

CITY OF COURTENAY



REQUEST FOR PROPOSAL

R20-06 15-PASSENGER VAN

Closing Date: 2:00pm, Tuesday, April 28, 2020

Deliver To:
City of Courtenay
830 Cliffe Avenue
Courtenay, B.C. V9N 2J7
Attn: Purchasing Division

**SECTION I
TERMS OF REFERENCE**

1. INTRODUCTION

1.1 The City of Courtenay invites proposals from qualified vendors for the supply and delivery of one (1) 15-Passenger Van for the City's Recreation Division.

2. SPECIFICATIONS & ALTERNATIVES

- 2.1 Wherever the specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If a product other than that specified is offered, it is the Proponent's responsibility to provide information in its proposal that enables the City to confirm equivalency and acceptance.
- 2.2 Except where stated otherwise, the specifications describe what is considered necessary to meet the performance requirements of the City and Proponent should consider this in its proposal or, if the Proponent cannot meet specifications, the Proponent may identify and offer an alternative which it believes to be an equal or better alternative.
- 2.3 Proponents shall clearly indicate any variances from the City's specifications or conditions and attach descriptive literature.
- 2.4 A listing of the specifications for this vehicle are attached as Appendix A. Please note, Appendix A must be completed and included with the Proponent's proposal.

3. ENVIRONMENTAL CONSIDERATIONS

- 3.1 The City is committed to preserving the environment. Proponents shall provide environmentally sensitive products or services wherever possible.
- 3.2 Where there is a requirement within the specifications that require the Proponent to supply materials, oils, lubricants, paints or other fluid materials and where such materials may cause adverse effects, the Proponent shall indicate the nature of the hazard in its proposal.
- 3.3. The Proponent agrees to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.
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BID FORM

The Proponent offers to supply the goods and/or services in accordance with the RFP documents and accept payment at the unit prices specified in the Bid Form in accordance with the RFP documents. The Proponent declares that all information, which is provided or will be provided to the City of Courtenay, is true and understands and agrees to be bound by the RFP documents. Bid prices shall not include GST.

A. One (1) 15-Passenger Van – Per RFP

_____ Per Vehicle Cost
(Make, Model, Year, etc.)

For the Unit Price of: \$_____ excluding PST, GST and Environmental Levy

Environmental Levy: \$_____

B. Delivery Shall Be Made Within _____ Weeks From Receipt of the Purchase Order and To Be The Guaranteed Delivery Date to the City, F.O.B. Public Works Yard, 1000 Piercy Ave., Courtenay, B.C.

C. Nearest Service and Parts Depot _____

The above prices include and cover all duties, handling and transportation charges, environmental levies and all other charges incidental to and forming part of this proposal.

Acknowledgement is hereby made of receipt and inclusion of the following addenda to the documents:

Addendum(s) No. _____ Dated: _____ No. Of Pages: _____

Legal Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

I/We the undersigned duly authorized representatives of the Proponent, having received and carefully reviewed the RFP including without limitation the Terms of Reference and Instructions to Proponents submit this bid in response to the RFP.

This bid is offered by the Proponent this _____ day of _____, 20____.

Signature of Authorized Signatory

Print Name and Position of Signatory

**SECTION II
INSTRUCTIONS TO PROPONENTS**

1. An electronic submission of the proposal in .pdf format must be submitted to purchasing@courtenay.ca no later than 2:00pm local time, Tuesday, April 28, 2020 (the RFP Closing Date).

The email subject line shall read “**R20-06 15-Passenger Van**”.

It is the sole responsibility of the Proponent to ensure that their proposal is received by the City within the proper time allocation. Late responses will be rejected by the City of Courtenay. All proposals must be signed by an authorized representative of the Proponent.

Submission of a proposal indicates acceptance by the Proponent of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

2. **Questions are to be submitted in writing within 2 business days of the RFP Closing Date quoting the RFP name, number and contact person below, and sent to email purchasing@courtenay.ca.**

Graham Peterson, Procurement Specialist
City of Courtenay
purchasing@courtenay.ca

Any oral communications will be considered unofficial and non-binding to the City. Proponents should rely only on written statements issued by the contact person listed above.

3. 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 City. Proposals will not be opened in public.

4. No Obligation to Proceed

- a) Though the City fully intends at this time to proceed through the RFP process in order to select the goods or services, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City 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 City. There is no guarantee by the City, its officers, employees or agents, 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 City for the purchase of the product, service or project.
- b) The City reserves the right to accept or reject all or part of the proposal, however the City is not precluded from negotiating with the successful Proponent to modify its proposal to best suit the needs of the City.
- c) The City reserves the right to reject, at the City’s sole discretion, any or all proposals if the proposal is either incomplete, obscure, irregular or unrealistic.
- d) A proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and non-compliance with Federal, Provincial and Municipal legislation.
- e) The City reserves the right to accept or reject a proposal where only one proposal is received.

