

# **CITY OF COURTENAY**



## **REQUEST FOR PROPOSAL**

### **R20-07 WHEELCHAIR ACCESSIBLE 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

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**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) Wheelchair Accessible 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) Wheelchair Accessible 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](mailto:purchasing@courtenay.ca) no later than 2:00pm local time, Tuesday, April 28, 2020 (the RFP Closing Date).

The email subject line shall read **“R20-07 Wheelchair Accessible 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](mailto:purchasing@courtenay.ca).**

Graham Peterson, Procurement Specialist  
City of Courtenay  
[purchasing@courtenay.ca](mailto: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.

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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. Insurance for City Property Service

For any warranty or non-warranty work to be done on City property the successful Proponent will supply:

- a) Commercial General Liability Insurance in an inclusive amount of not less than \$2,000,000 for each occurrence or accident. Minimum coverage must include Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Products/Completed Operations, Contingent Employers Liability, Cross Liability and Severability of Interest, and a 30 day written notice of insurance cancellation clause.
- b) Motor Vehicle Insurance including Bodily Injury and Property Damage in an inclusive amount of not less than \$2,000,000 per accident per licensed motor vehicle used to carry out the work.
- c) Proof of WorkSafe BC registration, including proof of up to date assessment payments in the form of a WorkSafe BC Certificate of Compliance letter.

20. Evaluation Process and Criteria

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- 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%
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**APPENDIX A  
ONE (1) WHEELCHAIR ACCESSIBLE PASSENGER VAN - RECREATION  
SPECIFICATIONS & WORKSHEET**

<b>ITEM</b>	<b>ONE (1) NEW WHEELCHAIR ACCESSIBLE PASSENGER WINDOW VAN</b>	<b>YES</b>	<b>NO</b>	<b>VENDOR MUST CLARIFY EQUIVALENTS OR ALTERNATIVES</b>
<b>1. YEAR</b>	<b>State:</b>			
	Year, make, model			
<b>2. MODEL</b>	<b>Preferred:</b>			
	Full size passenger window van w/wheelchair accessibility  Two (2) individually operated full size doors, one (1) sliding passenger side door, two (2) individually operated rear cargo doors.			
<b>3. WHEELCHAIR</b>	<b>State:</b>			
	Type of lift. Ramp not acceptable.			
<b>4. TRIM PACKAGE</b>	<b>State:</b>			
	Trim level			
<b>5. DIMENSIONS</b>	<b>State:</b>			
	Wheel base  Length overall			
<b>6. GVWG</b>	<b>Preferred:</b>			
	GVWG: 9250 lbs min. State  State GCWR			
<b>7. ENGINE</b>	<b>State:</b>			
	Type  Gas			
<b>8. COOLING</b>	<b>Preferred:</b>			
	Anti-freeze to -40c			
	Heavy duty radiator and coolant for extreme/heavy duty service  Engine oil cooler			
<b>9. TRANSMISSION</b>	<b>Preferred:</b>			
	Automatic with tow/haul mode  Auxiliary trans oil cooler (factory installed)			
<b>10. FRONT AXLE/ SUSPENSION</b>	<b>Preferred:</b>			
	Independent  State type and GVWR			
<b>11. REAR AXLE/ SUSPENSION</b>	<b>Preferred:</b>			
	HD suspension package			
	Leaf spring  State GVWR			



ITEM	ONE (1) NEW WHEELCHAIR ACCESSIBLE PASSENGER WINDOW VAN	YES	NO	VENDOR MUST CLARIFY EQUIVALENTS OR ALTERNATIVES
	Differential limited slip or electronic locking			
<b>12. BUMPERS</b>	<b>Preferred:</b>			
	Front chrome			
	Rear chrome			
<b>13. TRAILER TOWING PACKAGE</b>	<b>Preferred:</b>			
	Factory towing package			
	7-pin trailer wiring			
<b>14. TOWING CAPACITY</b>	<b>State:</b>			
<b>15. BRAKES</b>	<b>Preferred:</b>			
	Heavy duty power assisted			
	Anti-lock			
	Pre-collision assist with automatic emergency braking			
<b>16. POWER STEERING</b>	<b>Preferred:</b>			
	Integral power			
	Speed sensitive			
<b>17. ELECTRICAL</b>	<b>Preferred:</b>			
	Alternator: Highest available output. Specify size & type			
	Min 750 CCA battery (1)			
<b>18. CAB</b>	<b>Preferred:</b>			
	State number of seats. Min 7 + driver + wheelchair			
	State seating configuration			
	State if seating configuration can be adjusted.			
	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			

ITEM	ONE (1) NEW WHEELCHAIR ACCESSIBLE PASSENGER WINDOW VAN	YES	NO	VENDOR MUST CLARIFY EQUIVALENTS OR ALTERNATIVES
	Floor mats H-D vinyl with custom fit floor liners, Weather Tech or Husky preferred			
	Cloth headliner			
	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			
	<b>Preferred:</b>			

ITEM	ONE (1) NEW WHEELCHAIR ACCESSIBLE PASSENGER WINDOW VAN	YES	NO	VENDOR MUST CLARIFY EQUIVALENTS OR ALTERNATIVES
19. TIRES/ WHEELS	Full size spare tire & wheel			
	All tires to be all radial M&S, snowflake rated BSW. State: Tire size, specification and manufacturer supplied			
	Wrench & jack			
20. PAINT	<b>Preferred:</b>			
	White			
21. WARRANTY	Provide details on factory warranty			
	Provide details on extended warranty			
	Provide details on lift warranty			
22. MANUALS	Operators, Repair and Service Manuals – state whether hardcopy, electronic or DVD to be supplied			
23. 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.			
24. DELIVERY DATE	State earliest guaranteed date for delivery			