



Public Works Department

Request For Proposal – Contract No. RFP-03-2024

Supply and Delivery of One (1) Tandem Axle Deck Over Tag Along Float Trailer or One (1) Tri Axle Deck Over Tag Along Float Trailer

Questions Deadline: 1:00 pm Friday May 3rd, 2024

Proposals must be signed, sealed, and clearly marked with the project and Proposal No. The Proposal must be received by the Municipality of Highlands East by **1:00 p.m. Local Time on Monday May 13th, 2024.**

The Municipality of Highlands East reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this request for Bids at any time.

All purchases made by the Corporation of the Highlands East are done in accordance with our Procurement Policy as approved by By-law # 2020-68, which covers the acquisition of all goods and services.

Table of Contents

Part 1: Purpose of Procurement.....	4
1.1 Scope of Work	4
Part 2: Definitions.....	6
Part 3: Instructions for Proponents.....	7
3.1 Interpretation.....	7
3.2 Completion of the Proposal Document.....	7
3.3 Mandatory Submission Requirements.....	8
3.4 Alteration or Withdrawal of Proposals	8
3.5 Unbalanced Proposals and Discrepancies.....	8
3.6 Inquires & RFP Contact	8
3.7 Contract Award Procedures	9
3.8 Pre-Conditions of Award & Insurance Requirements	9
3.9 Delivery	9
3.10 Payment Terms	9
Part 4: Submission Evaluation	10
4.1 Evaluation Matrix	10
4.2 Stages of Evaluation	10
4.3 Finalization of Contract with the Successful Proponent.....	11
Part 5: Terms and Conditions.....	11
5.1 Contract & Agreement	11
5.2 Acceptance of Proposal	11
5.3 Award	12
5.4 Taxes.....	12
5.5 Conflict of Interest.....	12
5.6 Disqualification for Conflict of Interest	13
5.7 Proponent Questions	13
5.8 Response to Questions.....	13
5.9 Addenda	13
5.10 Clarification of Proposal	14
5.11 Verification of Information	14
5.12 Insurance.....	14
5.13 Indemnification.....	15
5.14 Proponent’s Experience, Ability, Capital, and Plant.....	15
5.15 Supplier Discharge of Liability	15
5.16 Change in Government Taxes	16

5.17	Municipal Freedom of Information and Protection of Privacy Act.....	16
5.18	Ontario/Canadian Laws	16
5.19	Personal Information.....	16
5.20	Debriefing	17
5.21	Accessibility	17
Part 6:	Declaration	18
Part 7	Contract Template	20
Appendix A	22
Standard Equipment Mechanical	23
Appendix B - Pricing	25
Appendix C - Delivery	26

RFP 03-2024

Part 1: Purpose of Procurement

1.1 Scope of Work

The Municipality of Highlands East (the “Municipality”) is seeking to acquire the supply and delivery of:

One (1) Tandem Axle Deck Over Tag Along Float Trailer or One (1) Tri Axle Deck Over Tag Along Float Trailer

To the Municipality of Highlands East, 2249 Loop Road, Wilberforce, Ontario K0L 3C0.

Proposals will, in part be evaluated based on the ability to meet the requirements set out in **Appendix A** and **Appendix B**.

Proposals will be received by the Municipality of Highlands East until: **1:00 p.m. Local Time on Monday, May 13th, 2024, at the address below.**

RFP-03-2024

Attn: Brittany McCaw, CAO/Treasurer
2249 Loop Rd.
Box 295
Wilberforce Ont.
K0L 3C0

Supply and Delivery of One (1) Tandem Axle Deck Over Tag Along Float Trailer or One (1) Tri Axle Deck Over Tag Along Float Trailer

Supplier Information

Name of Firm or Individual (Hereinafter referred to as the Supplier)

Supplier Mailing Address

Email

Phone Number

Cell Number

Name and Position of Person Signing for Firm

HST Registration No.

WSIB Account No.

Signature

Date

Part 2: Definitions

Agreement: means the legal document submitted by the Proponent in their Bid I that binds the Supplier and Owner, subject to the provisions of the Contract.

Award: is the notification to a Successful Proponent of acceptance of a Bid which brings a Contract into existence.

Bid: means an offer or submission from a Proponent in the form of a Quotation, Proposal, or Proposal, submitted in response to a solicitation from the Owner.

