

Request for Proposals | 03-2024-02

The Municipality invites your company to provide a proposal to supply: **a new or demonstrator ice resurfacer**

Date Issued:	March 28, 2024
Deadline:	1:00pm on April 12, 2024

Proposals must be clearly marked **03-2024-02 Ice Resurfacer** and be delivered by way of hand delivered, courier mail or fax to:

Carly Steinhoff, Manager of Facilities, Parks and Recreation Municipality of Arran-Elderslie 1925 Bruce Road 10 Chesley, ON NOG 1L0 t 519.363.3039 f 519.363.2203

Request for Proposals may also be submitted via biddingo.com.

The Municipality assumes no risk or responsibility whatsoever that any fax will be received as required herein and shall not be liable to any bidder if for any reason an electronic bid is not properly received.

Questions regarding this Request for Proposal can be emailed to the contact above.

1. SCOPE OF PROPOSAL

Introduction

The Municipality of Arran-Elderslie is seeking Proposals from qualified companies for the supply or a new or demonstrator ice resurfacer.

2. INTERPRETATION

Definitions

- a. Best Value the value placed upon quality, service, past performance and price.
- b. Municipality The Corporation of the Municipality of Arran-Elderslie.
- c. Municipal Representative the representative engaged by the Municipality to supervise the work.
- d. Contract an agreement with specific terms between the Municipality and the successful proponent.
- e. Preferred Proponent the proponent who submitted the favourable proposal.
- f. Premises building(s) or part of a building with its appurtenances.
- g. Proposal the proponent's submission to the RFP.
- h. Proponent the party submitting a Proposal to this RFP.
- i. RFP Request for Proposal.
- j. Request for RFP includes the documents listed in the index of the RFP and any modifications thereof or additions thereto incorporated by addenda before the close of the RFP.
- k. Special Conditions the special conditions, which are included in this RFP.
- I. Specifications the specifications which are included in this RFP.
- m. Successful Proponent the Proponent submitting the most advantageous RFP as determined by the Municipality.
- n. Work any labour, duty and/or efforts to accomplish the purpose of this project.

3. REQUEST FOR RFP PROCESS

Not a Tender Call

This RFP is not a tender call and the submission of any response does not create a tender process. This RFP in not an invitation for an offer to contract and it is not an Offer to Contract made by the Municipality.

No Obligation to Proceed

Though the Municipality fully intends at this time to proceed though the RFP, in order to the select the services, the Municipality is under no obligation to proceed to the purchase. The receipt by the Municipality of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Municipality. There is no guarantee by the Municipality, its elected officials or employees that the process initiated by the issuance of this RFP will continue, or that this RFP process will result in a contract with the Municipality for the purchase of the equipment, service or project.

Late Proposals

Proposals received after the final date and time for receipt of Proposals will be considered as "Late Proposals". Late Proposals will not be accepted and will be returned unopened to the sender.

4. PRE-RFP INFORMATION

Cost of Preparation

Any cost incurred by the Proponent in the preparation of this Proposal will be the responsibility solely by the Proponent.

Negotiations with Preferred Proponent

The Proponent that submits to the Municipality the most advantageous Proposal and which represents the interests of the Municipality, best overall, may be awarded the contract. The Municipality reserves the right to accept or reject all or part of the RFP, however, the Municipality is not precluded from negotiating with the Successful Proponent to modify its Proposal to best suit the needs of the Municipality.

The Municipality reserves the right to obtain additional information from the Proponents to clarify the information in their submission, conduct interviews to discuss their suitability for the project or proceed to negotiate services, a contract, and details of the RFP with the most qualified company.

If the Municipality selects a Preferred Proponent, the Municipality will enter into negotiations with the Preferred Proponent in an attempt to settle one or more contract(s) necessary to implement the project as generally described in this RFP. If the Municipality considers that it

is unlikely to settle such agreements with the Preferred Proponent despite having negotiated with the Preferred Proponent for at least 30 days after selection of the Preferred Proponent, the Municipality is entitled to cease negotiations with the Preferred Proponent and to begin negotiations with another Proponent.

The Municipality reserves the right to negotiate specific terms of the contract with the Proponent prior to final award of the contract. The Municipality also reserves the right to negotiate specific terms of contract with the Successful Proponent as the contract progresses.

