

***THE DISTRICT MUNICIPALITY
OF MUSKOKA***

CONTRACT NO. 15-130080-01

BID FOR: Purchase by The District of Muskoka of up to Two
(2) Gas Driven Compact Four or Five-Door Cars
with Trade-ins.

BIDS CLOSE: 12:00 NOON, Tuesday, April 28, 2015

***THE DISTRICT MUNICIPALITY OF MUSKOKA
70 PINE STREET
BRACEBRIDGE, ONTARIO
P1L 1N3***

THE DISTRICT MUNICIPALITY OF MUSKOKA

CONTRACT NO. 15-130080-01

Bids will be received by: The District Municipality of Muskoka
Until: **12:00 Noon, Tuesday, April 28, 2015**

Type of Vehicles Required: Up to Three (3) Four or Five-Door vehicles with trade-ins

Potential suppliers who did not receive this tender by invitation must register through written email notice to ncoxgodfrey@muskoka.on.ca until 4:00 pm, Local Time, Thursday, March 26, 2015. Bids are only available off The District of Muskoka's website at www.muskoka.on.ca

Bids must be submitted by 12:00 Noon, local time on, **Tuesday, April 28, 2015** and will be opened publicly at 1:00 p.m., Local Time on April 28, 2015 at The District of Muskoka Administration Building, 70 Pine Street, Bracebridge, Ontario.

Take note that the Manager of Purchasing and Support Services will be unavailable from March 30th to April 27th. Therefore, all enquiries must be voiced on or before March 27, 2015.

The lowest or any bid not necessarily accepted.

Nancy Cox-Godfrey
Manager of Purchasing and Support Services
District Municipality of Muskoka
70 Pine Street
Bracebridge, Ontario
P1L 1N3

PART A - INFORMATION AND INSTRUCTIONS TO POTENTIAL SUPPLIERS AND BIDDERS

A. BID INVITATION

1. Background

The District Municipality of Muskoka (The District of Muskoka) is looking to purchase of up to Two (2) gas operated Four or Five-Door Vehicles for use by multiple users within The District of Muskoka Administration staff. Hybrid vehicles will not be considered.

2. Bid Invitation

This bid package consists of the following components:

- a) Part A - Information and Instructions to Potential Suppliers and Bidders;
- b) Part B - Bid Form;
- c) Part C – Specifications

The District of Muskoka shall have the option of awarding a contract for the purchase of any number of the required vehicles up to a maximum of 2.

3. A Bid is Required

Potential suppliers may participate in the procurement process by submitting a bid in accordance with the instructions herein. Proposals and/or quotations will not be accepted.

B. ELIGIBILITY AND PRE-BID INFORMATION

4. Registration and Timing

Potential suppliers are not eligible to bid unless they provide their name, address, telephone number, fax number and email address and request inclusion by email to ncoxgodfrey@muskoka.on.ca by 4:00 pm, Local Time on Thursday, March 26, 2015. **Those suppliers who were sent an email and invited to bid on this documentation from The District of Muskoka will automatically be considered on the Register.**

5. Omissions, Discrepancies and Interpretations

Should a potential supplier find omissions from or discrepancies in any of the bid documents or should he be in doubt as to the meaning of any part of such documents, he is required to contact The District of Muskoka, in writing not later than five (5) days before the closing date for bids. If The District of Muskoka considers that a correction, explanation or interpretation is necessary or desirable, it will issue an Addendum to all that have taken out bid documents. The bidder will note any Addenda in Part 4 of Schedule "B" – Schedule of Prices and Other Information of Part B. No additional Addenda will be issued after Friday, March 27, 2015.

All potential suppliers are required to declare in their bids that in bidding for the supply they did not and do not rely upon information furnished by The District of Muskoka or any of its servants or agents other than information furnished in writing by The District of Muskoka for or in connection with this bid

6. Forms and Inquiries

Potential suppliers are advised that requests for forms and inquiries are to be directed to Nancy Cox-Godfrey, ext 297, Telephone 705-645-2231 or ncoxgodfrey@muskoka.on.ca

7. Inspection of Available Trade in

Prior to bidding, the available trades described in the specifications (Part C) will be available for inspection only on the described date outlined in the specifications.

