



REQUEST FOR PROPOSAL

No. ES 2024-01

Rapid Response Unit (RRU)
Purchase for One SUV Style
Vehicle

For

County of Huron

Name of Firm Submitting
Proposal

Proposals that are faxed, sent electronically or by secure site will not be accepted.

Only the names of the firms submitting Proposals will be read aloud at the public opening, shortly after the date/time of closing.

RETURN LABEL

Please firmly affix this address label to the envelope containing your submission. Submissions must be by courier or in-person only. Canada Post submissions will not be accepted.

----- ✂ -----
Name of Firm: _____

Request for Proposal No. **ES 2024-01**
For: **COUNTY OF HURON – New RRU SUV Purchase for 1 unit**
Closing: **May 2, 2024, 12:00PM Local Time**

To: **COUNTY OF HURON – Emergency Services Department**
Jeff Horseman
Chief, Emergency Services
County of Huron
401 Beech St
Clinton ON N0M 1L0

----- ✂ -----

ANY OR ALL PROPOSAL SUBMISSIONS NOT NECESSARILY ACCEPTED

NOTE:

The County of Huron cannot be held responsible for documents submitted in envelopes that are not labeled in accordance with the above instructions.

If you have any questions regarding this document, please feel free to contact those referred to on the Request for Proposal form.

PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL NO.: ES 2024-01

PROJECT: RRU SUV Purchase 1 Unit

CLOSING: May 2, 2024

-I/WE Hereby, Submit My/our Proposal for the Provision of the Goods and/or Services as

Described Within the Request for Proposal Document for the Above, Named Project.

-I/WE, Have Carefully Examined the Documents and Have a Clear and Comprehensive

Knowledge of the Requirements and Have Submitted All Relevant Data.

-I/WE, Agree, If Selected, to Provide Those Goods and/or Services to the County in Accordance with the Terms, Conditions and Specifications/Terms of Reference Contained in the Proposal Document and in Our Submission.

-I/We, Agree, That We Are in Receipt of Addendum ___to _____Inclusive, and the Proposal Price Includes Provisions Set out in Such Addendum.

I/We, Agree That the Undersigned is/are Authorized and Empowered to Sign and Submit this Proposal.

THE HIGHEST SCORING PROPONENT OR ANY PROPOSAL NOT NECESSARILY ACCEPTED AND THE COUNTY RESERVES THE RIGHT TO AWARD ANY PORTION THEREOF.

STATE TERMS FOR PROMPT PAYMENT IF OTHER THAN NET 30 DAYS _____

Proponents Legal Name

Street Address

City/County

Postal Code

Print Name & Title of Person Signing for Firm

E-mail address

Phone No.

Fax No.

Signed at _____ this _____ day of _____, 2018

Signature of Person Signing for Firm

THIS FORM SHALL BEAR AN ORIGINAL HANDWRITTEN SIGNATURE IN INK, BY AN OFFICER WITH AUTHORITY TO BIND THE COMPANY AND BE SUBMITTED TO BE A VALID OFFER

DECLARATION OF DISCLOSURE

To: **THE CORPORATION OF THE COUNTY OF HURON**

Name of Firm: _____

I/WE DECLARE that no person, firm, or corporation, other than the one whose proper officers is or are attached below, has any interest in this Proposal or in the Contract.

I/WE FURTHER DECLARE that this Proposal is made without any connection, knowledge, comparison of figures or arrangement with any other Proponent, firm, or person making a similar Proposal and is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no County employee, or member of Council (or their families) is or will become interested directly or indirectly as a contracting party or otherwise 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 any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that the statements contained in the Proposal are in all respect true.

I/WE hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the Proposal, and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices attached to this Proposal.

I/WE AGREE that this Proposal is an offer which is to continue open for acceptance until the formal Contract is executed by the Contractor or for 90 days following the Proposal closing date, whichever occurs first, and that the County may at any time within that period, and without notice, accept this Proposal whether any other Proposals had been previously accepted or not.

Signature of Authorized Signing Officer: _____

Print Name of Signing Officer: _____

Position: _____

Name of Firm: _____

Date: _____

Table of Contents

1. Cover Page	Pg. 1
2. Return Label.....	Pg. 2
3. Proposal Submission Form.....	Pg. 3
4. Declaration of Disclosure.....	Pg. 4
5. Table of Contents.....	Pg. 5
6. Section 1: Instructions to Proponents.....	Pg. 6-Pg.15
7. Section 2: Purchase Details and Options.....	Pg. 16
8. Section 3: Evaluation.....	Pg. 17
9. Appendix A: Municipal Freedom of Information.....	Pg. 18

SECTION 1 - INSTRUCTIONS TO PROPONENTS

1.1 Compliance

It is the Proponent's responsibility to become familiar with and comply with all County of Huron policies and Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). A copy of the County of Huron's MFIPPA is attached as Appendix A.