Conflict of Interest: Is defined as the situation or circumstance, real, or perceived, which could give a Supplier an unfair advantage during a procurement process or compromise the ability of a Supplier to perform its obligations under the Contract.

Contract: means a binding agreement for the purchase or disposal of good and/or services. A Contract may be a fully executed legal agreement, in a form satisfactory to the Owner, and a Purchase Order issued for the Bid Request of the Owner(s).

Contract Administrator: Representative of the Owner responsible for monitoring the progress of the Contract and ensures it is executed to completion.

Days: means calendar days.

Evaluation Committee: means a group of individuals designated/responsible to make award recommendation.

Evaluation Criteria: means the benchmark, standard or yardstick against which accomplishment, conformance, performance, and suitability of an individual, alternative, activity, product, or plan is measured to select the best Proponent through a Request for Proposal process. Criteria may be qualitative or quantitative in nature.

Evaluation Matrix: means a tool allowing the Evaluation Committee to rate Proposals based on multiple pre-defined evaluation criteria.

Highest Total Score: means the highest score achieved by a Proponent during the evaluation of the tender where the Evaluation Committee has agreed by consensus.

Municipality: means the Municipality of Highlands East.

Proposal(s): means all the documentation and information submitted by a Proponent in response to the tender.

Request for Proposal (RFP): means this Request for Proposal issued by the Owner, and all addenda thereto.

Proponent(s): means an entity that submits a Bid in response to this tender and, as context may suggest refers to a potential Proponent.

Successful Proponent: means a Proponent whose Proposal meets the prescribed requirements and has the Highest Total Score in accordance with the evaluation process.

Submission Deadline: means the closing date and time of the RFP period. No Proposals will be accepted after the closing date and time.

Supplier: means the Proponent that is successful in this RFP and that enters into the Contract with the Owner.

Total Proposal Price: Total bid price, excluding HST that will be evaluated as the financial component.

Part 3: Instructions for Proponents

3.1 Interpretation

In this document “**Proposal Documents**” shall include the Proposal Terms and Conditions Proposal Pricing, All Addenda, and any other documents listed in the Proposal.

- The **Municipality of Highlands East** may hereinafter be referred to as the **Owner**.
- An individual or company submitting a bid for this Proposal may hereinafter be referred to as the **Proponent**.
- The Successful Proponent who executes a Contract with the Owner may hereinafter be referred to as the **Supplier**.

The following terminology applies in the RFP:

The term “**should**” relate to a requirement which the Owner would like the Proponent to address in its Bid.

The terms “**will**”, “**must**”, or “**shall**” describe a procedure that is intended to be followed as a mandatory requirement. Bids that do not fulfill all mandatory requirements will be rejected as non-compliant.

3.2 Completion of the Proposal Document

Proponents are cautioned that the timing of their submission is based on when the Proposal is received by the Municipality, not when a Proposal is submitted by a Proponent.

The Municipality recommends that Proponents allow sufficient time to submit their proposals and to resolve any issues that may arise. The closing date and time shall be determined by the Municipality’s clock.

Proposals must be signed, sealed, and clearly marked with Proposal number RFP-03-2024. The Proposals must be received by the Municipality of Highlands East by 1:00 pm Monday, May 13th, 2024, Attention: Brittany McCaw, CAO/Treasurer, 2249 Loop Road, Box 295, Wilberforce, Ontario, K0L 3C0.

All proposals will only be accepted by way of mail or courier to the Municipal office, emailed proposals will NOT be accepted.

Proposals will be opened, read, and recorded by the Municipality’s Opening Committee immediately following.

All entries in the Proposal shall be in English, clear, and legible. All items should be Bid according to any instructions in the Proposal documents, and with entries made from unit price, lump sum, extensions, and totals as appropriate.

The Owner reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in its best interest to do so. Proposals which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, erasure, alterations (unless properly and clearly made and initialed by the Proponent’s signing officer) or irregularities of any kind, may be rejected as informal.

The Proponent or an authorized designate must sign and seal the Form of Proposal document in the spaces provided. If a joint Proposal is submitted, it must be signed and sealed separately on behalf of each Proponent.

