

TOWN OF PORTUGAL COVE-ST. PHILIP'S

**Request for Proposals
For
Supply of One (1) New Battery Electric Vehicle -
Department of Recreation and Community Services**

Request for Proposals No.: **PCSP-EV-02**
Issued: **September 29, 2022**
Submission Deadline: **October 14, 2022 at 2:00 pm local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the **Town of Portugal Cove-St. Philip's** (herein after referred to as “the Owner”) to prospective proponents to submit proposals for **Supply of One (1) New Battery Electric Vehicle - Department of Recreation and Community Services**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Town of Portugal Cove-St. Phillips (PCSP) is a community of 8,415 on the Northeast Avalon peninsula of Newfoundland and Labrador, Canada. The Town recognizes that the impacts of climate change are imminent and significant, and that the Town can be part of a climate positive future by taking action towards shifting to net zero municipal vehicles. Respondents are invited to provide proposals for supply of one new electric vehicle to be used by the Town’s Department of Recreation and Community Services in its daily operations.

1.2 RFP Contact

For purposes of this procurement process, the “RFP Contact” will be:

Geoff Stevens
on behalf of the Town of Portugal Cove-St. Philip's
Consultant, Fundamental Inc.
geoff@fundamentalinc.ca

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Owner for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Owner and the selected proponent. It is the Owner’s intention to enter into an agreement with the preferred supplier(s).

1.4 RFP Timetable

Issue Date of RFP	September 29, 2022
Deadline for Questions	October 7, 2022 at 2:00 pm
Deadline for Issuing Addenda	October 7, 2022 at 4:00 pm
Submission Deadline	October 14, 2022 at 2:00 pm
Public Opening	October 14, 2022 at 2:00 pm
Rectification Period	3 business days
Anticipated Execution of Agreement	October 19, 2022

The RFP timetable is tentative only, and may be changed by the Owner at any time. For greater clarity, business days means all days that the Owner is open for business.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted electronically in the form of a pdf to geoff@fundamentalinc.ca using the following subject line:

RFP PCSP Supply of One New Battery Electric Vehicle - Recreation

Proponents will receive a confirmation of receipt noting the time received and attachments received. The confirmation will be sent by email to the Proponent Contact Email provided in Appendix B.

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the proponent to deliver its proposal to the exact location indicated in the RFP on or before the Submission Deadline. The Owner does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.5.3 Proposals to be Submitted in Prescribed Format

Proposals will be accepted electronically via email as outlined above. Proposals must be submitted using the documents provided as identified in Appendix D, Section C Mandatory Submission Requirements.

1.5.4 Amendment of Proposals

Proponents may amend their proposals after they have been submitted if, and only if, the amendment is delivered prior to the Submission Deadline to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect. Amendments must be submitted at the location set out above on or before the Submission Deadline. Amendments submitted after the Submission Deadline will not be accepted.

Written inquiries and requests for clarification shall be accepted up to 5 working days prior to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. Verbal responses shall not be binding on either party.

To ensure consistency and quality in the information provided to proponents, the Owner shall provide, by way of amendment to this RFP in the form of an addendum, any relevant information with respect to the RFP inquiries received in writing without revealing the source of those inquiries. Proponents are cautioned that it is their responsibility to ensure that they receive all information relevant to this RFP. The Owner shall not be responsible for proponents who fail to inform themselves regarding the scope and nature of the work. The Owner shall publish all amendments electronically on its website <https://pcsp.ca/local-government/bids-and-tenders/>. Proponents should check on a regular basis for RFP updates. Proponents are solely responsible for ensuring they are aware of and have complied with all amendments by tender closing time.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The Owner is under no obligation to return withdrawn proposals.

1.5.6 Public Opening

Public opening will take place in Council Chambers at 1119 Thorburn Road on the date and time indicated in section 1.4 RFP Timetable, or such later date as determined by the Town and indicated to Proponents by way of addendum.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The Owner will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Owner will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the Owner issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Owner will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the Owner as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The Owner will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Initial Evaluation Criteria in Section F of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Selection of Top-Ranked Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the Town, top-ranked proponents will be selected to enter into the Agreement. In the event of a tie, the selected proponent will be the proponent with the highest score on the rated criteria.

2.6 Notice to Proponent and Execution of Agreement

Notice of selection by the Town to the selected proponent shall be in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Town and may be waived by the Town.

2.7 Failure to Enter into Agreement

If a selected proponent fails to execute the Agreement or satisfy the pre-conditions of award listed in Section E of RFP Particulars (Appendix D) within fifteen (15) days of notice of selection, the Town may, without incurring any liability, proceed with the selection of another proponent and pursue all remedies available to the Town.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 References and Past Performance

In the evaluation process, the Owner may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the Owner or other institutions.