8. Delivery of the Vehicles

The successful supplier, if any, will be required to deliver the vehicles to The District of Muskoka and take possession of the trade ins in accordance with Section 2 of the Part C - Specifications.

9. Permits

The successful bidder shall apply for, obtain and pay for all necessary permits and licences required to supply the vehicle and register the vehicle in the name of The District of Muskoka. Bidders shall include the costs of any such permits and licences in the Vehicle Purchase Agreement.

10. Notices, Laws and Rules

The successful bidder shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the supply of the vehicles. Bidders shall include all such fees and costs in their bid prices. The successful bidder shall be responsible for the safety of the vehicles and the successful bidder's personnel in accordance with all applicable safety legislation passed by Federal, Provincial and Local authorities governing safety.

11. Inquiries

Potential suppliers are required to make inquiries as detailed in Sections 5 and 7 herein. Bidders shall not, at any time, complain about a lack of information.

12. Vehicles must be New

The vehicles to be supplied are required to be new 2015 or 2016 and delivered complete and fully operational.

13. Freedom of Information and Protection of Privacy

Potential suppliers are advised that all written communications received by The District of Muskoka as part of this procurement are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

Questions about the collection, use and/or access to such communications should be directed to the Freedom of Information Co-ordinator, 70 Pine Street, Bracebridge, Ontario, P1L 1N3, 705-645-2231.

C. BID PROCEDURES

14. The District of Muskoka's Bid Form is Required

Bids are required to be submitted on the Bid Form included in Part B of this bid package, together with any further forms or attachments that the bidder is instructed elsewhere herein, or in any addendum hereto, to include with his/her bid. Bidders may retain the rest of the bid documents issued to them.

15. Withdrawal of Bids

A bidder who has already submitted a bid may submit a further revised bid at any time up to the official closing time. The last bid received shall supersede and invalidate all bids previously submitted by that bidder for this contract.

A bidder may withdraw his bid at any time prior to 11:00 AM, Local Time on Tuesday, April 28, 2015, by submitting a letter bearing his/her signature to The District of Muskoka Municipality of Muskoka, 70 Pine Street, Bracebridge, Ontario, P1L 1N3 or an email showing the bidders name in the email address along with the tender number to ncoxgodfrey@muskoka.on.ca . Such a submission must be received in sufficient time to be marked before 12:00 Noon on the date of closing of bids.

16. Irrevocability of Bid

Bids shall be irrevocable until 4:00 pm on June 30th, 2015.

17. Delivery of Bid

Bids must be submitted in sealed envelopes and shall be clearly marked with the Bidder's Company name and address, Contract Title and the Bid Number, to The District Municipality of Muskoka at 70 Pine Street, Bracebridge, Ontario, P1L 1N3, on or before 12:00 Noon, Local Time on Tuesday, April 28, 2015. The use of the mails and couriers for delivery of a bid will be at the risk of the bidder. At 1:00 PM Local Time on that same day, the envelopes will be opened and the bids will be read and recorded publicly at the above-mentioned address. Bids will then be checked and analyzed.

18. Standard Terms and Conditions

Participants in this procurement process are advised that in order for The District of Muskoka to properly evaluate bids, standard specifications included in Part C of this package. The successful bidder, if any, will be required to supply the vehicles on the terms and conditions therein.

19. Agreement/Dealer Forms

The successful supplier shall compare his/her Vehicle Purchase Agreement form against the Specifications attached hereto, note any variances and make arrangements to deal with any conflicts or other issues on his/her own accord.

