



Request for Proposals

GENERAL CONDITIONS AND INSTRUCTIONS FOR PROPOSED

Pumper Rescue Top Mount

1) SUBMISSIONS

The Municipality of North Dundas invites proposals for:

Contract Name: # 2018- 05 Pumper Rescue Top Mount

Bids must be completed for the services listed in this RFP and returned in SEALED envelope clearly marked as to contents and on forms supplied by the Municipality, will be received by the undersigned until **12:00 pm (EST) on June 29, 2018.**

**Township of North Dundas
Public Works Department
636 St Lawrence St
Winchester ON
K0C 2K0**

Consideration will not be given to any bids received after the deadline. Electronic copies (i.e. fax or email) will not be accepted. Bids received after this time will be returned to the bidder unopened.

The Municipality of North Dundas reserves the right to accept or reject any or all bids or accept all or any part thereof at its sole and unique discretion.

2) QUERIES DURING THE SUBMISSION PERIOD

All questions are to be directed to:

Dave Sheldrick, Township of North Dundas, 613-448-9172, Cell phone 613-223-2042 or email dsheldrick@northdundas.com

No officer, agent or employee of the Municipality of North Dundas is authorized to alter or ally any of these documents. If it becomes necessary to revise, delete, substitute or add to any part of the document, a written addendum will be issued. Any addenda issued are to be returned with the enclosed form.

The cut-off point for inquiries from potential bidders relating to clarification of documents will be **12:00 pm (EST) on June 28th, 2018** in order to ensure adequate time remains to issue any required addenda.



3) PURPOSE OF RFP

The Municipality of North Dundas, (hereafter referred to as “the Municipality”) is requesting bids from qualified companies for this project in accordance with Contract Documents.

Submissions must be from companies that are invited to submit bids. The Bidder must be capable of entering into a Contract for the term identified in this RFP and for the provision of complete services required and as set out in this RFP.

4) PRICING

Bidders are invited to submit bid prices for the entire scope of work. Bid prices are to be quoted in Canadian funds and are to be exclusive of HST and listed on the bid submission form supplied with the a detailed breakdown of costs.

5) CONTRACT PERIOD

Vehicle to be delivered within ninety 90 days of the contract being awarded. Submissions will be reviewed by Council at the August 8th, 2018 meeting

The proponent will be required to execute an agreement with the Municipality upon selection of the preferred bidder and based on this RFP.

6) SCOPE OF WORK / SPECIFICATION

Refer to the enclosed truck specifications for scope of work.

7) CONDITIONS OF RFP

Submissions which are incomplete, conditional, illegible or obscure, or that contains additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected as informal at the Municipality’s sole and unique discretion.

Submissions that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the Municipality may be rejected.

Wherever in a submission the amount proposed for an item does not agree with the extension of the estimated quantity and the proposed Unit Price, the Unit Price shall govern and the amount shall be corrected accordingly.

More than one submission from a firm, partnership, or corporation under the same name or different names, will not be considered.

The Municipality reserves the right to waive informalities at its sole and unique discretion.

No submissions will be accepted beyond the exact local closing time set out by the Municipality in this RFP. Any submissions received after the established local closing time will be returned unopened.

Bid prices are to be quoted in Canadian funds and are to be exclusive of HST and listed on the bid submission form supplied.

Unit prices will govern where mathematical errors may occur in the extension of prices. Where it appears the specialist may have made a major mistake in calculation, the Municipality will consider the intent of the



bidder and may accept the submission for consideration and subsequent correction.

No changes may be made to bids after they have been submitted and/or opened.

Submissions must be legible and completed in ink or typewritten. Incomplete, conditional, or improperly signed bids are not acceptable. Erasures, overwriting, or strike-outs will not be reason for rejection, provided such changes remain legible and have been initialled by the authorized person signing on behalf of the bidder.

Submissions may be withdrawn prior to closing by a request to the Chief Administrative Officer, but only if made in writing.

The Municipality reserves the right to negotiate minor changes or variations with the successful bidder, without a general RFP recall, provided any such changes would not be deemed to have an effect on the relative standing of the bidders or be in any way otherwise prejudicial to them.

The Municipality reserves the right to terminate the award for sufficient cause in its sole and unique discretion (non-performance, late deliveries, inferior quality, pricing problems, customer service, etc.).

During the lifetime of the award, the business resulting from this RFP shall not be assigned or subcontracted without prior written approval of the Municipality.

All current and applicable Federal, Provincial and Municipal Regulations and procedures shall be followed as they pertain to this work.

8) CONFLICT OF INTEREST

The bidder shall fully disclose any conflict of interest with this bid by completing and signing the Declaration of interest form and attached with this bid.

9) ACCEPTANCE OR REJECTION OF BIDS

The Bidder acknowledges that the Municipality shall have the right to reject any, or all, proposals for any reason, or to accept any proposals which the Municipality in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, bid will not necessarily be accepted and the Municipality shall have the unfettered right to: Accept a non-compliant bid; Accept a bid which is not the lowest price; and Reject any bid that is the lowest bid even if it is the only submission received.

