

**Request For Proposal** 

## Supply and Delivery of One (1) New Transit Vehicle

# RFP - 2022-03

| Issue Date:   | June 7, 2022   |  |
|---|--|--|
| Closing Date:   | June 28, 2022  |  |
| Time:   | 1:00 P.M   |  |
| Location:   | Municipality of West Elgin<br>22413 Hoskins Line<br>Rodney, ON NOL 2C0 |  |
| ATTN: Magda Badura, CAO/Treasurer   |  |  |
| Late Proposals Will Not Be Accepted<br>The Lowest Or Any Proposal May Not Necessarily Be Accepted |  |  |

Documents are available in alternate formats upon request. Please contact the Clerk's Department at 519-785-0560 or by email at <u>clerk@westelgin.net</u> if you require an accessible format.

#### **Section 1 - General Conditions**

#### 1.1 Instructions

Proposals must be received at the address indicated on the proposal submission document no later than 1:00 p.m. local time, June 21, 2022.

The proposal must be completed & signed where applicable, placed in a sealed envelope with the Proposal Submission Label affixed to the front.

#### 1.2 Definitions

**Corporation/Municipality:** Refers to the Corporation of the Municipality of West Elgin

**Proponent:** Refers to any eligible entity submitting a Proposal **Successful Proponent/Proponent:** Refers to the selected Proponent, if any

#### 1.3 Accessibility

As of January 1, 2012, Proponents must meet the requirements of the Customer Service Standard of the *Accessibility for Ontarians with Disabilities Act, 2005.* 

#### 1.4 Late Submissions

Proposals received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Proponent.

#### 1.5 Inquiries

Inquiries concerning the Proposal process and results are to be directed to:

Magda Badura CAO/Treasurer (519) 785-0560 <u>mbadura@westelgin.net</u> Questions of **clarification** on the proposal requirements will be answered individually, but response(s) to any question that modifies the scope of the Request for Proposal will be posted as an Addendum to the Proposal document from the Corporation and shall be posted on the municipal website <u>www.westelgin.net</u> by:

## Magda Badura, Chief Administrative Officer/Treasurer 519-785-0560

mbadura@westelgin.net

## 1.6 Examination Of Proposal Documents

Each Proponent must satisfy himself/herself as to the full requirements of the proposed work. There will be no consideration of any claim, after submission of Proposals, if there is a misunderstanding with respect to the minimum requirements indicated in this Request for Proposal. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the Proposal.

## 1.7 Completion Of The Proposal

All entries shall be clear, legible and shall be typed or handwritten in ink. Alterations may be made provided they are legible and initialed by the Proponent's signing officer.

## 1.8 Addenda

Addenda will be posted on the municipal website <u>www.westelgin.net</u>. It is the Proponent's ultimate responsibility to ensure all addenda have been accessed.

## 1.9 Acceptance Or Rejection Of Proposal

The Corporation reserves the right to reject any or all Proposals and to waive formalities as the interests of the Corporation may require without stating reasons therefore.

Notwithstanding and without restricting the generality of the statement immediately above, the Corporation shall not be required to award and accept a Proposal, or recall the Proposals at a later date:

When only one (1) Proposal has been received as result of the Proposal call;

When all Proposals received fail to comply with the minimum specifications;

The Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of the acceptance or the non-acceptance by the Corporation of any Proposal or by reason of any delay in the acceptance of a Proposal except as provided in the Proposal document.

## 1.10 Proposal Award Procedures

Proposals will be evaluated by an internal committee subsequent to the closing date and time.

It is the intent of the Municipality to review and evaluate Proposals for the Supply and Delivery of One (1) New Transit Vehicle on Tuesday June 21, 2022 after 1:00 p.m. The Municipality will make every effort to complete this process in a timely manner.

Notice of acceptance of Proposal will be by telephone and/or by written notice.

Proponents are advised there will not be a public opening for this RFP.