D. COMPLETION OF BID FORM

20. Legibility and Unauthorized Revisions or Additions to Forms

All entries in Bid Forms shall be made in ink or typewritten. Entries or changes made in pencil shall, unless otherwise decided by The District of Muskoka, be invalid or informal. Bids which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, qualifications, erasures, alterations (unless properly and clearly made and initialled by the bidder's signing officer) or irregularities of any kind, may be rejected as informal.

21. Vehicles Bidder Proposes to Supply (Schedule "A")

In Schedule "A" Part B, bidders are required to fully describe the vehicles they propose to supply. The District of Muskoka's specifications (Part C) are the minimum requirements and subject to Section 24 (Premium Vehicles), all vehicles supplied shall meet or exceed the requirements.

22. Schedule of Prices and Other Information (Schedule "B")

- (a) Bidders shall give the total bid price and shall fill in all blank spaces for prices, time for delivery and other information in Schedule "B".

If a bidder has omitted to enter a price for an item set out in the Bid Form, he shall, unless he has specifically stated otherwise in his bid, be deemed to have allowed elsewhere in his prices and, unless otherwise agreed to by The District of Muskoka, no increase shall be made in the total Bid Price on account of such omission.

- (b) Bidders are required to include in their prices, all costs of delivering the vehicles to The District of Muskoka's Administration Offices, 70 Pine Street, Bracebridge, Ontario.
- (c) Bid unit prices shall NOT include H.S.T. The District of Muskoka will add the HST at the time it evaluates any bids received. All other taxes or fees must be added into the cost of each vehicle. Bidders are required to include in Part 3 of Schedule "B" the H.S.T. Registration Number of the bidder.
- (d) Bidders are required to include in Part 2 of Schedule "B" the additional costs of an extended warranty, if required. The details of any extended warranties should be attached to bid forms as Schedule "C".
- (e) Bidders are advised that the available trade in will be operated and used by The District of Muskoka until The District of Muskoka receives the new vehicle. In recognition that, as a result of unforeseen circumstances, the available trade may not ultimately be available, bidders are required to provide, as additional information, the value they have assigned to the trades in Part 3 of Schedule "B".

23. Warranties (Schedule "C")

Bidders are required to attach to their bid as Schedule "C", copies of any and all standard warranties including rust protection warranties that may apply to the vehicles they propose to supply. Details of available extended warranties should be attached as well. Details of a Full Maintenance Plan (A, B & C Maintenance Guide) should also be attached.

It is The District of Muskoka's preference that all maintenance and repair work be available at any authorized dealer of the manufacturer of the vehicle within The District of Muskoka's boundaries. Bidders are required to specify in Schedule "B" (Schedule of Prices and Other Information) where warranty work will be available.

24. Premium Vehicles (Schedule "D")

Bidders are advised that bids will be evaluated on a total costs basis and accordingly, it is recommended that bidders submit their bids on the basis of the specifications only. When a bid is submitted on the basis of premium vehicles that may increase The District of Muskoka's total costs, bidders are required to include as Schedule "D" to their bid any additional information detailing the impacts (both operating costs and benefits) of exceeding the specifications (ie. fuel consumption or vehicle longevity) to enable The District of Muskoka to evaluate the bid on a total cost accounting basis.

The District of Muskoka shall have the right to reject bids based on the supply of premium vehicle.

25. Copy of Dealer's Vehicle Purchase Agreement (Schedule "E")

The bidder must supply a sample copy of the Dealer's Vehicle Purchase Agreement as Schedule "E" to ensure all terms and conditions of the agreement meet with The District of Muskoka's approval.

26. Assignment of Agreement

The Agreement contemplated by this bid is between The District of Muskoka and the successful bidder. Where the bidder proposes to assign the agreement to a financing company or anyone else, the bidder shall include with its bid, details of the proposed assignment. Any such assignee shall be bound by the terms and conditions of this bid.