5. Cost of Preparation
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Any cost incurred by the Proponent in the preparation of the proposal will be solely at the expense of the Proponent.

6. Confidentiality and Freedom of Information and Protection of Privacy Act

The proposal should clearly identify any information that is considered to be confidential or proprietary information (the "Confidential Information"). However, the City is subject to the Freedom of Information and Protection of Privacy Act. As a result, while the Act offers some protection for third party business interests, the City can't guarantee that any Confidential Information provided to the City can be held in confidence if a request for access is made under the Freedom of Information and Protection of Privacy Act.

7. Irrevocability of Proposals

By submission of a written request, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable and are valid for a minimum of 60 days. By submission of a proposal the Proponent agrees should the proposal be successful, the Proponent will enter into a contract with the City. Prices will be firm for the entire contract period, unless otherwise agreed to by both parties.

8. Alternate Proposals

If an alternate solution is offered, the information shall be submitted in the format requested as a separate proposal.

9. Pricing

Prices are to be quoted in Canadian funds with the Goods and Services Tax (GST) shown as a separate line item, if requested. Prices must be quoted inclusive of all shipping, duty and other applicable costs F.O.B. the location indicated in the RFP.

10. Sub-Contracting

Under no circumstances may the provision of goods or services, or any part thereof be sub-contracted, transferred, or assigned to another company, person, or other without the prior written approval of the City.

11. Limitation of Damages

The Proponent, by submitting a proposal, waives any claim for loss of profits if no contract is made with the Proponent. By submitting a proposal the Proponent agrees to all terms and conditions of this RFP. Proponents 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. The Proponent is responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their proposal.

12. Cancellation of RFP

The City reserves the right to cancel this RFP at any time.

13. Accuracy of Information

The City makes no representation or warranty either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

14. Default

- a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the Services within the time specified, or to perform any other provisions of this Contract.
- b) In the event the City terminates this Contract in whole or in part as provided in clause 15(a), the City may procure goods or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar goods or services.
- c) The Contractor shall not be liable for any excess costs under clause 15(b) if failure to perform the Contract arises by reason of Force Majeure or acts of the City.

15. Misrepresentation or Solicitation

If any director, officer or employee or agent of a Proponent makes any representation or solicitation to any Councillor, officer, employee or agent of the City of Courtenay with respect to the RFP, whether before or after the submission of the proposal, the City shall be entitled to reject or not accept the proposal.

16. Business License and Permits

The successful Proponent shall be responsible to acquire and maintain a valid City of Courtenay Business License for the term of the Contract if the successful Proponent is to conduct work on City property.

17. Payment Terms

The successful Proponent shall invoice the City in an acceptable format and will be paid as per the City's standard payment terms, net 30 days from date of invoice. The City of Courtenay shall not pre-pay for any goods, or services for any period, unless agreed to in writing by the City.

18. Applicable Laws and Agreements

This RFP is subject to the terms and conditions of the Agreement for Internal Trade, Mash Annex 502.4 and the Trade, Investment and Labour Mobility Agreement, and the New West Partnership Agreement, all inter-provincial trade agreements.

The laws of the Province of B.C. shall govern this request for proposal and any subsequent Contract resulting from the proposal.

19. Evaluation Process and Criteria

- a) An evaluation committee made up of City staff will be reviewing proposal submissions. The City reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on best value and not necessarily the lowest cost.
- b) Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a proposal and accept that proposal.
- c) The City reserves the right to award the contract to other than the lowest cost Proponent.
- d) Award of any contract resulting from this RFP may be subject to City of Courtenay Council approval, and budget considerations.
- e) The City reserves the right to accept any or none of the proposals submitted and will evaluate proposal submissions based on "best value" using the following criteria:
 - Financial cost to the City and within Budget - 35%

- Adherence to the Terms of Reference – 40%
- Warranty & Value Added Services – 5%
- Delivery Schedule – 10%
- Environmental Impact Reduction – 10%

**APPENDIX A
ONE (1) NEW 15 PASSENGER VAN - RECREATION
SPECIFICATIONS & WORKSHEET**

| ITEM | ONE (1) NEW 15-PASSENGER WINDOW VAN | YES | NO | VENDOR MUST CLARIFY EQUIVALENTS OR ALTERNATIVES |
|----------------------------------|---|------------|-----------|--|
| 1. YEAR | State: | | | |
| | Year, make, model | | | |
| 2. MODEL | Preferred: | | | |
| | Full size 15 passenger window van | | | |
| | Two (2) individually operated full size doors, one (1) sliding passenger side door, and two (2) individually operated rear cargo doors. | | | |
| 3. TRIM PACKAGE | State: | | | |
| | Trim level | | | |
| 4. DIMENSIONS | State: | | | |
| | Wheel base | | | |
| | Length overall | | | |
| 5. GVWG | Preferred: | | | |
| | GVWG: 9250 lbs min. State | | | |
| | State GCWR | | | |
| 6. ENGINE | State: | | | |
| | Type | | | |
| | Gas | | | |
| 7. COOLING | Preferred: | | | |
| | Anti-freeze to -40c | | | |
| | Heavy duty radiator and coolant for extreme/heavy duty service | | | |
| | Engine oil cooler | | | |
| 8. TRANSMISSION | Preferred: | | | |
| | Automatic with tow/haul mode | | | |
| | Auxiliary trans oil cooler (factory installed) | | | |
| 9. FRONT AXLE/ SUSPENSION | Preferred: | | | |
| | Independent State type and GVWR | | | |
| 10. REAR AXLE/ SUSPENSION | Preferred: | | | |
| | HD suspension package | | | |
| | Leaf spring | | | |
| | State GVWR | | | |
| | Differential limited slip or electronic locking | | | |
| | Preferred: | | | |

