



REQUEST FOR PROPOSAL

RFP-2020-06

REQUEST FOR PROPOSAL FOR THE PURCHASE OF ONE (1) USED
ARTICULATED SIX WHEEL DRIVE MOTOR GRADER WITH SNOW WING

Proposals shall be submitted to:

The City of Selkirk
dmcdermid@cityofselkirk.com

Issued: September 2020

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1 PROJECT DESCRIPTION

1.1 OBJECTIVES

The City is issuing this Request for Proposal (RFP) to solicit the best overall Proposal for the purchase of one used articulated six wheel drive motor grader. The City intends to select the Proponent who, in the City's judgement, presents a complete proposal which meets the City's objectives to the greatest extent and fulfils the evaluation criteria contained within this RFP.

1.2 PROJECT DESCRIPTION

Request for Proposal for the Purchase of One (1) Used Articulated Six Wheel Drive Motor Grader

The unit(s) offered shall be used. The City has a maximum budget of \$140,000 for the purchase.

Proponents must submit with their proposal the latest printed specifications and pictures on the unit(s) they propose to furnish.

Prices quoted shall include all Provincial Sales Tax (PST) and Goods and Services Tax (GST). FOB Selkirk with all documentation necessary for licencing in the Province of Manitoba.

2 GENERAL CONDITIONS

The Proponent, by submitting this proposal, agrees that this proposal and any part of this proposal is subject to the following conditions, in addition to any other terms and conditions set out in this request for proposals document.

As per the specifications provided, each manufacturer is invited to submit pricing and delivery for One (1) Used Articulated Six Wheel Drive Motor Grader. Bidders shall reply to the specifications on the forms supplied. All items in these specifications must be answered indicating compliance or noncompliance. Bidders shall state "Yes" for compliance or state the deviation. Information relating to the deviation may accompany this document including a separate cover letter and shall state the page and section for ease of reference.

The specifications shall be answered on the forms provided or the bid will be disqualified. Each bidder shall submit a set of specifications outlining the exact vehicle proposed. Other bid forms or the submission of alternates, not detailed in the specifications, shall be cause for disqualification.

It is the intent that the specifications clearly identify the furnishing and delivery of a complete Vehicle as specified.

Bids submitted will be reviewed and evaluated based on qualifications, bonding, quality programs, irregularities, delivery and price.

The purchaser shall be the sole determining organization as to the award of the bid, and the lowest price may not necessarily be accepted.

2.1 PROPOSAL SUBMISSION

All proposals must be complete, signed by an authorized official of the company, and shall be delivered to the City in accordance with the instructions set out herein. Proposals submitted after the Submission Closing Date will not be evaluated. **The Submission Closing Date is Thursday, September 24, 2020 at 2:00 pm (CST).** Emailed revisions to the original submission will be accepted until the Submission Closing Date.

2.2 ADDRESS OF SUBMISSION

EACH PROPONENT IS REQUESTED TO DELIVER THEIR PROPOSAL BY EMAIL ONLY, ON OR BEFORE THE SUBMISSION CLOSING DATE TO:

City of Selkirk
Dan McDermid, Director of Operations
dmcdermid@cityofselkirk.com

2.3 PROPONENTS REPRESENTATIVE

Each Proponent is requested to designate, within 7 days of receiving this RFP one individual to whom any additional information deemed relevant to this RFP may be communicated. This attached RFP Acknowledgement Form is to be filled out and returned to the City of Selkirk.

2.4 RIGHT TO CANCEL RFP AND TO ACCEPT PROPOSALS

The RFP is solely a Request for Proposals. It is not an invitation for tenders, an offer to contract, or an invitation for offers capable of acceptance to create a contract. No contractual or other legal obligations or relations between the City and any other person can or will be created except in a written contract executed by two authorized signatories of the City under the authority of an express resolution or bylaw of the City Council.

In considering any responses delivered in response to this RFP, the City (including through the City's Representative) reserves the absolute and unfettered discretion to:

- accept or reject any Proposal that fails to comply with the requirements set out in this RFP for the content of Proposals;
- disqualify more than one proposal from an individual, firm, partnership or association under the same or different names. Collusion between Proponents will be sufficient cause for rejection of all proposals so affected;

- assess Proposals as it sees fit, without in any way being obliged to select any Proposal or Proponent;
- assess and select Proposals as it sees fit without being obliged in any way to select the Proposal that offers the lowest price or cost;
- determine whether any Proposal or Proposals satisfactorily meet the selection criteria set out in this RFP;
- require clarification after the dates and times set out above from any one or more of the Proponents in respect of Proposals submitted;
- communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspects of the Project;
- reject any or all Proposals with or without cause, whether according to the selection criteria set out above or otherwise.