E. OPENING AND EVALUATION OF BIDS

27. Disqualification of Bids

Under no circumstances will bids be considered which:

- (a) are received after 12:00 Noon, Local Time on Tuesday, April 28, 2015;
- (b) are submitted by potential suppliers not registered;
- (c) include bid qualifications or other conditions not authorized by The District of Muskoka; or
- (d) are in the determination of The District of Muskoka, incomplete.

28. Right to Accept or Reject Bids

The lowest or any bid will not necessarily be accepted. The District of Muskoka has the right to reject any and all bids for any reason whatsoever. The District of Muskoka shall not be responsible for and Bidders shall not be entitled to reimbursement for any liability costs, expenses, loss, economic loss, damages or consequential damages incurred, sustained or suffered, including loss of profit, by any bidder prior or subsequent to or by reason of the acceptance or the non-acceptance by The District of Muskoka of any bid or by reason of any delay in the acceptance of a bid. Bids are subject to formal acceptance by The District of Muskoka and a formal contract being prepared and signed.

BIDDERS ARE ADVISED THAT ACCEPTANCE OF ANY BID WILL BE DONE BY RESOLUTION OF DISTRICT COUNCIL. ANY ACTION TAKEN BY ANY BIDDER IN THE ABSENCE OF ANY SUCH RESOLUTION IS AT THE SOLE RISK OF THE BIDDER.

29. Evaluation Process

- (1) The District of Muskoka will, as part of the evaluation of bids, compare the vehicle proposed against the Specifications. In the event that The District of Muskoka, in its sole discretion, requires additional information to evaluate a bid, the bidder shall provide The District of Muskoka with such additional information. If a bidder fails to provide the requested information within the timeline specified by The District of Muskoka, The District of Muskoka may reject the bid.
- (2) The price component of bids will be evaluated on the basis of the offered price (Part 1, Schedule "B") plus extended warranty charges (Part 2, Schedule "B"), if applicable.
- (3) Bids that contain prices which appear to be so unbalanced as likely to affect adversely the interests of The District of Muskoka, may be rejected.
- (4) The District of Muskoka reserves the right to waive formalities at its discretion.
- (5) There shall be no obligation on The District of Muskoka to advise any bidder of the reasons as to why any bid is rejected or to justify the rejection of any bid.

F. ACCEPTANCE OF BID

30. Award of Bid

The lowest or any bid will not necessarily be accepted. The District of Muskoka may, in its sole discretion:

- (a) award a contract to the bidder that The District of Muskoka, in its sole discretion, determines is the lowest qualified and compliant bid; or
- (b) determines that the bidder meets the best possible vehicle efficiencies; or
- (c) not award any contract at all.

The determination of the lowest qualified and compliant bid shall be in the sole discretion of The District of Muskoka, which decision shall be final and not challengeable. It is a condition of bidding that bidders shall not, at any time, under any circumstances, challenge The District of Muskoka's decision or attempt to have such decision reviewed. Any such attempt to challenge or review The District of Muskoka's decision shall result in automatic disqualification.

31. Payment

The successful bidder will be paid for the vehicles at the price provided in the tender.

The successful bidder will be paid by direct bank deposit. Prior to the payment being made, the successful bidder will be required to provide all information necessary to make such deposit. All such information will be used solely for the purposes of making such payment.

32. Post-bid Documentation

(1) Notice of Acceptance

Notice of acceptance shall be made by fax or email to the successful bidder at the fax number or email address given by the bidder and will be deemed to be received on the date it is faxed or emailed.