The following schedule is proposed for the selection of the successful Proponent for this assignment. Every attempt will be made to meet all dates, but the Corporation reserves the right to modify any or all dates at its sole discretion.

| Activity                                  | Date  |
|---|---|
| Request for Proposal Issued               | June 7, 2022  |
| Deadline for Enquiries from<br>proponents | June 14, 2022                                       |
| Request for Proposal Closed               | June 28, 2022                                       |
| Selection of Successful<br>Proponent      | Not more than 16 days from<br>Proposal closing date |

## 1.11 <u>Responsibility For Damages</u>

The successful Proponent shall indemnify and save harmless the Corporation of the Municipality of West Elgin from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought or executed by, or attributed to any such damages, injury or infringement as a result of activities under this Proposal.

## 1.12 <u>Limited Liabilities</u>

The Corporation's liability under this Proposal shall be limited to the actual goods/services ordered and provided.

## 1.13 Proponent Expense

Any expenses incurred by the Proponent in the preparation of the Proposal submission are entirely the responsibility of the Proponent and will not be charged to the Corporation.

## 1.14 <u>Regulation Compliance And Legislation</u>

The Successful Proponent shall ensure all services and products provided in respect to this Proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation. The Successful Proponent shall abide by all Acts, By-laws and Regulations relative to the performance of the work.

## 1.15 <u>Award</u>

Award is subject to approved budget. The Municipality reserves the right to delete a schedule or item dependent upon budget limitation.

The lowest-priced or any Proposal may not necessarily be accepted.

## 1.16 <u>Extra Work</u>

No work shall be regarded as extra work, unless it is ordered in writing by the Corporation and with the agreed price for the same specified in said order, provided said price is not otherwise determined by this Proposal. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

## 1.17 <u>Terms Of Payment</u>

Unless otherwise stated herein, the Corporation's normal terms of payment will be Net Thirty (30) calendar days from the Receipt of Goods/Services or the Date of Invoice, whichever occurs later. Payment terms shall only be modified at the sole discretion of the Municipality.

Price changes caused by Provincial or Federal government tax legislation will be accepted, but these changes must be submitted in writing and accepted by the Municipality prior to being invoiced. All prices quoted shall be in Canadian funds. Invoices shall be forwarded to the attention of:

> The Municipality Of West Elgin Accounts Payable 22413 Hoskins Line, Rodney ON NOL 2C0 accounts@westelgin.net

## 1.18 Indemnification

The successful Proponent shall not commence work until such time as the required evidence of insurance has been filed with and approved by the Corporation of the Municipality of West Elgin.

The successful Proponent shall indemnify and hold the Corporation of the Municipality of West Elgin harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether wilful or otherwise by the Proponent, its agents, officers, employees or other persons for whom the Proponent is legally responsible.

## 1.19 Assignment Of Work

The Successful Proponent is fully responsible to the Corporation for the acts and omissions of subcontractors and/or persons directly or indirectly engaged by the Successful Proponent in respect to this work. Subcontractors will be required to abide by all the requirements of the Proposal document as though the Successful Proponent (Insurance, WSIB, Health & Safety Policy, etc.). The Successful Proponent agrees to bind every subcontractor by the terms of the Proposal documents as far as it is applicable to their work.

Proponents must submit with their quote the completed Subcontractor Form included in this document.

## 1.20 <u>Cancellation</u>

The Corporation reserves the right to immediately terminate the Proposal agreement at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

If the Successful Proponent should neglect to execute the work properly or fail to perform any provision of this Award, the Corporation, after three (3) business days' written notice to the Successful Proponent, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Successful Proponent. Continued failure of the Successful Proponent to execute the work properly shall result in a termination of Proposal arrangement. The Corporation shall provide written notice of termination.

The Corporation may elect to terminate the Proposal arrangement if the original terms and conditions are significantly changed, giving thirty (30) calendar day's written notice to the Successful Proponent.

Either party may terminate the Proposal arrangement by giving the other party sixty (60) calendar day's written notice. A period of less than sixty (60) calendar days to terminate the arrangement may be negotiable if mutually agreeable among the parties involved.

Failure to maintain the required documentation during the term of this Proposal may result in suspension of the work activities and/or cancellation of the Proposal arrangement.