1.2 Accessibility

The successful Bidder and any other contractors working on the project will be required to strictly adhere to and sign off on all accessibility obligations, policies and training guidelines developed by the County of Huron.

1.3 Confidentiality

Confidentiality of records and information relating to this work must be maintained at all times. All correspondence, documentation and information provided by County staff to any Proponent in connection with, or arising out of this Request for Proposal (RFP) or the acceptance of any Proposal:

- r e m a i n s the property of the County.
- m u s t be treated as confidential.
- m u s t not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent contract.

All correspondence, documentation and information provided to staff of the County by any Proponent in connection with, or arising out of this RFP, and the submission of any Proposal will become the property of the County, and as such, subject to MFIPPA, and may be released, pursuant to the Act. The Proponent's name at a minimum, shall be made public on request.

Because of MFIPPA, Proponents are advised to identify in their Proposal material, any Scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. Any information in the Proposal material which is not specifically identified as confidential will be treated as public information. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent's submission to this RFP.

1.4 Conflict of Interest Statement

In its Proposal, the Proponent must disclose to the County any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the County may, at its discretion, refuse to consider the Proposal. The Proponent must also disclose whether it is aware of any County employee, Council member or member of a County agency, board or commission or employee

thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the County may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the County's sole satisfaction.

If during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is Retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the County. If the County requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

1.5 Non-Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the County discovers there has been a breach of this requirement at any time, the County reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

1.6 Submission Deadline

Submit the original copy of the Proposal and any other copies, as specified, in a sealed envelope/package displaying the return address supplied with this RFP. Deliver the completed package prior to the official closing to:

COUNTY OF HURON – Emergency Services Department
Jeff Horseman,
Chief Emergency Services
County of Huron
401 Beech St
Clinton ON N0M 1L0

Proposals will not be considered unless:

- received by the date and time specified – May 2, 2024, 12:00PM Local Time; and
- received at the address specified above; and
- contains the signed **Proposal Submission Form** signed by an officer with authority to bind the Company.

Proposals must be submitted in a sealed envelope/package and in an electronic version, therefore, submissions by facsimile, secure site, or otherwise, are not acceptable. A total of one digital copy is required for this RFP submission.

Proposals will be time stamped by the Emergency Services Department and shall be the only recognized time piece for the purpose of Proposal submissions.

The use of courier services for delivery of a Proposal will be at the Proponent's risk. A Proposal will only be considered as being delivered if it is in the possession of the above-mentioned representative or designated agent before the Official Closing Time. Proposals received after the Closing Time will be returned to the Proponent, unopened.

Proposals will be reviewed shortly after the official closing time specified in the RFP. Only the names of the Proponents, submitting Proposals will be read out.

The Proposals will be referred to an Evaluation Team for consideration and the award will be based on the Proposal that best meets the needs of the County of Huron. Each Proponent, by submitting a signed Proposal, acknowledges that the Proponent has read, completely understands and accepts the terms and conditions of this RFP in full.

1.7 Proposal Evaluation Criteria

The criteria, as stated in the Proposal Evaluation Criteria Form – pg.17, will be used to evaluate all Proposals submitted. Proposals will be evaluated by an Evaluation Team comprised of appropriate staff members of the County of Huron and others, when applicable, and the Evaluation Team will contact those Proponents for interviews, if they deem necessary. However, the County reserves the right to shortlist Proponents to a number of the top scoring Proponents. These short-listed Proponents must be prepared to: answer questions on their Proposal submission; clarify their Proposal, including a written response to a request for clarification, which shall then form part of the Proponent's Proposal; co-operate with the County with respect to interview scheduling, if required; and any other requirements as requested by the County. The lowest cost Proposal will not necessarily be accepted.

1.8 Disqualification of Proposals

Proposals which are incomplete or do not meet any of the mandatory requirements specified, or received after the Proposal Submission deadline, as recorded by the County on the date, time and place as outlined above will not be considered. Proponents are solely responsible for ensuring that Proposals are delivered as required. Delays caused by any delivery service will not be grounds for an extension of the Proposal Submission deadline. Faxed or electronic transmissions, or other forms of unsealed Proposals will not be considered.