3.3 Mandatory Submission Requirements

- Supplier Information
- Declaration
- All Addenda submitted and acknowledged by with Proponent's signature.
- Appendix A, Appendix B, and Appendix C
- Warranties

3.4 Alteration or Withdrawal of Proposals

An alternate Proposal submitted at any time up to the Submission Deadline shall supersede and invalidate all Proposals previously submitted by the Proponent for this RFP.

Proponents may withdraw a submitted Proposal at any time until the Submission Deadline. To withdraw a Proposal prior to the Submission Deadline, notify the Owner of a submission withdrawal by submitting a letter bearing the Proponent's signature to the office of the Finance Department and to the attention of the Contract.

The withdrawal of a Proposal prior to the Submission Deadline does not disqualify a Proponent from submitting another Proposal for the same Tender.

3.5 Unbalanced Proposals and Discrepancies

Proposals that contain prices that appear to be so unbalanced that they adversely affect the interests of the Owner, may be rejected.

Wherever the amount bid for an item does not agree with the extension of the Proposal quantity then the bid unit price shall govern. The corrected total Proposal amount for a payment item will use the respective unit price.

The Owner may correct any mathematical discrepancies in confirming the correct **Total Proposal Price**. Where an error has been made in transferring an amount from one part of the Proposal to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the **Total Proposal Price** shall be corrected accordingly.

3.6 Inquires & RFP Contact

Any questions related to this RFP must be directed to:

Perry Kelly, CRS-S, Public Works Manager

perrykelly@highlandseast.ca, 705-448-1595

Proponents and their representatives are not permitted to contact any other employees, officers, agents, elected officials, or other representatives of the Owner, other than the RFP Contact listed above, concerning matters regarding the RFP.

No oral interpretation shall be effective to modify any of the provisions of the Proposal Documents. All requests for interpretation shall be made in writing to the RFP Contact.

Should a Proponent find discrepancies in, or omissions from the Documents, the Proponent shall immediately notify the RFP Contact who may send a written instruction to all Proponents by way of Addenda.

3.7 Contract Award Procedures

The Award of this Contract is subject to the approval authority as defined by the Owner's Procurement Policy.

The RFP Contact shall notify the Successful Proponent within 90 days of the Submission Deadline of the acceptance.

Notice of acceptance of the Proposal will be by email.

3.8 Pre-Conditions of Award & Insurance Requirements

The successful Proponent shall deliver by email, by hand or by mail within seven (7) calendar days of receiving written notice, the following documents to the RFP Contact.

- A certified copy of the firms **Commercial General Liability** insurance. Coverage shall be at least **two million dollars (\$2,000,000.00)** per incident with the Municipality of Highlands East named as an additional insured.
- **Automobile Liability** insurance including all vehicles and commercial trailers owned and/or leased by the Supplier for an amount no less than **two million dollars (\$2,000,000.00)** covering all vehicles and commercial trailers used in any manner in connection with the performance of the terms of the Contract.
- A Certificate from the Workplace Safety Insurance Board validating proof of coverage and good standing.

3.9 Delivery

The finished units shall be complete and in the possession of the Owner no later than the date specified in **Appendix C**. Prices quoted are to be **F.O.B.** to the locations specified below.

The deliveries shall be made to

Municipality of Highlands East: 19951 – Hwy 118 Tory Hill Ont, K0L 2Y0

Or pick up of unit if agreed upon between the proponent and a representative of the Municipality.

3.10 Payment Terms

Prices shall be in Canadian Funds, quoted for item stipulated, F.O.B. the point specified therein. All prices provided shall include applicable taxes, customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work. The prices shall be specified as indicated on **Appendix B** and shall not include HST.

Payment will be made in response to receiving the finished product and invoice within thirty (30) days of acceptance of the completed product. Acceptance includes that all inspections are to the satisfaction of the Owner. specifications are met and function as in intended.

Invoices for the **Municipality of Highlands East** shall be sent to: payments@highlandseast.ca
No provision for progress payments shall be made.