## 1.21 <u>Governing Laws</u>

This Proposal arrangement and any subsequent arrangements will be interpreted and governed by the laws of the Province of Ontario.

## 1.22 Freedom Of Information

Any personal information required on the Proposal Form is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written Proposals received by the Municipal become a public record, once a Proposal is accepted by the Municipality of West Elgin, all information contained in them is available to the public, including personal information. All Proposals submitted to the Municipality become the property of the Municipality and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act. Proponents may mark any part of their submission as confidential except for the total proposal price and the Proponent's name. The Municipality will use its best efforts not to disclose any information so marked but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law. Upon award, the Municipality may release the name of the Successful Proponent, the name and telephone number of the contact person and the total proposal price of the Successful Proponent.

Questions about collection of personal information and the *Municipal Freedom* of *Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56*, as amended, should be directed to:

Clerk, Municipality of West Elgin 22413 Hoskins Line Rodney, ON NOL 2C0 Telephone (519) 785-0560 clerk@westelgin.net

## 1.23 Conflict Of Interest

In addition to complying with the conflict of interest provisions, each Proponent must declare in its proposal any Conflict of Interest (actual or potential) which exists now or may exist in the future in respect of its participation in the RFP process, the submission of its proposal, and, if selected, the performance of its responsibilities. The Municipality will determine, in its sole discretion, whether any situation constitutes or may constitute a real or potential Conflict of Interest and reserves the right, in its sole discretion, to disqualify any Proponent.

Proponents must also describe in the proposal, their process for identifying, disclosing, reporting and dealing with conflicts of interest that may arise in the future.

## 1.24 <u>Confidentiality</u>

Proponents shall not at any time before, during or after completion of the contract, divulge any confidential information communicated to or acquired by the Proponent or disclosed by the Municipality.

## 1.29 <u>Inquiries</u>

Inquiries concerning the proposal requirements are to be directed to:

#### Magda Badura, Chief Administrative Officer/Treasurer 519-785-0560 mbadura@westelgin.net

Inquiries must be received no later than June 14, 2022.

#### Section 2 – Background

#### 2.1 <u>Background Information</u>

The Municipality of West Elgin is located in West corner of Elgin County, Ontario, Canada. It shares a boundary with the Municipality of Chatham-Kent to the west, the Municipality of Southwest Middlesex to the north, the Municipality of Dutton Dunwich to the east and Lake Erie to the south. The Municipality of West Elgin is a vibrant rural community with approximately of 5000 residents.

Four Counties Transit Service provides accessible transit for all residents in West Elgin, Southwest Middlesex, Newbury and eastern Chatham Kent. Services are available by appointment Monday to Friday for medical appointments, community programs, shopping and other health related activities.

The Transit Bus is owned by and administered by the Municipality of West Elgin and governed by the Four Counties Transit Committee which includes representatives from all partner municipalities (Southwest Middlesex, Newbury and Chatham-Kent) and community stakeholders.

Further information regarding the scope of work is included in Section 6.

#### 2.2 Proposal Format and Delivery

Proponents are required to submit one (1) copy of their proposal electronically via email to <u>clerk@westelgin.net</u>, with the subject line of RFP-2022-03.

Proposals must be received no later than **1:00 p.m. on June 28, 2022**. Proposals received at 1:00 p.m. as shown on the time stamp when the

email was received in the Clerk's email box will be accepted. Proposals received at 1:01 p.m. or later, as shown on the time stamp will be considered late, will be rejected and returned unopened to the respective Proponent. The time stamp is the official time for the deadline for submission. No other clock or source of time will be recognized when considering the submission date and time of proposals.

Proposals will be officially opened after closing time. Once the award is made and approved by Council, the report recommending such award shall be a matter of public record, unless otherwise determined by Council.

A Proponent may request that their proposal be withdrawn. Withdrawal shall only be allowed if the Proponent makes the request in writing and the request is delivered to the CAO/Treasurer before the RFP closing time.

Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a proposal does not disqualify a Proponent from submitting another proposal prior to the closing time.