3.1.5 Information in RFP Only an Estimate

The Owner and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the Owner

The Owner will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements

Proponents should note that procurements falling within the scope of the Canadian Free Trade Agreement, the Atlantic Procurement Agreement, and/or the Canada-European Union Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.1.9 General Conditions

- a) Submissions which are incomplete or which have been altered in any way, including the making of additions, conditions, deletions or any other qualifications, may be rejected by the Town.
- b) Any proposal and pricing provided as a response to this RFP is considered an irrevocable offer and shall be valid and honoured for a period of ninety (90) days following the Submission Deadline.

- c) The Town does not bind itself to accept the lowest or any proposal. The Town reserves the right to accept or reject any or all proposals or to accept any proposal or portion thereof at its sole discretion.
- d) The successful Proponent shall not assign or subcontract the contract or any part thereof without the prior written consent of the Town. Approval may be withheld by the Town at its sole discretion or may be given subject to such terms and conditions at the Town may impose.
- e) Where there is question of general interpretation of these specifications, terms and conditions, the decision of the Town shall be final and binding.
- f) Proponents are to ensure they understand the expected use for the requested product or service and submit their proposal accordingly. Proponents will be deemed to have familiarized themselves with the existing conditions which may affect performance of required goods and/or services. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.
- g) Units supplied will conform to all safety regulatory agencies applicable to Canada and the province of Newfoundland and Labrador.
- h) The warranty period given by the Proponent will be taken into consideration. The Proponent shall attach a copy of each equipment warranty to its proposal. Failure to attach the warranty may invalidate the proposal.
- i) Time is of the essence and the successful Proponent will make every effort to deliver the goods and/or services by the 'preferred delivery date' as listed in Appendix D, Section B of this RFP.
- j) Failure by the successful Proponent to provide the equipment and/or service in accordance with the RFP Specifications and the Contract and/or failure of its operators to perform the required work pursuant to the RFP Specifications, the Town shall have the right to terminate the Contract immediately and unilaterally.
- k) Any equipment supplied to the Town pursuant to the RFP Specifications or the Contract shall be in compliance with all applicable Federal, Provincial and Municipal legislation.
- l) The successful Proponent warrants that the shipping and handling of designated products and/or hazardous materials will be made in accordance with the applicable Federal, Provincial and Municipal legislation at the time of shipment.
- m) Successful Proponent are responsible for adherence to all Canada Customs rules and regulations. Any and all errors and/or omissions which become apparent which result in penalties to the Town will result in the deduction for the value of those penalties from the successful proponent's invoice(s) so as to recover the Town's losses.
- n) Delivered goods and services are to be in accordance with the quantity and the requirements as specified in the RFP and any attached specifications and are subject to inspection and approval upon delivery by a member of Town staff.
- o) The successful Proponent represents, warrants and covenants that the delivered goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right.

- p) The successful Proponent represents, warrants and covenants that the goods are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all manufacturer and Town specifications and are fit for their ordinary purposes, unless the Town has made a particular purpose known to the successful Proponent, in which event the goods are fit for that particular purpose as well.
- q) In the event of any breach of warranty at law or pursuant to the RFP by the successful Proponent, at any time during the one-year warranty period or manufacturer's warranty, whichever is longer, the successful proponent shall repair the goods in accordance with warranties provided with the proposed vehicle.
- r) Proposals must be accompanied with full descriptive literature and specifications on unit(s) proposed.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments submitted by proponents by email to the RFP Contact shall be deemed to be received once the email has entered into the RFP Contact's email inbox. No such communications are to be directed to anyone other than the RFP Contact. The Owner is under no obligation to provide additional information, and the Owner shall not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Owner shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Owner. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Owner determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Owner may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the Owner may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory

technical requirements set out in Section D of the RFP Particulars (Appendix D). The Owner may revisit and re-evaluate the proponent's response or ranking on the basis of any such information. Any responses received by the Owner from the proponent shall, if accepted by the Owner, form an integral part of the proponent's proposal.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Owner, the outcome of the RFP will be publicly posted at <https://pcsp.ca/local-government/bids-and-tenders/>.

3.3.2 Debriefing

Unsuccessful proponents may request a debriefing within ten (10) business days after the award has been posted. The request must be sent in writing to the RFP Contact. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Process

If a proponent wishes to register a complaint with respect to the RFP process, it should provide it in writing and within the parameters established by section 25 of the *Public Procurement Regulations*, as amended. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome, in addition to such other information as may be required by the *Regulations*. Proponents should note that these complaint procedures are separate and distinct from any dispute resolution processes that may be provided for under applicable trade agreements. If a proponent wishes to dispute a matter under an applicable trade agreement, the proponent must follow the process set out in the trade agreement.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 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.