1.9 The County's Right to Accept or Reject

“The County of Huron reserves the right to reject any or all Tenders, including without limitation the lowest tender, and to award the Contract to whomever the County of Huron in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents or herein.

The County of Huron shall not, under any circumstance, be responsible for any costs incurred by the Tenderer in the preparing of its Tender.

Without limiting the generality of the foregoing, The County of Huron reserves the right, in its sole and absolute discretion, to accept or reject any Tender which in the view of the County of Huron is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the County of Huron considers unbalanced, or which is unaccompanied by a Bid Bond or Consent of Surety issued by a surety not acceptable to the County of Huron.

Criteria which may be used by the County of Huron in evaluating tenders and awarding the contract are in the County of Huron's sole and absolute discretion and without limiting the generality of the foregoing, may include one or more: price; total cost to the County of Huron; reputation; claims history of the Tenderer; qualifications and experience of the Tenderer and its personnel; quality of services and personnel proposed by the Tenderer; ability of the Tenderer to ensure continuous availability of qualified and experienced personnel; the Construction Schedule and Plan; the proposed Labour and Equipment; and the proposed Supervisory Staff.

Should the County of Huron not receive any tender satisfactory to the County of Huron in its sole and absolute discretion, the County of Huron reserves the right to re-tender the Project or negotiate a contract for the whole or any part of the Project with any one or more persons whatsoever, including one or more of the Tenderers.”

1.12 No Adjustments to Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted. Proponents may withdraw their Proposal prior to the closing date and time by notifying the County in writing. Proponents who have withdrawn a Proposal may submit a new Proposal which must be received by the County under the same terms as outlined in this document. After the closing date and time the Proposal is binding on the Proponent. If the County requires clarification of a Proponent's Proposal, that Proponent will provide a written response to a request for clarification, which shall then form part of the Proponent's Proposal.

1.13 Proposal Documents and Site Examination

All Proponents, before submission of their Proposal, shall have thoroughly examined all Proposal Documents, as well as the site of the proposed Work (if applicable), in order to inform themselves of the conditions attending to the execution of the Work. Where applicable, the site will be made available to all Proponents during the bidding period for review. If a Proponent finds discrepancies in, or omissions from, the Proposal Documents, or if in doubt as to the meaning, the Proponent shall notify the County. If required, an addendum will be issued for clarification.

1.12 Addendum

An addendum, should one be necessary, will be issued to all companies that were issued the RFP, or in the case of a mandatory site meeting those companies that registered at the mandatory meeting. The County reserves the right to revise this RFP up to the Proposal Submission Date. Any revisions shall be included in Addenda to the RFP distributed to all Proponents. When an Addendum is issued the date for submitting Proposals may be changed by the County if, in its opinion, more time is necessary to enable Proponents to revise their Proposals. The Addendum shall state any changes to the Proposal Submission Date, all terms and conditions, which are not modified shall remain unchanged. All Proponents must acknowledge receipt of RFP documents and all Addenda in their Proposal.

1.13 Period of Validity of Proposals and Agreement

Subject to the clause, **The County's Right to Accept or Reject** above, Proposals submitted shall be irrevocable and binding on Proponents for 90 days from the date of the Proposal submission or the appropriate County Officials or designate, and the successful Proponent has executed an Agreement with the County. The successful Proponent will be required to enter into an Agreement satisfactory to the County.

1.14 No Assignment

The successful Proponent shall not assign any part of the project which may be awarded to it under the Agreement without the prior written consent of the County, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the successful Proponent of its liability and obligations under this RFP and the Agreement.

1.17 Provisional Items

Items listed as provisional may or may not be included in the Contract Award. The County reserves the right to diminish all or any portion of the items, listed as provisional at any time before, during or after the Contract Award and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

1.18 Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the County may disqualify the Proponent from the RFP and/or from competing for future bid opportunities (RFTs/RFQs/RFPs/etc.) issued by the County. In addition, the County may at its option either:

- Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the County shall be null and void; or
- Require the Proponent to pay the County the difference between its Proposal and any other Proposal which the County accepts, if the latter is for a greater amount and, in addition, pay the County any cost which the County may incur by reason of the Proponent's failure or default, and further, the Proponent will indemnify and save harmless the County its officers, employees and agents from all loss, damage, Liability, cost, charge and expense whatever, which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent.

