retention by-law pursuant to the *Municipal Act, 2001* in respect of all proposals. All Public Reports approved by the Council of the Town of Cobourg will become public information.

Proponents acknowledge that the Town of Cobourg, being an Ontario municipality, is subject to the *Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c. M. 56* ("MFIPPA") and as a result, some information may be required to be disclosed by the Town of Cobourg as a statutory requirement. Proponents agree that notwithstanding this section 8.5 of the RFP the Town shall have no obligation with respect to the disclosure of confidential information and the Proponent, by submitting a Proposal, does hereby fully and finally release the Town from any liability for disclosing confidential information in the event the Town discloses confidential information in accordance with a lawful statute applicable in Ontario, including MFIPPA, or is ordered to disclose such information by the Office of the Information and Privacy commissioner or any court or tribunal of competent jurisdiction.

7.6 PROPOSAL ASSIGNMENTS

The successful Proponent will not be permitted to assign or transfer any portion of the proposal as submitted or the subsequent agreement without prior written approval from the Town of Cobourg.

7.7 PURCHASING POLICY BY-LAW NO. 016-2012

Submissions will be solicited, received, evaluated, accepted and processed in accordance with the Town of Cobourg's Purchasing Policies as amended from time to time as attached to the RFP as Annex "A".

7.8 FAILURE TO PERFORM

Failure to comply with all terms and conditions of this proposal, and failure to supply all documentation, as required herein, shall be just cause for cancellation of the award. The Town shall then have the right to award this contract to any other Proponent or to re-issue this RFP.

7.9 COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIO WITH DISABILITIES ACT 2005

The Proponent shall ensure that all its employees and agents receive training regarding Accessibility as outlined in the Accessible Customer Service Standard (Ontario Regulation 429/07) and the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11). The Proponent is responsible to ensure that all of its employees, volunteers and others for which the Proponent is responsible are adequately trained.

7.10 DISQUALIFICATION

The Town may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the Town, if,

- the Proponent fails to cooperate in any attempt by the Town to verify any information provided by the Proponent in its proposal;
- the Proponent contravenes one proposal per Person or Entity;
- the Proponent fails to comply with the laws of Ontario or of Canada, as applicable;
- the Proposal contains false or misleading information;
- the Proposal, in the opinion of the Town, reveals a material conflict of interest;
- the Proponent misrepresents any information contained in its proposal.

7.11 PROPONENTS COSTS

- a) The Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses related to the Proponent's involvement in;

- the preparation, presentation and submission of its proposal;
 - the Proponent's attendance at the Proponent's meeting;
 - due diligence and information gathering processes;
 - site visits and interviews;
 - preparation of responses to questions or requests for clarification from the Town;
 - preparation of the Proponent's own questions during the clarification process; and,
 - agreement discussions.
- b) The Town is not liable to pay such costs and expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process, including the rejection of all proposals or the cancellation of the RFP, and including any negligence of the Town in the conduct of the RFP process.

7.12 HUMAN RIGHTS, HARASSMENT AND OCCUPATIONAL HEALTH AND SAFETY

The Proponent shall be required to comply with the Town's policies regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety.

8.0 EVALUATION, NEGOTIATION AND AWARD

Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process and will not constitute a legally binding offer to enter into a contract on the part of the Town or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. Negotiations may include requests by the Town for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Town for improved pricing or performance terms from the proponent.

Time Period for Negotiations

The Town of Cobourg intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Town invites the top-ranked proponent to enter negotiations.

Failure to Enter into Agreement

If the Town is not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Town may discontinue negotiations with the top-ranked proponent and may invite the next-best-

ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Town elects to cancel the RFP process.

Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

9. RFP PARTICULARS

9.1 PRESENT REQUIREMENTS

The Town provides bylaw enforcement services within the town limits including animal control. A vehicle to house and transport animals impounded in the field to the pound/animal shelter is required. Animal services vehicles are typically of a cargo van configuration void of carpeting and having a barrier/bulkhead with a viewing window between the driver/passenger compartment to the cargo area and an open cargo area for the installation of ancillary surfaces (rubber matting, textured spray on liner, stainless steel plating) to aid with cleanliness, disinfection and sanitation. Stainless steel kenneling is routinely installed to provide secure confinement of animals for transport. Secondary Heating/Air Conditioning/Ventillation controls are essential to maintain optimal temperatures for animals housed in the rear compartment. Drainage is essential so that the animal handling area can be readily sprayed and sanitized. Windows in the rear and side door are beneficial for observation/viewing but are not necessarily required. Emergency 360 degree lighting is required for safe roadside work standards which is generally accomplished by installation of a roof mounted light bar having a controller for directional lighting and side alley lights. Pillar mounted spot lamps or a dash mounted spot lamp may be required. A PA/Siren package is also required with internal microphone and controller for air horn, yelp and stinger.