Part 4: Submission Evaluation

4.1 Evaluation Matrix

The proponent shall submit the following completed documents, **Proponent Information, All Addenda, Declaration, Agreement, Appendix A, Appendix B, Appendix C and Warranties**. The following submission requirements shall be subject to a weighted points system of qualification, the maximum allotted points for each category are as shown below:

- 45 – Meets requirements reflective of the specifications outlined in Appendix A
- 30 – Pricing in Appendix B
- 10 – Schedule in Appendix C
- 10 – Quality assurance and warranty
- 5 – Value Added (Extended warranty)

The proponent shall submit a complete list of specifications from **Appendix A**

A final price will be showing total price from **Appendix B**

The proponent shall state the schedule to be followed, and an earliest delivery date to be agreed to in **Appendix C**.

The Proponent shall state the manufacturer’s warranty for all of the major units as listed above and if successful, provide all warranty documentation upon completion of contract.

Value Added: The Proponent may also submit details of an option for extended warranty. This will be over and above the total price of the complete vehicle and shall be kept separate from the total price and will not be considered in the “Pricing” portion of the points system.

If any of the above information is missing from the proposal, the proposal may be rejected.

4.2 Stages of Evaluation

The Owner will conduct the evaluation of Proposals in three (3) stages as follows:

Stage 1 – Required documents (pass/fail)

A review of the submitted documents will be undertaken to determine if the submitted Proposal complies with all the mandatory requirements, Proponent Information, Declaration, Agreement, Appendix A, Appendix B, Appendix C and Warranties.

Proposals that do not comply with the mandatory requirements shall be disqualified and not be evaluated further.

Stage 2 – Proposal Merits (70 Points)

Stage 2 will consist of a scoring by the Owner of each qualified Proposal on the basis of the detailed criteria as displayed in the submitted proposal. The following is an overview of the categories and weightings for the Stage 2 criteria of the RFP:

Criteria	Points
Meets requirements reflective of the specifications outlined in Appendix A	45
Pricing outlined in Appendix B	35
Delivery outlined in Appendix C	10
Extended warranty	10

Key Rating %	Characteristics	Definition
0%	Unacceptable	Does not meet any requirements
25%	Fair	Does meet some requirements
50%	Average	Does meet basic requirements
75%	Good	Does meet most requirements
100%	Excellent	Does meet all requirements

Example: If a criteria Schedule is evaluated as Good the rating will be 75% and 10 points are allocated then the score for the criteria will be $0.75 \times 10 = 7.5$ points.

Stage 3 – Pricing (30 Points)

Stage 3 will consist of a scoring of the pricing submitted in Appendix B. Each Proponent will receive a percentage of the total possible 30 points allocated to price by dividing the Proponent's price into the lowest Proposal price.

Example: If the lowest Proposal price is \$150, that Proponent receives 100% of the Points ($150/150 = 100\%$), or 30 points. A Proponent whose proposal price is \$200 will receive ($150/200 = 75\%$), or 22.5 points.

The Proponent that achieves the highest total score from Stage 2 and 3 will be ranked first. In the event of a tie the total score, the Proponent with the lowest cost will be ranked first overall.

4.3 Finalization of Contract with the Successful Proponent

The Successful Proponent shall be invited to enter into a Contract in accordance with this RFP following approval. The Successful Proponent will be notified in writing and shall be expected to execute the Contract with the Owner within ten (10) days of receiving notification. Failure to do so may result in the disqualification of the Proponent and the selection of another Proponent or the cancellation of the RFP.

Part 5: Terms and Conditions

5.1 Contract & Agreement

It is expected that the Proponent with the Highest Total Score, if any, will be invited to sign a comprehensive Contract (the "**Contract**") setting out the terms and conditions that will apply to the work.

The Agreement set out in this Tender is the form that the Municipality intends to use as the basis for the final Contract with the Successful Proponent. The signed and submitted Proposal documents form the Agreement.

If a Proponent objects to any aspect of the Agreement, the Proponent is strongly encouraged to raise issues or propose changes to the Agreement during the submission of questions process as per the Proponent Questions section.

5.2 Acceptance of Proposal

Proposals shall be irrevocable and valid for acceptance by the Owner for a period of ninety (90) days after the Proposal Submission Deadline.

5.3 Award

Award will be based on the Proponent with the Highest Total Score that has met all the mandatory requirements as detailed in Mandatory Submission Requirements of this RFP.

The Owner reserves the right to not award to the Proponent with the Highest Total Score if it is determined that the cost of completing the work exceeds budgetary constraints.