The Municipality 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 Municipality and will not be returned. There will be no payment to Proponents for work related to, and materials supplied in the preparation, presentation and evaluation of any proposal, nor for the Contract negotiations whether they are successful or unsuccessful.

The Municipality, 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 the acceptance, or non-acceptance by the Municipality of any proposal, or by reason of any delay in the acceptance of any proposal.

#### Section 3 – Special Provisions

#### 3.1 Award of Contract

Subject to the Municipality's reserved rights and privileges set out in the Request for Proposal, the contract shall be awarded to the compliant

Proponent who has the highest overall evaluation score. The preference of the Municipality is to award this proposal to one (1) Proponent.

## 3.2 Pricing/Payment

The Municipality is seeking firm pricing for this project. Prices quoted shall be in Canadian dollars and must exclude HST.

The Municipality's standard payment terms are Net 30 days. The Municipality will not pre-pay for any equipment or services.

## Section 4 – Submissions

## 4.1 Proposal Submission

- a) All proposal submissions must be submitted in electronically via email to <u>clerk@westelgin.net</u> with the subject line of RFP-2022-03 and include all required information.
- b) Failure to include the submission requirements may result in your proposal being disqualified.

## 4.2 Proposal Submission Requirements

The proposal submissions must include at a minimum the following information and shall be submitted in the same sequence in order to be considered responsive:

- Completed Specification Sheet (Section 6.2)
- Completed Declaration (Section 7.1)
- Proponent Contact Information Sheet (Section 7.2)
- Completed Canadian Content Submission Form (Appendix A)
- Completed Municipal References (Appendix B)
- latest available manufacturers literature and specifications to the proposal as well as details of the standard warranty and any extended warranties that offered on the chassis and passenger cabin

#### 5.1 Rights of the Municipality

- a) The Municipality is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the Municipality 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 the acceptance, or non-acceptance by the Municipality of any proposal or by reason of any delay in the award of the contract.
- b) The Municipality reserves the right to accept any proposal, in whole or in part, that it feels most fully meets the selection criteria. Therefore, the lowest cost proposal, or any proposal may not necessarily be accepted. Municipality staff shall evaluate all compliant proposals received by the closing time and make evaluations and recommendations for acceptance.
- c) The Municipality reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the Request for Proposal.
- d) The Municipality reserves the right to modify any and all requirements stated in the Request for Proposal at anytime prior to the possible awarding of the contract.
- e) The Municipality reserves the right to cancel this Request for Proposal at any time, without penalty or cost to the County. This Request for Proposal should not be considered a commitment by the Municipality to enter into any contract.
- f) The Municipality reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the Municipality reserves the right to begin negotiations with the next selected Proponent.
- g) Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.
- h) In the event of any disagreement between the County and the Proponent regarding the interpretation of the provisions of the Request for Proposal, the CAO/Treasurer or an individual acting in

that capacity, shall make the final determination as to interpretation.

i) No proposal shall be accepted from any person or Proponent who, has a claim or has instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or has instituted a legal proceeding, without the prior approval of Municipal Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

## 5.2 Conflict of Interest

- a) The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this RFP or in the proposed contract for which this proposal is made.
- b) The Proponent further declares that no member of the Council of the Municipality of West Elgin and no officer or employee of the Municipality of West Elgin 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.
- c) Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the Municipality of West Elgin prior to the submission of a proposal. The Municipality of West Elgin may, at its discretion, delay any evaluation or award until the matter is resolved to the Municipality of West Elgin's satisfaction. The Municipality of West Elgin 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 Municipality of West Elgin determines that it is in its best interests to do so.
- d) The Municipality of West Elgin reserves the right to disqualify a proposal where the Municipality believes a conflict of interest or potential conflict of interest exists.

#### 5.3 Modified Proposals

In the event that a preferred proposal does not entirely meet the requirements of the Municipality, the Municipality reserves the right to enter into negotiations with the selected Proponent, to arrive at a mutually satisfactory arrangement and to make any modifications to the proposal as are in the best interests of the Municipality.