9.2 OBJECTIVE

The Town of Cobourg desires to have a completed proposal submission for purchase/lease of a cargo style van. The bid should clearly outline the following criteria;

9.2.1:

9.2.2 Pricing for a fully electric vehicle model of the stated configuration and the purchase price of Cargo Van in accordance with general specifications outlined;

9.2.3 Pricing for a hybrid electric vehicle model (ICE/Electric) of the stated configuration and the purchase price of Cargo Van in accordance with general specifications outlined;

9.2.4 Pricing for an internal combustion engine only model of the stated configuration and the purchase price of Cargo Van in accordance with general specifications outlined;

9.2.5 Leasing Cost (monthly) of a fully electric vehicle model of the stated configuration of Cargo Van in accordance with general specifications outlined;

9.2.6 Leasing Cost (monthly) of a hybrid electric vehicle (ICE/Electric) model of the stated configuration of Cargo Van in accordance with general specifications outlined;

9.2.7 Leasing Cost (monthly) of an internal combustion engine only model of the stated configuration of Cargo Van in accordance with general specifications outlined.

9.3 SPECIFICATIONS

The successful proponent is expected to provide a comprehensive response for the following deliverables:

Please provide a quote in accordance with section 9.2 above for:

One (1) NEW 2022 or 2023 – Cargo Van

Lot ready, with the following equipment:

Engine – Select Options and quote on each if available/applicable:

- Internal Combustion Only
- Hybrid Electric
- Fully Electric

Automatic transmission

Standard Wheelbase

Factory Spray-cargo area liner

Passenger Side barn door style doors (preferred) if available or sliding passenger door

Rear double barn style doors

Power driver and passenger windows

Power Mirrors (driver and passenger)

Heated Mirrors
Power Door Locks
Keyless Entry
Am/Fm radio with built in hands free operation for cell phone
Air Conditioning (front and rear controls)
Rear Auxiliary Heater and Air Conditioning Prep
Leather/Non-fabric Seats.
Adjustable driver lumbar,
Centre console storage/armrest
12v auxiliary power supply
Remote USB port for charging
Upfit interface connectors
Side/Floor cargo tie down rings
95 amp battery
180 amp alternator
Engine block heater
16 inch steel wheels
Rear backup camera
Trailer Towing Package
Factory White Paint
4 Additional Winter tires on steel rims

(This is the minimum acceptable equipment. All items to be factory installed.)

Note: The Corporation of the Town of Cobourg is part of the Broader Public Service of the Province of Ontario and as such is entitled to the concessions (discounts) as arranged by the Ministry of Government Services under VOR: OSS 074423.

10.0 RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP.

Category	Evaluation Criteria	Weighting
Experience, Reputation and Resources	The Evaluation Team will consider the proponents demonstrated experience on similar engagements, key personnel and references where applicable. Proponents should include the features of their services that give them a competitive advantage. Preference may be given to Proponents who demonstrate existing knowledge and experience in working with The Town of Cobourg.	10%
Quality and Completeness of Proposal	The evaluation team will consider the Proposal's completeness. The content and ease of understanding will be evaluated. The ability to directly tie the Proposal back to the RFP's requirements will be ranked more favorably.	50%
Financial	The total proposed pricing shall be inclusive, with all specifications as described within the RFP document. It is acknowledged that some services will be subject to payment of HST, however, HST is not to be shown in any of the pricing herein.	40%
	Total	100%

Appendix A – Cover Sheet

TOWN OF COBOURG

REQUEST FOR PROPOSAL

Town of Cobourg: Purchase of Cargo Van

Name of Company, Firm or Individual (Herein Known as the
'Company')

Unit and Street Address

Province

City

Postal Code

Website

Business Number

Telephone Number

Fax Number

Contact Person

Email Address

Name Printed

Signature (Seal)

Date

APPENDIX B – PRICING

1. Instructions on How to Complete Pricing

- a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately.
- b) Rates quoted by the proponent must be all-inclusive and must include any labour and material costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