All Proposal are prepared at the sole risk and cost of the Proponent. No payments shall be made to any Proponent regarding the preparation and submission of Proposals.

Award of this Contract is subject to appropriate funding acceptable to the Owner.

The Proponent will receive a notice of Award by email. That notice constitutes the Owner acceptance of the Successful Proponents Bid. The Contracts between the Owner and the Successful Proponent shall be executed within 10 days of the Successful Proponent receiving notice of Award.

Notwithstanding and without restricting the generality of the statements above, the Owner shall not be required to award or accept a Proposal and may choose to either cancel the request for Proposals or recall the Proposals at a later date if:

- Only one Bid has been received as the result of a request for Proposal.
- The lowest responsive and responsible Bid exceeds the available project budget for the supplies or services.
- A change in the scope of work or specifications is required.

5.4 Taxes

Unit and/or lump sum prices shall not include the Harmonized Sales Tax.

The Owner shall comply with the Harmonized Sales Tax (HST) legislation as enacted in the Federal Excise Tax Act (EAT), which came into effect on July 1, 2010.

All prices bid shall include applicable customs, duty, freight, insurance, and all other charges of every kind attributable to the work.

5.5 Conflict of Interest

For the purposes of this Tender, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly, or indirectly, that may give it an unfair advantage, including but not limited to

- Having, or having access to, confidential information in the preparation of its response that is not available to other Proponents.
- Communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
- Engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

in relation to the performance of its contractual obligations under a Contract for the work, the Proponents other commitments, relationships, or financial interests

- Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
- Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

5.6 Disqualification for Conflict of Interest

The Owner may disqualify a Proponent for any conduct, situation, or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above.

5.7 Proponent Questions

The Owner will use the following process regarding any Proponent question or other request for clarification regarding any aspect of the Tender:

Proponents must submit requests for clarification or questions to the RFP Contact.

In the communication with the RFP Contact, reference a specific section or page number of this Tender.

Requests for clarification and questions must be submitted prior to **1:00 pm Friday May 3rd, 2024**, the Question Deadline. Questions and inquiries submitted after the Questions Deadline will not be addressed.

5.8 Response to Questions

The Owner will make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with the Proponent Questions section, subject to the provisions of this section.

Questions and answers will be distributed in numbered addenda to Proponents. In answering a Proponents question(s) in any addenda, the Owner will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Owner may, in its sole discretion:

- edit the question(s) for clarity.
- exclude any question(s) that are either unclear or inappropriate.
- provide a single, consolidated answer to similar questions from various Proponents.
- Where an answer results in any change to the RFP, such answer may be formally documented through the issue of a separate addendum reflecting that change.

5.9 Addenda

The Owner will only amend or supplement the Tender by issuing an addendum. Any amendment or supplement to the Tender made in any other manner will not apply to the RFP.

Proponents shall acknowledge receipt of any addenda. Failing to submit all acknowledged addenda with the submission will result in the Proposal being rejected for non-compliance.

It is the responsibility of the Proponent to have received all Addenda that are issued. The Proponent is solely responsible to:

- make any required adjustments to their Proposal; and
- acknowledge the addenda by submitting a signed copy of each addendum issued with their proposal submission.

5.10 Clarification of Proposal

The Owner shall have the right at any time after the Proposal Submission Deadline to seek clarification from any Proponent in respect of that Proponents Bid, without contacting any other Proponent. The Owner shall not be obligated to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponents Proposal in any substantial manner. Subject to the qualification in this provision, any written information received by the Owner from a Proponent in response to a request for clarification from the Owner may be considered to form an integral part of the Proponents Proposal, at the Owner's sole discretion.

5.11 Verification of Information

The Owner may:

- verify any Proponents statement or claim made in the Proponents Bid or made subsequently in any subsequent communication by whatever means the Owner may deem appropriate, including contacting persons in addition to those offered as references.
- reject any Proponents statement, claim, or bid, if such statement, claim, or Bid is patently unwarranted or is doubtful; or
- access the Proponents premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Owner shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

5.12 Insurance

Commercial General Liability insurance including premises and all operations for an amount not less than **two million (\$2,000,000.00) dollars** per occurrence, including the Municipality of Highlands East as an additional insured. This coverage applies to:

- third party bodily injury
- property damage
- products and completed operations.
- contractual liability
- personal injury
- Municipality and Supplier's protective coverage
- non-owned automobile

and contain a cross liability and severability of interest clause.