The Owner reserves the right to disqualify any proponent that in the Owner's sole opinion has an actual or potential conflict of interest or an unfair advantage, or may permit the proponent to continue and impose such terms and conditions, as the Owner in its sole discretion may require.

For the purposes of this RFP, 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: (i) having, or having access to, confidential information of the Owner in the preparation of its proposal that is not available to other proponents, (ii) 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 (iii) 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.

Proponents are required to disclose, to the RFP Contact, any potential or perceived conflict of interest issues prior to RFP closing date and time.

3.4.2 Disqualification for Prohibited Conduct

The Owner may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Owner determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Owner; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

The Owner may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- a) illegal or unethical conduct as described above;
- b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- c) any conduct, situation or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the Owner

All information provided by or obtained from the Owner in any form in connection with this RFP either before or after the issuance of this RFP:

- a) is the sole property of the Owner and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- c) must not be disclosed without prior written authorization from the Owner; and
- d) must be returned by the proponent to the Owner immediately upon the request of the Owner.

3.5.2 Confidential Information of Proponent

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A proponent must identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the RFP process, including the evaluation of proposals.

The proponent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*. Contracting with the Owner is a public process. Information provided through this process will be disclosed when requested under the *ATIPPA, 2015*, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in the *ATIPPA, 2015*.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.

If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact. Further information relating to subsection 39(1) of the *ATIPPA, 2015* is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.ni.ca/guidance/documents>.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Owner will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Owner by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the

ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Owner to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Owner may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Owner of Newfoundland & Labrador and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The Town shall issue a Purchase Order, subject to funding availability, to the Successful Proponent exactly as the name appears on the proposal. Under no circumstances shall the purchase order be issued in the name of an individual, partnership or corporation whose name does not appear on the proposal.

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please complete the following table, naming one person to be the proponent's primary contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Mandatory Technical Requirements Form

Proponents are to indicate whether the following Mandatory Technical Requirements can be met by checking "Yes" or "No". "Yes" indicates the specification is met as identified. "No" indicates the specification cannot be met as identified. If the Proponent is proposing a deviation from the specification, the deviation **must** be detailed in the Specify column adjacent to each specification.

Mandatory Requirement	YES	NO	SPECIFY
1) Unit to be a new, 2022 or newer model year with less than 500 kms on the odometer			
2) Fuel type: Battery Electric			
3) Drivetrain: All-wheel drive			
4) Minimum range: 120 km in winter driving conditions			
5) Minimum cargo space: 55 cubic feet behind front			

Mandatory Requirement	YES	NO	SPECIFY
row (i.e., rear seats may be folded down to accommodate the cargo space requirement)			
6) Tow package to be included and installed by dealer			
7) Exterior colour: white			
8) Tires: Four winter tires on steel rims included in addition to stock all-seasons on stock rims.			
9) Proponents must identify an authorized service centre located within the St. John's Metropolitan Area. The service centre must have access to OEM parts and must employ technician(s) qualified to service the proposed vehicle.			
10) The vehicle shall be furnished complete and ready for use. All parts not specifically mentioned, but which are required to complete and place the unit into successful operation, shall be furnished as though specifically mentioned in these specifications. The complete unit, and all parts thereof, shall conform in strength and quality of material and workmanship, to the best standards and engineering practice of the industry.			
11) It will be the responsibility of the Proponent to inform the customer of any deficiencies in these specifications, for under this contract the vendor shall be held responsible for the design, performance, reliability and satisfactory operational function of the unit provided.			

3. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Owner and the proponent unless and until the Owner and the proponent execute a written agreement for the Deliverables.

4. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

5. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

6. Addenda

The proponent is deemed to have read and accepted all addenda issued by the Owner. The onus is on proponents to make any necessary amendments to their proposals based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were received by writing the word "None", on the following line:

_____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

7. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Owner to the advisers retained by the Owner to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Full legal name of proponent

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING FORM

1. Instructions on How to Complete Pricing Form

- a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- b) Pricing provided by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth **50** points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Pricing Form

ONE (1) New Battery Electric Vehicle

VEHICLE PROPOSED	Model Year	
	Make	
	Model	
VEHICLE, FULLY EQUIPPED INCLUDING ALL CHARGES, SHIPPING, AND FEES		\$
HST		\$
TOTAL PURCHASE PRICE		\$

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

The Town of Portugal Cove-St. Philip's is committed to taking action on climate change mitigation and recognizes that electrification of the municipal fleet is necessary to meet GHG reduction targets. The Town is conducting a pilot project to electrify select light duty municipal vehicles. This RFP is for supply of one light duty electric vehicle to be used by the Department of Recreation and Community Services.