Each Proponent is solely responsible for the risk and cost of preparing and submitting its Proposal in response to this RFP and neither the City nor its officials, employees or consultants (including the City's Representative) are liable for the cost of doing so or obliged to remunerate or reimburse any Proponent for that cost.

By submitting its Proposal to the City, each Proponent represents and warrants to the City that the information in its Proposal is accurate and complete.

This RFP does not impose on the City any duty of fairness or natural justice to any or all respondents with respect to this RFP or to the process it creates. The City is entitled to act in its sole, absolute and unfettered discretion.

2.5 CHANGES TO THE REQUEST FOR PROPOSALS

Any changes or revisions to this RFP will be issued to all Proponents in writing as a formal addendum to the RFP.

Prior to the Submission Closing Date, the City may modify any provision or part of the RFP at any time upon notice in writing to the Proponents, if a reasonable time is allowed by the City for the Proponents to respond to such modifications including, without limitation, the opportunity to make any necessary changes to their respective Proposals.

Any proposals that have been modified by the addition of clauses or qualifiers may not be accepted.

2.6 CLARIFICATION OF PROPOSALS

The City reserves the right to request that each Proponent clarify or make changes to its Proposal. The City may choose to meet with some or all of the Proponents to discuss aspects of their Proposals. The City may require Proponents to submit supplementary documentation clarifying any matters contained in their Proposals or the City may prepare a written interpretation of any aspect of a Proposal and seek the respective Proponents acknowledgement of that interpretation.

The supplementary documentation accepted by the City and written interpretations which have been acknowledged by the relevant Proponents shall be considered to form part of the Proposals received from those Proponents.

The City is not obliged to seek clarification from any Proponent with regard to any aspect of their Proposal.

2.7 INQUIRIES

All requests for clarification or inquiries concerning this RFP should be forwarded in writing by no later than one week prior to the Submission Closing Date. Enquiries to be sent to the City's Representative:

Dan McDermid, Director of Operations
Email: dmcdermid@cityofselkirk.com
Phone: (204) 785-4932

Responses to all requests for clarification will be provided **in writing** to the persons identified as the Proponents' representative.

Responses to all inquiries where the inquiry does not amount to a clarification will be provided by the City **in writing** only to the Proponent making the inquiry. (e.g. inquiry as to whether proprietary technology proposed to be used by the Proponent is acceptable to the City).

2.8 AMENDMENTS TO PROPOSALS BEFORE SUBMISSION DATE

A Proponent is entitled to amend its Proposal at any time before the Submission Closing Date.

2.9 WITHDRAWAL OF PROPOSAL

The Proponent may withdraw their proposal at any time before the Submission Closing Date.

2.10 INCOMPLETE PROPOSALS

The City reserves the right to reject any Proposal whether or not completed properly and whether or not it contains all the required information. Without prejudice to this right, the City may request clarification where any Proponent's intent is unclear and may waive or request amendment where, in the opinion of the City, there is a minor irregularity or omission in the information that is to be submitted in a Proposal.

2.11 MISLEADING OR FALSE INFORMATION

If the City determines that a Proposal contains false or misleading information, the City is entitled to reject that Proposal at any time as being invalid.

2.12 CONFIDENTIALITY OF PROPOSALS

The City is subject to the Freedom of Information and Protection of Privacy Act. That Act creates a right of access to records in the custody or under control of the City, subject to the specific exceptions in that right set out in the Act. The City will receive all Proposals submitted in response to this RFP in confidence. Because of the right of access to information created by that Act, the City does not guarantee that

information contained in any Proposals will remain confidential if a request for access in respect of any Proposal is made under the Act.

Proponents are required to keep their Proposals confidential and must not disclose their Proposals or information contained in them, to anyone else without the prior written consent of the City.

2.13 PROPRIETARY INFORMATION

If a Proponent considers that any part of its Proposal is proprietary, including by reason of its being copyright, the Proposal must clearly identify those portions that are considered proprietary.

2.14 WAIVER AND ALLOCATION OF RISK

The City accepts no responsibility or liability for the accuracy or completeness of this RFP (including schedules or appendices to it) or of any recorded or oral information communicated or made available for inspection by the City (including through the City's Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the City with respect to the accuracy or completeness of any of those things. The sole risk, responsibility and liability connected with reliance by any Proponent or any other person on this RFP or any other such information as is described in this paragraph is solely that of each Proponent. Each Proponent acknowledges and agrees that it is solely responsible for obtaining its own independent financial, legal, accounting, engineering and other advice with respect to the contents of this RFP or any such information as described in this paragraph. Each Proponent who submits a Proposal to the City is deemed to have released the City from, and waived, any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected with or arising out of the contents of this RFP or any such information as is described in this paragraph. Each Proponent who submits a Proposal is deemed to have agreed that it is solely responsible and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the project, and to prepare its Proposal.