Automobile Liability insurance including all vehicles and commercial trailers owned and/or leased by the Supplier for an amount no less than **two million (\$2,000,000.00) dollars** covering

all vehicles and commercial trailers used in any manner in connection with the performance of the terms of the Contract.

The following will apply:

Prior to commencing any work with the Owner, the Proponent will be required, upon request, to provide evidence of insurance coverage according to the insurance conditions set out in the Pre-Conditions of Award & Insurance Requirements section. The certificate of insurance shall identify the Contract title, policy holder, and scope of work. Insurance obtained and continuously carried during the term of the Contract is at the Proponents and/or sub-contractors' own expense and cost.

All insurance policies shall be in a form and in amounts satisfactory and with insurers acceptable to the Owner and shall remain in effect for the duration of the contract.

The Proponent and each of its sub-contractor shall provide, at its own cost, any additional insurance that it is required by law to provide or which it considers necessary. The insurance coverage shall be primary insurance as respects the Owner(s).

Similar evidence of renewals, extensions, or replacement of said policies, upon request, shall be forwarded to the Owner, at least fifteen (15) days prior to their renewal extension or replacement. A certificate of insurance provided by the Proponent shall not contain any disclaimer whatsoever.

5.13 Indemnification

The Supplier shall indemnify and hold harmless the Owner, its officers, council members, partners, agents and employees from and against all claims, demands, losses, costs, damages, suits, or proceedings whatsoever which may be brought against or made upon The Municipality of Highlands East, and against all loss, liability, judgments, claims, suits, demands, or expenses which the Owner may sustain, suffer, or be put to resulting from or arising out of the successful Proponent's failure to exercise reasonable care, skill, diligence, or omissions in the performance of any work required hereunder to be performed or rendered by the Supplier, its agents, officials, or employees.

5.14 Proponent's Experience, Ability, Capital, and Plant

The Owner expects that all Proponents will be able to furnish satisfactory evidence that they have the ability, experience, capital, and plant to enable them to execute and complete the contract successfully. Proponents must be authorized to do business in the Dominion of Canada and the Province of Ontario.

Upon acceptance of the proposal by the Owner, the Supplier shall not substitute other Sub-contractors in place of those named in the proposal without written approval from the Owner.

5.15 Supplier Discharge of Liability

The Supplier shall discharge and cause each sub-contractor to discharge all liabilities incurred, for labour, materials, or services, used or reasonably required for use in the performance of this contract on the date upon which each becomes due.

The Owner may in respect of claims submitted by creditors having a contractual relationship with the Supplier, and after providing written notice to the Supplier and their surety, withhold any payment otherwise entitled under this contract. Interest will not apply to any such funds withheld.

5.16 Change in Government Taxes

Where a change in Canadian Federal or Provincial taxes occurs after the proposal closing date for this contract, and this change could not have been anticipated at the time of bidding, the Owner will increase or decrease the contract payment to account for the exact amount of tax change involved.

Claims for compensation for additional tax cost shall be submitted by the Supplier to the Owner. Such claims for additional tax costs shall be submitted not later than 30 days after the date of acceptance of work.

Where the Supplier benefits from a change in Harmonized Sales Tax, the Supplier shall submit to the Owner, a statement of such benefits. This statement shall be submitted not later than 30 days after the date of acceptance of the work.

The Owner reserves the right to adjust the final contract payment to compensate for the estimated benefit from decreased tax costs.

5.17 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to records in the custody or control of the Owner, and includes any information provided by Proponents in connection with this RFP. Such information may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponents competitive position. Generally, only specific portions of a Proposal should be identified.

5.18 Ontario/Canadian Laws

The RFP and the Proponents Proposal will be interpreted according to the laws of Ontario and the federal laws of Canada applicable therein.

5.19 Personal Information

Personal Information shall be treated as follows:

Submission of Information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Owner request such information, the Owner will treat this information in accordance with the provisions of this section and will maintain the information for a period of up to 7 years from the time of collection.

Use – Any Personal Information that is requested from each Proponent by the Owner shall only be used (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the Supplier, for Contract management purposes.