End of Part A – March, 2015

PART B – BID FORM

VEHICLES DESCRIPTION: Supply of Up to Two (2) compact Four or Five-Door Vehicles with trade-ins

DELIVERY POINT: The District of Muskoka Administration Building
70 Pine Street, BRACEBRIDGE, Ontario

OWNER: THE DISTRICT MUNICIPALITY OF MUSKOKA

BIDDER

Bidder's Name (Dealership)

Bidder's Address

City Province Postal Code

Telephone Number Fax Number

E-mail Address

Authorized Signature

Printed Name and Position of Signer

BIDS RECEIVED BY

Attention: Nancy Cox-Godfrey,
Manager of Purchasing and Support Services
The District Municipality of Muskoka
70 Pine Street
BRACEBRIDGE, Ontario
P1L 1N3

TO: The District Municipality of Muskoka

1. BID

I/WE, the undersigned, having carefully examined the Specifications and made all inquiries necessary or desirable in establishing the vehicles required, hereby offer to supply the vehicles described in the Bid Documents to The District of Muskoka in accordance with the said documents at the price set forth in the attached Schedule of Prices and Other Information. I/We also understand and accept the said prices set forth in the attached Schedule of Prices and Other Information is full and satisfactory compensation.

I/We acknowledge receipt of each of the Bid Documents and acknowledge that each forms an integral part of this bid.

Notification of Acceptance of this bid may be given by fax or email, addressed to me/us at the address contained in this Bid.

This bid shall remain valid and irrevocable until 4:00 p.m., Local time on June 30th, 2015.

In submitting this bid the I/we hereby certify I/we have made all such inquiries as may be necessary or useful in understanding the requirements and submitting a valid bid. I/We further certify that I/we have inspected the available trades. I/We shall not claim that the requirements have, or are in any way, different or changed.

I/We understand that if the contract terminates in the event that I/we fail to supply the vehicles and/or meet warranty obligations to the satisfaction of The District of Muskoka, The District of Muskoka reserves the right to declare me/us ineligible to participate in any procurement projects by The District of Muskoka for a 12-month period.

I/We also declare that I/we did not rely on information provided by The District of Muskoka, or its employees, other than written information specifically given in response to an inquiry made by me/us.

I/We hereby certify that, at the time of submitting this bid, I am/we are in full compliance with all laws of Canada and the Province of Ontario.

If this bid is accepted, I/we undertake and agree to supply the vehicles in full compliance with the specifications of this tender.

DATED at _____ this _____ day of _____, 2015.

Signature of Bidder

Telephone Number

Print Name

Fax Number

Address

E-mail Address

Postal Code

SCHEDULE "A" – VEHICLES DESCRIPTION

Describe in detail the vehicles the bidder proposes to supply if awarded the contract. Include in the detail a copy of a promotional breakdown or pamphlet with a picture of the vehicles and any information that may assist The District of Muskoka in determining whether or not the proposed vehicles meet the specifications.

SCHEDULE "B" – SCHEDULE OF PRICES AND OTHER INFORMATION

PART 1 – VEHICLES PRICES

<u>Description of Vehicle to be Supplied</u>	Unit #1 Price including all Standard warranties and fees but before trade-in and HST.	Unit #2 Price including all Standard warranties and fees but before trade-in and HST.

PART 2 – WARRANTIES

(1) Additional costs of Extended Warranty per vehicle, **if warranty is not completely covered under the standard warranty** _____ (Attach details as Schedule "C").

(2) Cost of a Full Maintenance Care program (Based on an A, B & C Maintenance Guide) per vehicle for 5 Years/100,000 kms above and beyond the basic warranty and/or extended warranty (attach guide to Schedule "C")

PART 3– OTHER INFORMATION

(1) Value assigned the Available Trade-In to be discounted against the new vehicle

a. _____

b. _____

(2) Location where warranty work, if necessary, will be available in The District of Muskoka (specify)

(3) Rust protection delivered with vehicles (specify) _____

(4) Proposed delivery date (specify) _____

(5) I certify that this bidder's H.S.T. Registration Number is _____

PART 4 – ADDENDA

Should The District of Muskoka issue an addendum as noted in Section 5, PART A, the bidder must acknowledge the acceptance of the addendum by placing the addendum number and date in the spaces provided below:

Addendum Number	Date Received
_____	_____
_____	_____
_____	_____

It is understood and agreed that the above noted prices **do not include** H.S.T. but **include** any and all other fees, charges, or other amounts to supply and/or warranty the vehicles in accordance with the Contract Documents.