The Municipality reserves the right to consider, during the evaluation of submissions all or some of the following criteria none of which shall be binding on the Municipality; information provided in the RFP document itself; information provided in response to enquiries of credit and industry references set out in the RFP; information received in response to enquiries made by the Municipality of third parties apart from those disclosed in the RFP in relation to the reputation, reliability, experience and capabilities of the Bidder; the manner in which the Bidder provides services to others; the experience and qualification of the Bidder's senior management, and project management; the compliance of the Bidder with the Municipality's requirements and specifications; innovative approaches proposed by the Bidder and the Municipality's policies relating to tendering and issuing contracts to third parties.

The Bidder acknowledges that the Municipality may rely upon the criteria which the Municipality deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a bid, the Bidder acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Municipality and its consultants, by reason of the Municipality's failure to accept the bid submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise. The Municipality reserves the right to investigate any and all references on any bidder including references not supplied by the bidder.



10) SUBMISSION SCORING MATRIX

The North Dundas Fire Department will use the scoring matrix below to evaluate the proposals received.

30 pts Price * 1
30 pts Quality of proposal and presentation of specifications
35 pts Local service and support (with documentation)
5 pts References supplied / confirmed

*1 – the lowest price will receive full points, each additional submitted price will receive points proportionate to the lowest price.

11) ACKNOWLEDGEMENT

The bidder hereby acknowledges that by the submission of this document he/she has duly read and fully understands the full context and scope of the work detailed in the specifications, drawings and conditions of the RFP.

12) COLLUSION

By this submission, the bidder declares that the bid is not made in connection with any other business submitting a bid for the same commodity and is, in all respect, fair and without collusion or fraud.

13) ADDENDA

Bidders finding discrepancies or omissions in the specifications or having any doubt as to the meaning or intent shall at once notify the Municipality of North Dundas, which shall send written instructions to all bidders. Bidders may during the bidding period be advised by addenda of any additions, alterations or deletions to the specifications and document. Any addenda issued during the bidding period must be returned with the bid submission.

14) VALIDITY

Proposed bids will be valid for a period of sixty (60) days from the date of the bid openings.

15) TERMINATION OF CONTRACT

In cases of continued unsatisfactory service, bankruptcy or other, the Municipality may terminate the contract by providing a ten-day (10) written notice.

16) PAYMENTS

Payment will be made upon completion of the work specified in the RFP to the satisfaction of the Municipality of North Dundas on receipt of an approved invoice.

Before making any payments for the work to be performed here under, the Municipality may require the Contractor to satisfy the Municipality that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sums and the Contractor shall repay the same within two days, or the Municipality may, at its option, withhold from the payment due sufficient amounts to satisfy the same.



17) HEALTH AND SAFETY ACT

Bidders must assume all of the responsibilities and obligations imposed upon the Contractor by the Occupational Health and Safety Act.

18) WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) / INSURANCE REQUIREMENTS

The successful bidder shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the period during which this Contract is in effect, with insurers acceptable to the Municipality:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the bidder relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; crossliability and severability of interest clause. Such insurance shall not exclude abuse liability. All the necessary insurance that would be considered appropriate for a prudent Contractor of this type undertaking a project similar to this Contract, including, where appropriate and without limitation, property, construction and errors and omissions insurance.

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.

Employee Dishonesty coverage in an amount of not less than \$20,000 covering all employees of the bidder and shall include a Third Party Extension for the duration of the contract.

Upon Contract Award, the Contractor shall provide the Municipality with a valid certificate of insurance that references this Contract, confirms the above requirements and identifies major exclusions in the policy.

The Contractor shall carry insurance, pursuant to the General Conditions, which names the Corporation of the Municipality of North Dundas as additional named insured for this project.

The Contractor shall indemnify and hold harmless Municipality of North Dundas, their agents, officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits or proceedings by third parties, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work.



19) LIENS

The parties hereto and their surety on themselves, their executors, administrators, successors and assigns, and any and all other parties in any way concerned, shall fully indemnify the Municipality and all of its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or inequity or liability under the Mechanic's Lien Act or to any attachment for debt, garnishee process or otherwise. The Municipality shall not in any case be liable to any greater extent than the amount by it to the Contractor, his executors, administrators, successors and assigns.

20) NOTICE TO CONTRACTOR

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent to the address given in his bid for the work attached hereto or his usual place of business, or to the place where the work is to be or is being carried out on, or if posted to or left at his last known address; and any papers so left, sent or addressed to, shall be considered to be, and have been legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the Contract or of any other matter, it shall not be obligatory upon the Director or designated agent to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, or the precise spot or spots where the work or material may be defective or faulty or where any of the requirements of the specifications have been observed: but a reference in such a notice to the clause or clauses bearing upon the matter, a description of the locality in general terms, and sufficiently clear, in the opinion of the Director or designated agent to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

21) DAMAGES

The Contractor will be responsible to repair all damages done to the premises by his employees.