1.19 Waiver of Rights in Proposal and Indemnity

Each Proponent acknowledges and agrees that the County is likely to receive, and be required to deal with, several Proposals, all of which may contain or disclose information considered by their Proponents to be of special, unique, secret or proprietary nature, and that such information and the manner in which the County may use it may be entitled or subject to protection under any of Canada's intellectual property laws, the Competition Act or the common law relating to unfair competition.

The County cannot accept any Proposal that is subject to a reservation by the Proponent of any such rights and each Proponent, by virtue of filing a Proposal pursuant to the RFP expressly waives any and all protection to which the Proponent might otherwise be entitled in respect of that Proposal under all of the foregoing laws and expressly releases the County and its staff and Consultants, if any, as well as the successful Proponent(s) from any claims, actions, suits and proceedings whatsoever for the infringement of any intellectual property right or for the use of any secret or proprietary information disclosed to the County in that Proposal.

Each Proponent shall indemnify and save harmless the County, its staff and Consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the County brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or industrial design or the use or misuse in connection with their Proposal.

1.20 Resource Commitments

The successful Proponent must make available the appropriately skilled workers, Consultants or Subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery, supplies, etc., to carry out the Project. These resources must be available on a dedicated basis, as required, to carry out the Project with due care, skill and efficiency. The selected Proponent will ensure that staff assigned to work on this Project have the necessary education, licenses and certifications where necessary. The selected Proponent will also ensure that the items addressed in these Terms of Reference are completed or addressed to the satisfaction of the County of Huron.

1.21 Negotiations

The County may award a contract on the basis of initial Proposals received, without further discussions. Therefore, each Proposal should contain the Proponents best terms and information, including all required documentation, as listed in the RFP. The County reserves the right to enter into discussion/negotiations with the selected Proponent. If the County and the selected Proponent cannot negotiate a satisfactory Contract, the County may, at its sole discretion, terminate negotiations and begin negotiations with the next selected Proponent and continue with the process until a satisfactory Contract is negotiated. No Proponent shall have any rights against the County of Huron arising from such negotiations.

1.22 Legislative and Licensing Requirements

All Proponents shall comply with all legislation and regulations, which are or may become, applicable to the services provided.

1.23 Prices

Prices quoted are to be in Canadian funds and are to remain firm and irrevocable and open for acceptance by the County for a period of 90 calendar days after the Official Closing Time indicated in this RFP.

1.24 Harmonized Sales Tax (HST)

The Proponent shall show separately, in the total Proposal pricing, all applicable HST and shall be responsible to verify with Customs and Excise Branch of Revenue Canada any rulings for payment of tax or tax exemptions.

1.25 Sub-Contractors

- a. The Bidder shall list the name and address of each proposed Subcontractor used in making up their bid and shall state the portion and value of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be sublet. Failure to name a subcontractor and/or supplier (and/or Own Forces) for all listed items of work, as applicable, may disqualify your submission.
- b. The successful Bidder shall employ those Subcontractors proposed in the Bid for the specific item of work. If the successful Bidder wishes to substitute a Subcontractor other than the one named in the Bid, the Bidder shall provide the Project Manager with the following:
 - i) Reason(s) for the substitution.
 - ii) Documentation from the originally named Subcontractor indicating their desire to withdraw from the project including the reason(s) for the withdrawal; and
 - iii) The proposed substitute Subcontractor's experience and competence to carry out the work.Employment of the proposed substitute Subcontractor on the works is subject to the written consent of the County of Huron.
- c. The approval of Subcontractors by the County of Huron in no way signifies a relationship between the County of Huron and any Subcontractor. The Subcontractor remains at all times the responsibility of the Contractor.
- d. Work performed by Subcontractors other than those named in the Bid, or substitutions consented to by the County of Huron as described above, may not be paid for by the County of Huron.

1.26 Non-Resident Bidder

- a. If the Bidder is non-resident in Ontario, the Bidder shall, immediately after receiving a written order to commence work, obtain from the Retail Sales Tax Branch a certificate showing that the Bidder has registered with the Retail Sales Tax Branch and shall submit such certificate to the County of Huron.
- b. If the Bidder is non-resident in Ontario, the Bidder shall not commence work or order any materials or equipment for the Contract until registering with the Retail Sales Tax Branch.
- c. The Bidder shall ensure that all Subcontractors whom the Bidder proposes to use for the carrying out any of the work required by the Contract and who are non-resident in Ontario have registered with and have complied with the requirements of the Retail Sales Tax Branch before they commence any such work.
- d. If the Contractor fails to comply with the requirements of the Retail Sales Tax Branch as outlined herein, the County of Huron will withhold 4% for Ontario retail sales tax from all amounts payable to the Contractor.