| ITEM | ONE (1) NEW 15-PASSENGER WINDOW VAN | YES | NO | VENDOR MUST CLARIFY EQUIVALENTS OR ALTERNATIVES |
|-----------------------------------|---|-----|----|---|
| 11. BUMPERS | Front chrome | | | |
| | Rear chrome | | | |
| 12. TRAILER TOWING PACKAGE | Preferred: | | | |
| | Factory towing package | | | |
| | 7-pin trailer wiring | | | |
| | Factory electric brake controller | | | |
| 13. TOWING CAPACITY | State: | | | |
| 14. BRAKES | Preferred: | | | |
| | Heavy duty power assisted | | | |
| | Anti-lock | | | |
| | Pre-collision assist with automatic emergency braking | | | |
| 15. POWER STEERING | Preferred: | | | |
| | Integral power | | | |
| | Speed sensitive | | | |
| 16. ELECTRICAL | Preferred: | | | |
| | Alternator: Highest available output. Specify size & type | | | |
| | Min 750 CCA battery (1) | | | |
| 17. CAB | Preferred: | | | |
| | Seating for 15 | | | |
| | State seating configuration | | | |
| | State roof line. Low, medium or high | | | |
| | Seat covers-premium quality, custom fit and installed | | | |
| | Steering wheel controlled cruise control | | | |
| | Tilt steering | | | |
| | Vinyl floor covering front & rear | | | |
| | Floor mats H-D vinyl with custom fit floor liners. Weather Tech or Husky preferred. | | | |
| | Cloth headliner | | | |

| ITEM | ONE (1) NEW 15-PASSENGER WINDOW VAN | YES | NO | VENDOR MUST CLARIFY EQUIVALENTS OR ALTERNATIVES |
|--------------------------|---|-----|----|---|
| | Air conditioning front & rear. Rear heat. | | | |
| | Power operated windows | | | |
| | Power operated door locks c/w 5 key fobs. No exceptions | | | |
| | Remote start | | | |
| | Full analogue gauges – Hour meter, tachometer, oil pressure and engine water temperature. | | | |
| | 3 point safety belts | | | |
| | Dual sun visors | | | |
| | Variable intermittent wipers & w/washers | | | |
| | Inside day/night mirror | | | |
| | Interior dome lights. Switch on both front doors | | | |
| | Auxiliary power USB ports | | | |
| | Auxiliary power outlets (2) 12 Volt | | | |
| | Auxiliary power outlet 120 Volt | | | |
| | Electric horn | | | |
| | Power remote control and heated towing mirrors | | | |
| | All windows tinted – rear windows deep tinted c/w UV protection | | | |
| | Rear window defogger | | | |
| | Audio system Am/Fm. USB port complete with Bluetooth hands free phone system. | | | |
| | Back-up camera | | | |
| | Back up alarm | | | |
| | Moulded running boards | | | |
| 18. TIRES/ WHEELS | Preferred: | | | |
| | Full size spare tire & wheel | | | |

| ITEM | ONE (1) NEW 15-PASSENGER WINDOW VAN | YES | NO | VENDOR MUST CLARIFY EQUIVALENTS OR ALTERNATIVES |
|--------------------------|--|-----|----|---|
| | All tires to be all radial M&S, snowflake rated BSW. State: Tire size, specification and manufacturer supplied | | | |
| | Wrench & jack | | | |
| 19. PAINT | Preferred: | | | |
| | White | | | |
| 20. WARRANTY | Provide details on factory warranty | | | |
| | Provide details on extended warranty | | | |
| 21. MANUALS | Operators, repair and service manuals – state whether hardcopy, electronic or DVD to be supplied | | | |
| 22. DELIVERY | Delivery to be FOB Courtenay Public Works Yard, 1000 Piercy Ave Courtenay, B.C | | | |
| | Prior to delivery, if applicable, the vehicle must arrive with current Commercial Vehicle Inspection Permit. | | | |
| | Prior to delivery of the vehicle, the City must receive a signed and dated copy of the vender's proposal (with City approved additional specifications), stating the vehicle to be delivered includes all specifications detailed in their proposal and additional City approved specifications. | | | |
| 23. DELIVERY DATE | State earliest guaranteed date for delivery | | | |