22) REMEDY OF MUNICIPALITY IF DEFAULT BY CONTRACTOR

If the Contractor fails to maintain the services in accordance to the attached specifications and to the satisfaction of Council of the Municipality of North Dundas or the Director or his representatives or to perform any other obligation of the Contractor under this Agreement, the Director of the concerned department shall have the right, after twenty-four (24) hours written notice to the Contractor, to enter upon the described areas with the Municipality or other equipment at prevailing rental rates and to perform at the expense of the Contractor whatever matter or thing the Contractor has failed to perform, and the Contractor shall be liable for the expense incurred by the Municipality of North Dundas and shall reimburse the Municipality of North Dundas on demand for such expense.

23) REFERENCES

The bidder must provide 3 references with the submission of similar work experience. Refer to specifications for additional details.

The Municipality reserves the right to investigate any and all other references not identified in this list if the Municipality deems it sufficient to do so.



References:

	Municipality/Company Name	Equipment Make/Model	Year	Contact Name	Phone number
1.					
2.					
3.					

24) CONFIRMATION

Contractor must complete each and every column of the Specifications where it states that contractor has included the applicable section/paragraph in their bid (“Yes”, “NO/EXCEPTION” & “NOTES”).

This vehicle must be supplied with all standard equipment, plus all other equipment outlined in this specification, if not standard.

This specification is not intended to define every detail of the unit except those specifically required by the Municipality of North Dundas. It is the responsibility of the supplier to deliver fully equipped and functional units for the work required.

The unit must be supplied fully serviced and ready for use by the Fire Department.

The unit supplied must be new from the factory or demonstrator models may be accepted if all requirements are met.



**SUBMISSION FORM FOR
Pumper Rescue Top Mount**

Sealed proposals, clearly marked as to contents and on forms supplied by the Municipality, will be received by the undersigned until **12:00 pm (EST) on June 29th, 2018.**

Township of North Dundas
Public Works Department
636 St Lawrence St
Winchester Ont K0C 2K0
Attention: Pumper Rescue Top Mount

Item No.	Description	Amount
1.	Vehicle Price: Fabrication, Supply and Delivery of One (1) New Pumper Rescue Top Mount in accordance with RFP terms, conditions and specifications	\$
HST:		\$
TOTAL BID PRICE		\$
2.	**Optional Equipment** - One (1) Hurricane RC remote controlled monitor PART# XFIH-E11A - One (1) wireless controller PART# YE-RF-900-D - One (1) nozzle PART# M-ERP1250SNJ-2.5"NH - One (1) TFT remote controlled telescoping waterway 18" PART# XGA38VL-RL	\$
HST:		\$
TOTAL OPTIONAL EQUIPMENT PRICE		\$



I have read and concur with the conditions specified in the RFP document and I am knowledgeable of the site conditions:

Company Name: _____

Company Address: _____

Company Official: _____

Telephone: _____

Email: _____

Signature: _____

(I have the legal authority to bind the corporation)

Date: _____



CONDITIONS OF CONTRACT FOR PUMPER RESCUE TOP MOUNT CONTRACT DOCUMENTS

The contract document shall consist of:

The executed Contract (the "Agreement") Addenda to the RFP Document

RFP document, including its Statement of Work, Instructions to Contractors, General Conditions, Specifications, Schedule of Attachments and other information provided as part of the RFP.
The bidder's price and any subsequent negotiated changes.

These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The successful Bid shall become an integral part of the Contract. It shall not, however, be considered the total binding obligation for the Contract. Any and all Bid conditions may be included at the discretion of the Municipality as part of the final negotiated and approved Contract.

The Municipality reserves the right to include additional terms and conditions during the process of Contract negotiations. These terms and Conditions shall be within the scope of the original Bid Document and Contract documents and shall be limited to cost, clarification, definition and administrative and legal requirements.

DECLARATION OF INTEREST

I certify that I have no Conflict of Interest to declare.

EMPLOYMENT STATUS:

I am (name) _____ an employee of the Municipality of North Dundas
A councillor of the Municipality of North Dundas as defined under North Dundas by-laws.

INTERESTS

The Conflict of Interest that I have to declare is as follows:

I declare that I hold securities issued by each of the enterprises listed below or of the voting rights attached to such securities:



Name: _____

Address: _____

Nature of business firm: _____

Status: that I am: (please circle)

- Employee
- Administrator
- Owner
- Creditor

of the businesses mentioned below:

(Name, address and nature of business firm)

Other:

(Name, address and nature of business firm)

NOTE: If more than one business is applicable, please provide us the information on a separate sheet and attach to this document.

I certify that this declaration is true and complete, and I am aware that it must be completed and filed in conformity with the procurement of goods and services (North Dundas by-laws) to which I am subject. I acknowledge that the information contained in this declaration may be used by the Municipality of North Dundas to comply with the applicable by-laws.

Date: _____

Signature of bidder and/or employee