Consent – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Owner. If any Personal Information is disclosed to the Owner by a Proponent, the Owner will consider that the appropriate consents have been obtained for the disclosure to and use by the Owner of the requested information for the purposes described herein.

5.20 Debriefing

Proponents are entitled to request a debriefing meeting with the Owner. Such requests must be made to the RFP Contact within 60 Days following the date of posting of a Contract award notification in respect of the Tender.

Debriefing may be held by telephone, in person, or by email, unless otherwise agreed.

Once a Bid Protest has been received, the Finance Department shall review the matter and consult with legal counsel when appropriate. The Finance Department is to complete the review in an appropriate time frame, but generally within 90 days of receiving the Bid Protest. The time frame may be extended based on the complexity of the Protest or extenuating circumstances.

The Finance Department will then prepare a written decision regarding the matter and will send a copy of that decision to the Proponent that submitted the Bid Protest.

In all cases:

The Owner shall seek to resolve the Bid Protest with the Proponent through consultation (to the extent feasible and reasonable); and

The Owner will accord impartial and timely consideration to the Bid Protest in the matter that is not prejudicial to the Proponents participation in ongoing or future Procurement Processes.

Filing a Bid Protest does not affect a Proponents ability to participate in ongoing or future procurement opportunities with the Owner.

5.21 Accessibility

According to the Accessibility for Ontarians with Disabilities Act (AODA), effective January 1, 2021, all documents published on municipal websites must meet the **Website Content Accessibility Guidelines** (<https://www.w3.org/TR/WCAG20/>) 2.0 Level AA. To ensure that these guidelines are met, the Owner shall request the Supplier provide an AODA compliance report for all public-facing materials.

The Owner is committed to ensuring that accessible goods and services are purchased where accessibility would impact the successful use of the good or service by the public or staff or where a lack of accessibility would have direct impact on the success of an Owner(s) project as required under The Accessibility for Ontarians with Disabilities Act, 2005 O. Reg. 191/11; Integrated Accessibility Standard.

Part 6: Declaration

Name of Firm or Individual

Proponent's Mailing Address

Email

Phone Number

To the Members of Council

I/We, the undersigned declare that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Proposal or in the Contract proposed to be undertaken.

I/We have read and acknowledge **Section 5.5 Conflict of Interest and 5.6 Disqualification for Conflict of Interest** and declare that no Conflict of Interest exists.

I/We further declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that no member of Council or any other Officer of the Owner is or will become interested directly, or indirectly, as a Supplier 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 of any such supplies to be used therein or in any of the monies to be derived therefrom.

I/We further declare that the several matters stated in the said Proposal are in all respects true.

I/We further declare that I/We have carefully examined the scope of the proposed works, and having read, understood and accepted the terms of the Tender documents, All Addenda, Appendix A, the Contract Agreement attached hereto and any other documents referred to in the RFP, and hereby offer to furnish all machinery, tools, labour, apparatus, plans and other means of construction; all materials, except as otherwise stated in the contract; including in every case freight, duty, exchange and harmonized sales tax in effect on the date of the acceptance of the proposal, and to complete the work for the sums calculated in accordance with the prices set forth in Appendix B, on a date specified in Appendix C.

I/We agree that this offer is to continue open for acceptance until the formal contract is executed by the successful Proponent for the said work or until 90 calendar days after the said opening, whichever event first occurs; and that the Owner may, at any time within that period, without notice, accept this proposal whether any other proposal has been previously accepted or not.

I/We agree that the awarding of the Contract based on the submitted Proposal to the Council of the Owner shall be an acceptance of the Proposal.

I/We hereby agree that notification of acceptance of the proposal shall be in writing and may be sent by mail or email and if sent in this manner, acceptance shall be deemed to have been made on the date of the mailing of such notification.

Dated at _____ this ____ day of _____, 20__.

Witness

Signature of Proponent

Part 7 Contract Template

The Municipality of Highlands East

For

Supply and Delivery of One (1) Tandem Axle Deck Over Tag Along Float Trailer or One (1) Tri Axle Deck Over Tag Along Float Trailer

Contract

This Contract made in duplicate this ____ day of _____, 20____.
by and between

Hereinafter called the "Supplier."

And

Hereinafter called the "Owner."