#### 5.4 **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.

#### 5.5 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 Municipality will treat all proposals as confidential. The Municipality will comply with the *Municipal Freedom of Information and Protection of Privacy Act*, and its retention by-law pursuant to the Municipal Act, in respect of all proposals. All Public Reports approved by the Council of the Municipality of West Elgin will become public information.

#### 5.6 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 Municipality.

#### 5.7 Purchasing Policy

Submissions will be solicited, received, evaluated, accepted and processed in accordance with the Municipality's Purchasing Policy as amended from time to time. In submitting a proposal in response to this RFP, the Proponent agrees and acknowledges that it has read and will be bound by the terms and conditions of the Municipal's Purchasing Policy. The Purchasing Policy can be viewed on the Municipal's website. www.westelgin.net

#### 5.8 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 Municipality shall then have the right to award this contract to any other Proponent or to re-issue this RFP.

#### 5.9 Agreement

A written agreement, prepared by the Municipality shall be executed by the Municipality and the successful Proponent. The complete proposal package submitted by the successful proponent, together with the entire Request for Proposal documents prepared by the Municipality of West Elgin, shall form part of the Agreement.

#### 5.10 <u>Compliance with the Accessibility for Ontario with Disabilities</u> <u>Act 2005</u>

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.

## 5.11 Disqualification

The Municipality 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 municipality, if,

- the Proponent fails to cooperate in any attempt by the Municipality 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 Municipality, reveals a material conflict of interest;
- the Proponent misrepresents any information contained in its proposal.

## 5.12 Proponent's 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 Municipality;
- preparation of the Proponent's own questions during the clarification process; and,
- agreement discussions.
- b) The Municipality 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 Municipality in the conduct of the RFP process.

#### **Section 6 – Scope of Work**

The Municipality of West Elgin requires one (1) 16 passenger transit vehicle, including space for at least three (3) wheelchairs and one wheelchair lift, similar to its existing transit vehicles for the Four Counties Transit Service.

#### 6.1 <u>Terms and Conditions</u>

The following terms and conditions shall apply to this Proposal.

- 1. Prices shall be quoted in Canadian funds and be valid for acceptance for 60 days following the closing of the Proposal.
- 2. The vehicle supplied shall be in conformity with any and all applicable federal and provincial safety standards.
- 3. The Municipality may, at its discretion provide preference to vehicles that have a greater Canadian content by allowing a 5% price differential. The form for the Canadian Content is attached as <u>Appendix A</u> to the proposal
- 4. The vehicle supplied shall conform to all AODA Standards and O'Reg 629 Guidelines
- 5. Bidders may submit separate proposals for different vehicles.

- 6. While proposals are being evaluated, one appropriately qualified Municipal representative shall have the option of test driving a vehicle which is the same or similar to the one on which the proposal is based.
- 7. The Municipality may, at its discretion, inspect the vehicle prior to accepting delivery.
- 8. The bidder must attach the latest available manufacturers literature and specifications to the proposal as well as details of the standard warranty and any extended warranties that offered on the chassis and passenger cabin. The specifications shall provide all relevant details for the proposed vehicle. All owners and maintenance manuals shall be supplied with the delivered vehicle.
- 9. The warranties should clearly describe the terms under which the vehicle manufacturer or their sub-contractors accept responsibility for the cost of any defects in workmanship, design, or material. The standard warranty shall commence on the date the vehicle is delivered to the Municipality.
- 10. The vehicle shall be delivered to the Municipality of West Elgin Municipal Office at 22413 Hoskins Line, Rodney, Ontario.
- 11. Payment will be made within 30 days of delivery and acceptance of the vehicle, subject to the submission of the appropriate invoice. Acceptance of the vehicle shall be done in writing, subject to the vehicle performing to the satisfaction of the Municipality.
- 12. The lowest or a proposal may not necessarily be accepted.
- 13. The successful proponent will be required to attend a "pre-build" meeting to discuss the specifications at 22413 Hoskins Line, Rodney, Ontario or virtually at a mutually agreeable time.
- 14. The cost for the plates will not be included with the submission but will be determined at the time of delivery. Licensing costs including plates and gross vehicle weight registration must be itemized separately on the invoice.