1.27 Additions & Deletions to Contract

The County of Huron reserves the right to add or delete services throughout the term of this contract if it deems necessary, without invalidating the Contract. When a change causes an increase in services, the contract price shall be negotiated with the incumbent Proponent if they are interested in increasing their services for the County. When a decrease in requirement occurs, the County of Huron shall supply written notification of cancellation of the portion of contract affected and the fees shall be reduced accordingly at a rate agreed upon by the Proponent and the County of Huron.

1.28 Workplace Safety and Insurance Board (WSIB) Certificate

Prior to commencement of the Work, a Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB), shall be provided indicating that all payments by the Proponent to the Board have been made. All of the Proponent's personnel must be covered by WSIB, at the Proponent's expense.

1.29 Indemnification

The Proponent shall indemnify and hold harmless the County and its elected officials, officers, employees and agents from and against all claims, demands, actions, suits or proceedings which may be brought against or made by third parties, directly or indirectly arising or alleged to arise out of the performance of or failure to, perform the Contract as caused by the Proponent, its employees or subcontractors, save and except for damages caused by the negligence of the County or its employees. The Proponent shall indemnify and hold harmless the County from any additional expense which the County may incur to have the Work performed, or in respect of any fine incurred or claim made as a result of the Proponent's failure to comply with the requirements of the Occupational Health and Safety Act.

1.30 Broader Public Sector Service Providers

The County's purchase is intended to establish pricing and service levels which are accessible to other government services agencies, to allow for efficiency in purchasing resources across multiple organizations. It is intended that these agencies shall be entitled, at their option to enter into a contract with the successful Vendor, based on the pricing and terms established in this Document, the Vendor's submission and the resulting contract with the County of Huron.

1.31 Communication

The Proponent is requested to identify one senior individual by name, address, and telephone number who will act as the Proponent's primary contact with the County with regard to this project. It is the Proponent's responsibility to understand all

aspects of the RFP and to obtain clarification, if necessary, before submitting their Proposal.

1.32 Terms of Proposal

It is understood that the term of this proposal shall be for the 2024 purchase year.

For information concerning the content of this RFP,

Please contact **Rob Taylor**,
Deputy Chief, Operations
Emergency Services
401 Beech St
Clinton, Ontario
N0M 1L0
519-524-8394 Ext. 3316
rtaylor@huroncounty.ca

SECTION 2 – PRICE SHEET

Type SUV 4WD/AWD	\$ _____	ea
H.S.T.	\$ _____	ea
Total x 1 SUV 4WD/AWD	\$ _____	

State delivery from Purchase Order issuance _____ weeks

Company Name _____

SPECIFICATIONS AND OPTIONAL EQUIPMENT INCLUDE PRICING

Equipment specifications and optional equipment to be shown on attached form with pricing.

Company Name _____

SECTION 3 - EVALUATION

3.1 Schedule of Events

The deadline to respond is as specified in the RFP. Although every attempt will be made to meet all of the dates indicated below, the County reserves the right to modify/change and or all of the dates at its sole discretion.

Closing Date:	May 2, 2024, at 12:00 PM Local Time
Opening Date:	May 3, 2024, at 13:00 PM Local Time
Evaluation Meetings:	Week of May 13, 2024 (if necessary)
Council Award:	May 2024

3.2 Evaluation Criteria

Proposals will be assessed on the basis of information provided in the bid submission and as well, any additional information provided during subsequent interviews/meetings, as required, to clarify the content of the bid submission. Evaluation will be based on the following criteria, but not solely limited to the following criteria:

- Price – 30%
- Compliance to Specification – 45%
- Customer Service and Parts Support – 10%
- Conformity to County Fleet- 10%
- Value Added – 5%

APPENDIX A

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

REQUIREMENTS

The *Municipal Freedom of Information and Protection of Privacy Act* (the Act) applies to all Tenders, Quotations, and Proposals submitted to the County of Huron.

Tenders, Quotations and Proposals will be received in confidence subject to the disclosure requirements of the Act. Bidders/Proponents should identify any portions of their Tender/Quotation/Proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence, and which will cause harm if disclosed. Questions about the Act should be directed to the County Clerk.

Please be aware that bidders' names are always made public, and where applicable, the total bid amount.