2.15 LOWEST PRICE

The Proposal with the lowest quoted cost(s) or other quoted amounts will not necessarily be selected. While cost is an important element in the selection process, it is to be clearly understood that it is only one of the many factors that the City will consider in evaluating Proposals as described in a following section.

2.16 LEGISLATION, REGULATIONS, BY-LAWS AND CODES

Each Proponent and/or any Person acting under its direction, must identify and comply with all laws, regulations, by-laws, rules and codes relating to the project imposed by any governmental authority. This will include compliance with the regulatory and approval requirements of the Government of Canada, the Province of Manitoba and the City of Selkirk.

2.17 PROPONENTS RESPONSIBILITY FOR DUE DILIGENCE

It is each Proponent's responsibility to ensure that it has all necessary information concerning the intent and requirements of this RFP and the Project.

Each Proponent is solely responsible for the examination and review of all documents and information provided or required hereunder, for satisfying itself as to the nature of the Project, the general and local

Part B – Cost Proposal

Proposals should be emailed to dmcdermid@cityofselkirk.com in two separate emails. One being Part A (details below) and the second being Part B – Cost Proposal. The Cost Proposal will only be opened after evaluating Part A.

Specifications – Section 4 must be included in Part A.

The Proposal – Part A – Proponents shall include a Proposal in a separate email labelled “Part A - Proposal for the Purchase of One (1) Used Articulated Six Wheel Drive Motor Grader

- a. Company Profile and Industry Experience – General company profile information including years in business, average volume of work, number of employees and other pertinent information for the Proponent.
- b. After Sales Support / Warranty – Describe after sales support and technical support for equipment and full warranty details.
- c. Technical - Specifications – The technical proposal should address the deliverables and associated task requirements required by the scope of service.
- d. Delivery Schedule – What date from the award of contract can the City expect delivery.

Cost Proposal – Part B - Proponents shall include a Cost Proposal in a separate email labelled “Part B – Cost Proposal for the Purchase of One (1) Used Articulated Six Wheel Drive Motor Grader.” The Proposal shall include the base price and all applicable taxes (GST & PST) shown separately.

We, (Company Name) _____, the Proponent, being fully acquainted with the requirements and intent of the specifications do hereby quote the following sum for the Purchase of One (1) Used Articulated Six Wheel Drive Motor Grader.

Year, Make & Model Number: _____

Base Price \$ _____
plus 7% PST \$ _____
plus 5% GST \$ _____

TOTAL PURCHASE PRICE \$ _____

Total Amount (in words) _____/100 Dollars

Delivery of the completed vehicle shall be F.O.B. the City of Selkirk on or before _____, 20____.

For every thirty (30) calendar days past the above written delivery date, it is the City's intention to submit an invoice to the bidder in the amount of \$5,000.

Note: Pricing provided shall be held firm for a maximum of thirty (30) calendar days.

3.4 OPENING OF PROPOSALS

Proposals will not be opened publicly. Proposals will be evaluated in accordance with the evaluation criteria stated in this document.

3.5 EVALUATION OF PROPOSALS

Proposals will be evaluated by members of the selection committee, which will be comprised of staff from the City of Selkirk Operations Department.

Proposals will be evaluated in accordance with the following evaluation criteria:

Evaluation Criteria	Points
Part A	
1. Company Profile and Industry Experience	10
2. After Sales Support / Warranty	10
3. Technical - Specifications	35
4. Delivery Schedule	5
Part B	
5. Cost	40
TOTAL	100

3.6 AWARD OF CONTRACT

Award of the contract will not be given until a full inspection of the unit has been performed by City of Selkirk staff.

The City of Selkirk will give notice of the award of contract or will give notice that no award will be made.

Where an award of contract is made by the City of Selkirk, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer as determined by the evaluation committee.

If, after the award of contract, the project is cancelled, the City of Selkirk reserves the right to terminate the contract. The Proponent will be paid for all services rendered up to time of termination.

4 SPECIFICATIONS

These specifications are intended to leave the Proponent free to provide his own design for the basic vehicle, subject to compliance with items specifically identified.

Proponent shall clearly detail any exclusion in warranty or any conditions that exclude warranty:

The following specifications are the minimum specifications acceptable by the City of Selkirk. Actual specifications may exceed these specifications. If they do, please note in the deviation column. Should your proposed vehicle have additional features that are not in the specifications, please list them at the end of these specifications so as the proposal can be fairly evaluated.