## 6.2 **Evaluation Criteria and Specifications**

The vehicle submitted for consideration must met or exceed the requirements on the specification sheets. Specification and bid sheets must be signed and included with the proposal.

The Corporation of the Municipality of West Elgin will use the following Evaluation Criteria in evaluating the submitted RFP's.

| ITEM | <b>EVALUATION CRITERIA</b>  | <b>EVALUATION POINTS</b> |
|------|-----------------------------|--------------------------|
| 1    | Proposed Price              | 40                       |
| 2    | Conformance to              | 30                       |
|      | Requirements & Ability to   |                          |
|      | Meet Stated Specifications  |                          |
| 3    | Past Service Performance    | 10                       |
|      | (also required references – |                          |
|      | Appendix B)                 |                          |
| 4    | Delivery Date               | 15                       |
| 5    | Location of Parts/ Service  | 5                        |
|      | Facilities                  |                          |
|      | Total                       | 100                      |

| SPECIFICATION AND MINIMUM REQUIREMENTS   | CONFORMS<br>(YES)<br>(NO) | SPECIFY<br>(STATE<br>ACTUAL) |
|--|---------------------------|------------------------------|
| VEHICLE SPECIFICATIONS   |                           |                              |
| For the supply and delivery of one (1) new 16 passenger transit vehicle, including space for three (3) wheelchairs similar to its existing transit vehicle   |                           |                              |
| The complete vehicle shall conform to the Regulations of the<br>Motor Vehicle Safety Act in effect no earlier than the date of<br>manufacture of the chassis cab and no later than the actual<br>date of completion of the vehicle.  |                           |                              |
| It is the responsibility of the party making any modifications<br>to the vehicle for any purpose, after its manufacture and<br>certification, to ensure compliance with all the provisions<br>outlined in the applicable Regulations of the <i>Motor Vehicle</i><br><i>Safety Act.</i> |                           |                              |
| CHASSIS  |                           |                              |
| State Make   |                           |                              |
| State Model  |                           |                              |
| Provide latest information brochures   |                           |                              |
| ENGINE   |                           |                              |
| Low emission 7.3L V8 gas engine that meets<br>legislated/regulated emission standards with engine block<br>heater, engine oil cooler, and sound proofing package   |                           |                              |
| Note: Diesel Engines will not be considered  |                           |                              |
| 55 Gal Engine Fuel Tank  |                           |                              |
| State Make   |                           |                              |
| State Size   |                           |                              |
|  |                           |                              |

| CONFORMS<br>(YES)<br>(NO) |  | (YES)         |  | (YES) (STAT |  | SPECIFY<br>(STATE<br>ACTUAL) |
|---------------------------|--|---------------|--|-------------|--|------------------------------|
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|                           |  |               |  |             |  |                              |
|                           |  | (YES)<br>(NO) |  |             |  |                              |

| SPECIFICATION AND MINIMUM REQUIREMENTS  | CONFC<br>(YE<br>(NC | S) | SPECIFY<br>(STATE<br>ACTUAL) |
|---|---------------------|----|------------------------------|
| Heavy duty radiator adequate for expected operating conditions  |                     |    |                              |
| BRAKES AND STEERING   |                     |    |                              |
| Power assisted steering to be provided  |                     |    |                              |
| Heavy duty power assisted brakes to be provided   |                     |    |                              |
| Anti-lock braking system (ABS) to be provided   |                     |    |                              |
| AXELS AND SUSPENSION  |                     |    |                              |
| Standard suspension suitable for anticipated operating conditions.  |                     |    |                              |
| Front axle details  |                     |    |                              |
| Rear axle details   |                     |    |                              |
| Bidders are required to submit a "weight analysis" to show<br>the weight distribution for a fully loaded bus (passengers,<br>fuel, etc)<br>Electronic Stability Control |                     |    |                              |
| GAUGES  |                     |    |                              |
| Vehicle shall be equipped with all necessary gauges for<br>anticipated use  |                     |    |                              |
| DOORS AND WINDOWS   |                     |    |                              |