Witnessed that, the party of the first part, for and in consideration of the payment or payments specified in the RFP for this item, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Owner, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the specifications and proposal therefore, which are identified and acknowledged in the RFP documents, All Addenda, Appendix A, Appendix B, Appendix C, the Contract Agreement attached hereto and any other documents referred to in the RFP which are to be read herewith and form part of this present agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

The Supplier further agrees that they will deliver the whole of the work completed in accordance with the agreement on or before the date specified in Appendix C.

The Scope of the Work that will comprise this Contract is as submitted in the Supplier's proposal and includes the following major items which are further defined in Appendix A of the Tender and any accepted changes or specifics made by the proposal documents.

In consideration whereof, the Owner agrees to pay to the Supplier for the total cost of the item, the stipulated sum or sums submitted in the proposal.

This agreement shall ensure to the benefit of and be binding upon the heirs, executors' administrators, and assigns of the Supplier and on the heirs and successors of the Owner.

In witness thereof, the Supplier and the Owner have hereunto signed their names on the day first above written, attested by the signature of their proper officers, as the case may be.

Contract No-RFP-03-2024

Signed by the Supplier
In the Presence of

Name of Suppliers Witness (Please Print)

Signing Authority for Supplier (Please Print)

Signature of Suppliers Witness

Signature of Supplier Signing Authority

Mayor of Highlands East
(Please Print)

Highlands East CAO/Treasurer
(Please Print)

Mayor of Highlands East – Signature

CAO/Treasurer – Signature

This Contract will be mailed by courier to the Successful Proponent upon receiving all documents related to the Pre-Conditions of Award.

Appendix A

- The Supplier shall be responsible.
 - for acquiring plates and current vehicle licensing
 - for ensuring that all vehicle components meet Canadian Motor Vehicle Safety Regulations and all other relevant regulations
- All mandatory specifications will be marked as “**mandatory**”.

Provide pricing for One (1) Tandem Axle Deck Over Tag Along Float Trailer (Option A) or One (1) Tri Axle Deck Over Tag Along Float Trailer (Option B)

- Make and Model

Specify make and model of trailer being tendered. **Mandatory**

Make

Model

Appendix A

Standard Equipment Mechanical

Empty Weight Minimum 5500kg (Option A) Tandem Trailer	Yes:	No:	Specify:
Empty Weight Minimum 6500kg (Option B) Tri Axle Trailer	Yes:	No:	Specify:
Size 102" Wide X 20' X 20ft. 5' Beavertail Minimum Option A or Option B	Yes:	No:	Specify:
Deck Height 35" Minimum Option A or Option B	Yes:	No:	Specify:
Coupler 3" Adjustable 60k Pintle Option A or Option B	Yes:	No:	Specify:
Jack Holland Dual 25k Option A or Option B	Yes:	No:	Specify:
Safety Chains ½" Grade 70 Min Option A or Option B	Yes:	No:	Specify:
Axle (2) 20,000 Lbs. Oil Both Wheels Option A or Option B	Yes:	No:	Specify:
Axle (3) 20,000Lbs. Oil Both Wheels Option A or Option B	Yes:	No:	Specify:
Abs Air Brakes Option A or Option B	Yes:	No:	Specify:
Axle Spread Minimum 49" Option A or Option B	Yes:	No:	Specify:
Tires St235/75r17 Option A or Option B	Yes:	No:	Specify:
Lighting Led Option A or Option B	Yes:	No:	Specify:
Floor 2" Material Option A or Option B	Yes:	No:	Specify:
Toolbox In Tongue Option A or Option B	Yes:	No:	Specify:
Air Ramps Option A or Option B	Yes:	No:	Specify:
Electrical Plug 7 Pin Option A or Option B	Yes:	No:	Specify:
Colour Yellow Option A or Option B	Yes:	No:	Specify:

Contract No-RFP-03-2024

Manufacture's Warranty

Optional Details for Extended Warranty

Appendix B

Pricing as per Appendix A

Item	Quantities	Price per (excluding HST)	Cost
One Tandem Axle Deck over Tag Along Float Trailer	1		
One Tri Axle Deck Over Tag Along Float Trailer	1		
		Total Proposal Price	
		HST	

Price (excluding HST) _____

Appendix C

Delivery

Proponent _____

A delivery date will be agreed upon between the successful proponent to the satisfaction of the Municipality.