General	Yes	No	Comments
The motor grader shall be equipped with a minimum 170 HP at 2,000 RPM diesel engine, equipped with a 12 ft. snow wing with a height of 30" tapering to 40" and a 12-14 ft. wide by 2 ft. high moldboard.			
Machine shall have 4,000 hours or less			
Engine			
Dual stage air cleaner			
Reversible hydraulic driven fan			
Shall be equipped with hand and foot throttle			
Shall be equipped with engine block heater			
Electronic common rail high pressure direct injection			
Transmission/Powertrain			
The motor grader shall be 6 wheel drive			
The motor grader power train shall consist of a direct drive countershaft design with a full power shift transmission with over speed protection			
Shall provide at least eight (8) forward speeds and four (4) reverse			
Transmission with Neutral Lock feature with the switch located on the shift lever			
Electronic shift control with inching pedal			
Shift lever shall be bump style with automatic electronic control			
Operator controlled, multi-disc differential lock/unlock			

	Yes	No	Comments
Brakes			
Individual service brakes located at each of four tandem wheels			
Service brakes that are hydraulic power operated, self-adjusting wet-disc type. Air brake systems are NOT acceptable.			
Service brakes shall be multi-disc, oil cooled, sealed and adjustment free			
Parking brake hand operated, includes visual and audible warning system			
Tires to be at minimum 80% tread life left			
Steering			
Hydraulic power front wheel steering incorporating two cylinders			
Minimum of 22 degrees articulation to right and left			
Maximum turning radius of 24 feet			
Frame and Articulation Joint			
The motor grader axles shall feature a heavy-duty design			
Articulation joint in front of the cab for easier operation			
Articulation joint shall have a mechanical locking device to prevent frame articulation while servicing or transporting machine			
Shall be equipped with larger diameter articulation cylinders to handle increased side forces of snow wing			
Tandems shall be of a welded plate design and oil tight			
Tandems shall oscillate independently of each other with total oscillation of 40 degrees			
Maximum height to top of cab (low profile) of 11 feet.			
Minimum tandems ground clearance of 14.9 inches			
Minimum wheel base of 20 feet			
Front axle shall have a total oscillation of 32 degrees			
Minimum steering angle of 42 degrees			
Minimum ground clearance of 24 inches			
Hydraulically operated wheel lean of 20 degrees to right and left			

	Yes	No	Comments
Mouldboard			
12 or 14 foot width, minimum thickness of 0.875 inches and height of 24 inches			
Equipped with replaceable side shift wear inserts			
Equipped with replaceable end bits			
Moldboard blade infinitely adjustable			
Minimum blade pressure of 20,000lbs			
Blade lift accumulators shall be included to reduce vertical moldboard impact damage			
Moldboard float control			
Circle side shift accumulators shall be included to reduce horizontal moldboard impact damage			
Hydraulic control load sensing, right/left blade lift with float position, blade sideshift and tip, circle drive, centre shift, front wheel lean and articulation power steering			
Operators Station			
The motor grader shall have a cab with factory-installed heater and air conditioning			
Front and rear sun visor			
Floor-mounted accelerator/decelerator			
Doors that open and secure to the rear of the cab with release lever accessible from ground level			
Cab shall be equipped with low profile ROPS (Rollover Protective Standards) and FOPS (Falling Object Protective Structure)			
Interior sound levels shall not exceed 75 dBA using latest industry standards			
Front and rear upper and lower wipers/washers			
Front and rear defroster fans			
Exterior rearview mirror (2)			
Interior rearview mirror, large convex			
Cloth mechanical six (6) way air suspension seat to also include adjustable armrests, backrest angle and lumbar			
Electrical and Lights			
Starting system shall be 24 volt direct key start			
Machine shall be equipped with two 12 volt heavy duty, maintenance-free batteries with 700 CCA (min)			
90 amp (minimum) alternator shall be provided for increased electrical requirements			
24 volt to 12 volt, 25 amp converter			
Halogen cab mounted headlights with dimmer (separate switch)			
Stop and tail lights			

	Yes	No	Comments
Directional and hazard lights			
Low front mounted plow lights with separate switch and high intensity flashers			
Moldboard lights (2)			
Rear flood lights (2)			
Snow wing lights (2) cab mounted			
Low profile LED strobe light installed on top of cab, high intensity			
Other			
Unit shall be plumbed and ready to add rear attachments			
12 ft. snow wing with a height of 30" tapering to 40"			
Snap on winter covers for side and rear grills, solid and screen covers for rear grill			

RFP Acknowledgement Form

RFP No: 2020-06

Request for Proposal for the Purchase of One (1) Used Articulated Six Wheel Drive Motor Grader with Snow Wing

Complete this form and return immediately by email to:

City of Selkirk
Operations Department

operations@cityofselkirk.com

In order to receive any additional information regarding this RFP (e.g. amendments, etc.) please complete this form and return by email to the RFP contact person.

Company Name: _____

Address: _____

Contact Person: _____

Position: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

I authorize the City of Selkirk to send further correspondence (where unable to fax or e-mail) relevant to this RFP that is deemed to be of an urgent nature by the following method:

Courier collect: courier name and acct. no. _____

Date: _____

Name : _____

Signature: _____

Position: _____