| SPECIFICATION AND MINIMUM REQUIREMENTS  | CONFORMS<br>(YES)<br>(NO) |  | SPECIFY<br>(STATE<br>ACTUAL) |
|---|---------------------------|--|------------------------------|
| Fiber glass to be gel coated or;  |                           |  |                              |
| Aluminum shall be painted and be clear coated   |                           |  |                              |
| ADVERTISING RACKS   |                           |  |                              |
| The vehicle hall be equipped with interior and exterior<br>advertising racks  |                           |  |                              |
| Interior racks shall be on the sides, above the windows and 19.5 inches high  |                           |  |                              |
| Exterior racks shall be 44 inches wide x 21.5 inches high located on both the driver and passengers sides               |                           |  |                              |
| INTERIOR FLOORING   |                           |  |                              |
| The interior flooring shall be dark, non-skid rubber, with yellow step nosing and coved up the walls (minimum 6 inches) |                           |  |                              |
| CLIMATE CONTROL   |                           |  |                              |
| The vehicle shall be equipped with adequate heating and air conditioning equipment                                      |                           |  |                              |
| HEATER LINES  |                           |  |                              |
| Heating – Specify:  |                           |  |                              |
| A/C – Specify:  |                           |  |                              |
| ACCESIBILITY EQUIPMENT  |                           |  |                              |

| SPECIFICATION AND MINIMUM REQUIREMENTS   | CONFORMS<br>(YES)<br>(NO) | SPECIFY<br>(STATE<br>ACTUAL) |
|--|---------------------------|------------------------------|
| The vehicle shall be equipped with wheelchair lift (minimum 800 lbs lifting capacity) or approved equivalent and a single wheelchair loading door. There shall be an interlock system                            |                           |                              |
| connected to the transmission when using the lift and<br>manual back-up system for the lift  |                           |                              |
| The control(s) shall be:<br>a) Located so as to enable the operator to stand<br>anywhere on or around the edge of the platform when<br>operating the lift<br>b) Operable using one hand only                     |                           |                              |
| c) A continuous pressure operation<br>A notice such as the following shall be shown on, or adjacent<br>to, the lift:<br>"CAUTION – STAND CLEAR"  |                           |                              |
| The cautionary notice shall be clearly visible when viewing<br>the vehicle from the outside, in the general proximity of the<br>lift entrance. (Pictograms in accordance with SAE Standard<br>J2402 may be used) |                           |                              |
| The vehicle shall include an exterior light at the wheelchair<br>door. There shall be a head pad above the entrance door and<br>emergency door   |                           |                              |
| The vehicle shall be equipped with three (3) wheelchair positions with similar layout as below   |                           |                              |
| A Q-Straint system with tie down QRT-Max slide and click<br>floor anchorages or approved equivalent shall be used to<br>allow three (3) heavy framed electric wheelchairs to be<br>anchored securely             |                           |                              |

| SPECIFICATION AND MINIMUM REQUIREMENTS CONFORMS (YES) (NO)   |  | SPECIFY<br>(STATE<br>ACTUAL) |  |
|--|--|------------------------------|--|
| STANCHIONS   |  |                              |  |
| All stanchions shall be powder coated yellow with gray padding   |  |                              |  |
| DOCUMENTATION  |  |                              |  |
| The successful bidder shall suppl an operating and maintenance manual, warranty information for engine, body/structure, lift, other components, etc. |  |                              |  |
| Two driver beverage holders  |  |                              |  |
| Driver's seat (cloth) shall be USSC Seat Evolution G2E-LP<br>with P1A (Self-contained Air) or approved equivalent                                    |  |                              |  |
| Locking glove box  |  |                              |  |
| Rear view 6" x 9" convex interior mirror   |  |                              |  |
| Rear back-up camera  |  |                              |  |
| Front passenger side 8.5 inch convex mirror  |  |                              |  |
| AM/FM, CD player with front speaker and four additional speakers in passenger area c/w auxiliary plug on outside of radio                            |  |                              |  |
| Driver's side 12" wide running board   |  |                              |  |
| Rear heater line shut off manual valve   |  |                              |  |