SCHEDULE “C” - WARRANTIES

Bidders are directed to Part A, Section 23.

SCHEDULE “D” – PREMIUM VEHICLES INFORMATION

Bidders are directed to Part A, Sections 24.

SCHEDULE “E” – SAMPLE COPY OF DEALER’S VEHICLE PURCHASE AGREEMENT

As noted in Part A, Section 25.

END OF PART B – March, 2015

PART C – SPECIFICATIONS

SECTION 1 – VEHICLE REQUIREMENTS

Vehicles Supplied must include the following features and meet or exceed the following standards.

[illegible]

		<ul style="list-style-type: none"> - Intermittent wipers/washer - carpeted flooring with reversible floor mats - cupholders - am/fm radio - automatic locks - automatic windows - cruise control - Availability of basic hands-free phone communication system that can easily link to multiple drivers' phones and will not require any additional devices for communications (ie. ear buds) 	
13	Additional Vehicles	<ul style="list-style-type: none"> - rear window defroster - mud flaps on front and back wheel wells - WINTER wiper blades for year-round use - Engine block heater - One tone medium blue colour - Availability of basic hands-free phone communication system that can easily link to multiple drivers' phones and will not require any additional devices for communications (ie. ear buds) 	
14	STANDARD WARRANTY	<ul style="list-style-type: none"> - minimum warranty package for 5 years/100,000 kms. - where kms. are greater than a warranty package allows, please quote on an extended warranty - A full maintenance plan at a premium level (or equivalent) for a 5-year term is to be priced based on minimum warranty package of 5 yrs/100,000 kms. - Roadside Assistance coverage for 5 yrs/100,000 kms. - provide warranty information - include provision of a replacement vehicle repairs require more than 24 hours. This vehicle can be any type of courtesy vehicle the dealer wishes to use to accommodate the driver - rust protection and warranty must be included (state type) <p>NOTE: The above does not include service required due to abuse or accident caused by The District of Muskoka.</p>	<hr/> <hr/>
15	INSURANCE AND LICENCE	<ul style="list-style-type: none"> - insurance will be arranged by The District of Muskoka - Vehicle permit and plates must be arranged for and supplied by successful bidder but will be expenses to the District of Muskoka 	

SECTION 2 – DELIVERY REQUIREMENTS

1. The successful bidder is required to deliver the vehicles satisfactory to Muskoka on or before September 30, 2015. In the event that the successful bidder is able to make the vehicles available prior to September 30, 2015, The District of Muskoka may, but is not obliged to, accept delivery prior to that date.
2. The vehicles shall remain the responsibility of and at the sole risk of the successful bidder until The District of Muskoka accepts delivery.

SECTION 3 – AVAILABLE TRADE IN

1. There are two (2) trade-in vehicles with the following mileages as of March 12, 2015:
 - a. Unit 8015 – 2008 Ford Focus – 115,124 kms. – No reported accidents with this vehicle. Comes with a set of winter and summer tires
 - b. Unit 8016 – 2008 Ford Focus – 111,589 kms. – No reported accidents with this vehicle. Comes with a set of winter and summer tires
2. These vehicles can be viewed on **Friday, March 20, 2015** between **9 am – 4 pm only** at 70 Pine Street, Bracebridge. Potential suppliers do not require an appointment to view these vehicles but they will **only be available on the date and time noted. They will be parked at the REAR of the Administration offices and POA Building.** A list of the trades and pertinent information will be available on that day at The District of Muskoka reception counter. Any additional questions concerning the trade-ins may be directed to the Fleet Manager, Nancy Cox-Godfrey ncoxgodfrey@muskoka.on.ca
3. The trade-ins will, subject to unforeseen circumstances, be delivered to the successful bidder on an “as is basis”. The District of Muskoka makes no warranties or representations with respect to the available trades.

END OF PART C – March, 2015