Vehicle usage characteristics:

- a) The new BEV will replace a SUV, however other body types meeting the mandatory requirements will also be considered.
- b) The vehicle will be used year-round by the Recreation department in its daily operations. E.g., transporting personnel and recreation equipment between Town facilities.
- c) Expected typical daily mileage is 100 km.
- d) The vehicle will operate on unpaved roads and light offroad conditions.
- e) The vehicle will occasionally tow a light-duty trailer.
- f) The vehicle will normally be parked at the Town Office after hours; a dedicated level 2 charging port will be available for the vehicle.

Mandatory technical requirements can be found in Section 2 of the Submission Form (Appendix B). Proponents must also complete a Vehicle Information Sheet (Appendix E) for the proposed vehicle.

B. MATERIAL DISCLOSURES

Preferred delivery date is by October 31, 2022.

The Town reserves the right to visually and/or mechanically inspect, at the Town's expense, all vehicles prior to purchase in order to determine suitability of the vehicle to perform its intended functions. The Town retains, at its sole discretion, the right to determine the suitability of the vehicle. The Town's determination shall be final.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

3. Vehicle Information Sheet (Appendix E)

4. Warranty Information

Proponents must submit detailed information on warranties included in the proposed pricing.

D. MANDATORY TECHNICAL REQUIREMENTS

Technical requirements as outlined in Appendix B, Section 2: Mandatory Technical Requirements Form.

E. PRE-CONDITIONS OF AWARD

N/A

F. RATED CRITERIA

The following sections set out the categories, weightings and descriptions of the rated criteria. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. EV range	15	
ii. Cargo space (rear seats down)	5	
iii. Suitability for requirements (inspection by Recreation Department)	15	
iv. Delivery date	5	
v. Warranty	10	
Pricing (See Appendix C for details)	50	N/A
Total Points	100	

EV Range

The minimum acceptable range of the EV is 120 km in winter driving conditions. Units with higher range are preferred and will be ranked more highly.

Cargo Space

The minimum acceptable cargo space with rear seats folded down is 55 cubic feet. The unit with the largest cargo capacity will be assigned five (5) points, the next largest will be assigned four (4) points, and so on until two (2) points – all units which meet the minimum 55 ft³ cargo space will be assigned two (2) points.

Suitability for Requirements (Inspection by Recreation Department)

The vehicle will be used in the Town's Department of Recreation and Community Services in its daily operations. The Department will test drive the vehicle and rank its suitability for performing the work intended. Factors to be considered will be at discretion of the Department. Some examples may include: height, width or length of the cargo area; 'flatness' with rear seats folded down; visibility; backup and other camera views; etc.

Delivery Date

The preferred delivery date is no later than October 31, 2022. Proponents must provide an anticipated delivery date on the Vehicle Information Sheet (Appendix E). Each proponent will receive a percentage of the total possible points allocated to delivery date based on the following formula. For this calculation, delivery date will be measured as number of days following the RFP closing date.

$$\frac{\textit{earliest delivery date}}{\textit{proponent's delivery date}} \times \textit{weight} = \textit{proponent's delivery date points}$$

Warranty

The Warranty category will be rated based on the length, allowable mileage, and coverage of the comprehensive, powertrain, battery, and any other warranties included in the pricing. Longer warranties with broader coverage will result in a higher rating.

APPENDIX E – VEHICLE INFORMATION SHEET

Vehicle Information Sheet

Proponents are to complete the following vehicle information sheet.

1. General	
a. Proponent	
b. Make	
c. Model	
d. Model year	
e. Body style	
f. Odometer reading	
2. Chassis	
a. GVWR (kg)	
b. Maximum payload (kg)	
c. Maximum towing capacity (kg)	
d. Ground clearance (in)	
3. Wheels and tires	
a. Wheel material F/R	
b. Wheel size F/R	
c. Tire size F/R	
d. Spare tire and rim type	
4. Suspension	
a. Front suspension type	
b. Rear suspension type	

5. Brakes	
a. Front brake type	
b. Rear brake type	
c. ABS (Y/N)	
6. Motor	
a. Motor power (kW)	
b. Torque (ft-lb)	
7. Transmission	
a. Type	
b. All wheel drive (Y/N)	
8. Battery and Range	
a. EPA range (km)	
b. Battery capacity (kWh)	
c. EPA time to charge at 240V	
d. Charging port type	
9. Interior	
a. Seating capacity	
b. Front head room (cm)	
c. Front leg room (cm)	
d. Colour scheme	
e. Seat material	
f. Cargo space behind front row (cubic ft)	

g. Cargo space behind second row (cubic ft)	
10. Exterior	
a. Paint colour: white (Y/N)	
11. Warranty	
a. Comprehensive (bumper-to-bumper)	
b. Powertrain	
c. Battery	
d. Other	
12. Delivery	
a. Anticipated delivery date	