| SPECIFICATION AND MINIMUM REQUIREMENTS  | (YES) |  | SPECIFY<br>(STATE<br>ACTUAL) |
|---|-------|--|------------------------------|
| Engine fast idle switch   |       |  |                              |
| Limited slip differential   |       |  |                              |
| Emergency rear door exit with buzzer and door ajar  |       |  |                              |
| First aid kit – Ontario Specifications  |       |  |                              |
| Plexi glass barrier to protect driver   |       |  |                              |
| Canadian requirements package i.e. daytime running lights<br>and side turn signal/marker lights |       |  |                              |
| 1-10lb fire extinguishers (or 2-5lb)  |       |  |                              |
| Window ajar lights and buzzer   |       |  |                              |
| Vehicle to have Krown rust control  |       |  |                              |

#### 7.1 Declaration

I/We the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or Corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in the proposal.

I/We further declare that all statements, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.

I/We declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.

I/We further declare that no employee of the Corporation of the Municipality of West Elgin is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived there from.

I/We further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation of the Municipality of West Elgin's representatives, relative to this proposal.

I/We further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate on behalf of the Proponent.

I/We further agree in submitting this proposal, we recognize the Municipality may accept any proposal in whole or in part, or elect to reject all proposals.

ACKNOWLEDGEMENT OF ADDENDA

I/We have received and allowed for ADDENDA NUMBER \_\_\_\_\_\_ in preparing my/our proposal. Insert #'s or "none"

Company Name

Signature

Print Name

NOTE: Failure to sign this page and return with your submission will result in non-acceptance of your submission.

## 7.2 Proponent Contact Information

## A copy of this form must be completed for each Sub-contractor

| Business Name         |  |
|-----------------------|--|
| Contact Name          |  |
| Mailing Address       |  |
| Phone number (office) |  |
| Phone number (cell)   |  |
| Email Address         |  |
| WSIB Account Number   |  |
| HST Account Number    |  |

## APPENDIX A CANADIAN CONTENT SUBMISSION FORM

## NAME OF MANUFACTURER:

## SUBMISSION NO:

# THE MANUFACTURER MUST SET BELOW THE LEVEL OF CANDIAN CONTENT FOR ALL COSTS INCLUDED IN THE TRANSIT VEHICLE:

| ITEM | CATEGORY OF<br>ITEM                | PERCENTAGE<br>OF TOTAL<br>COST (A) | PERCENTAGE<br>OF<br>CANADIAN<br>CONTENT<br>FOR ITEM<br>(B) | TOTAL<br>PERCENTAGE<br>CANADIAN<br>CONTENT<br>(A*B%) |
|------|------------------------------------|------------------------------------|--|--|
| 1    | CANADIAN<br>DIRECT LABOUR          |                                    |  |  |
| 2    | SUBCOMPONENTS<br>AND<br>COMPONENTS |                                    |  |  |
| 3    | ENGINEERING                        |                                    |  |  |
| 4    | PROJECT<br>MANAGEMENT              |                                    |  |  |
| 5    | FREIGHT AND<br>HANDLING COST       |                                    |  |  |
| 6    | SPECIAL TOOLS<br>AND SUPPLIES      |                                    |  |  |
| 7    | WARRANTY                           |                                    |  |  |
| 8    | CHASSIS                            |                                    |  |  |
|      |                                    |                                    | TOTAL:   |  |

## APPENDIX B MUNICIPAL REFERENCES

The following is a list of projects similar in type and scope to this RFP which have been successfully completed by the Proponent

| OWNER | CONTACT<br>NAME/TELEPHONE<br>NO: | DESCRIPTION<br>OF CONTRACT | VALUE | YEAR |
|-------|----------------------------------|----------------------------|-------|------|
|       |                                  |                            |       |      |
|       |                                  |                            |       |      |
|       |                                  |                            |       |      |
|       |                                  |                            |       |      |
|       |                                  |                            |       |      |