Rejection of Proposals

The Municipality reserves the right to reject, at the Municipality's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which either:

- a. Is incomplete, obscure, irregular or unrealistic
- b. Has non-authorized (not initialed) erasures or corrections in the Proposal or any schedule thereto
- c. Omits or fails to include any one or more items in the Proposal for which price is required by the RFP
- d. Fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports are completed or not.

Further, a proposal may be rejected based on the Proponents past performance, financial capabilities, completion schedule of compliance with Federal, Provincial and Municipal legislation. As it is the purpose of the Municipality to obtain a Proposal most suitable to the interest of the Municipality and what it wishes to accomplish, the Municipality has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to be the Best Value for the Municipality.

Evaluation Criteria

The following criteria, but not restricted thereto, will be used to evaluate Proposals:

PROJECT: Ice Resurfacer PROPONENT:		Poor	Marginal	Fair	Good	Outstanding	Total of 100
CRITERIA	WEIGHT	1	2	3	4	5	
Pricing	40						
Delivery Time	10						
Ability to meet specifications, quality workmanship and service	30						

Warranty/Service/Repair and availability of parts	20			
EVALUATION TOTAL:				

Price shall mean:

• Quoted prices from qualifying Proposals

Delivery Date shall mean:

• The specified delivery date from the confirmed order date

Ability to Meet Specifications and Workmanship shall mean

- The direct experience that the Municipality has had with a dealer/manufacturer
- Referenced by other municipality's

Warranty/Service/Repair shall mean:

- Are parts readily available within Ontario, Canada, United States or other
- Is technical support readily available during regular business hours, either by phone, email or internet?
- Consideration of types and length of warranty
- Is technical support available on evenings and weekends?
- Are there conditions if a loner unit is required?

Awards will be made based on the Best Value Offered, and the Best Value will be determined by the Municipality. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses and references will be taken into consideration.

Proposal Evaluation

Evaluation of Proposals will be completed by at least two (2) Municipal Staff including the Municipal Representative for this Proposal.

Confidentiality

The Municipality will endeavor to keep all Proposals confidential. The material contained within the Proposal from the Successful Proponent will be incorporated into a Contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the Contract shall not be released if Municipal representatives deem such releases inappropriate, subject to the Freedom of Information and Protection of Privacy Act.

Acceptance of Proposal

The Municipality shall not be obligated in any manner to any Proponent whatsoever until a written contract has been duly executed relating to an approved Proposal.

No act of the Municipality other than a notice in writing signed by the Municipal Representative or Municipal Clerk-Administrator shall constitute an acceptance of a Proposal. Such acceptance shall bind the successful Proponent to execute in a manner satisfactory to the Municipality.

- a. Proposals must meet all requirements herein to be eligible for consideration. Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure or that contain additions not call for, reservations, erasures, alterations or irregularities of any kind may be rejected as incomplete.
- b. Proposals must contain the Proponent's business or home address and legal status must be disclosed and must be signed by a duly authorized official.
- c. The proposal is irrevocable and open for acceptance for a period of thirty (30) days from the date of closing the RFP.
- d. Proposals will only be considered from reputable firms with proven previous experience on projects involving goods or services of a similar nature, magnitude and complexity to that which will be covered by the contract.
- e. The Municipality reserves the right to accept the RFP in total, or in part, to reject any or all offers, to waive any minor informalities, irregularities or technicalities and to accept an offer deemed most favourable to the Municipality. If the Municipality determines that a Proposal contains false or misleading information, the Municipality is entitled to reject the Proposal at any time as being invalid.
- f. The Municipality shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.

Negotiation Delay

If a written contract cannot be negotiated within thirty (30) days of the notification of the successful Proponent, the Municipality may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a contract with any of the Proponents.

Enquiries

All enquiries related to this RFP are to be directed, in writing, to:

Carly Steinhoff, Manager of Facilities, Parks and Recreation Municipality of Arran-Elderslie 1925 Bruce Road 10 Chesley, ON NOG 1L0 <u>csteinhoff@arran-elderslie.ca</u> f 519.363.2203

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Municipality's option.

Final Date and Time for Receipt of Proposal

Proposals must be received in a sealed envelope by 1:00pm on April 12, 2024.

Carly Steinhoff, Manager of Facilities, Parks and Recreation Municipality of Arran-Elderslie 1925 Bruce Road 10 Chesley, ON NOG 1L0

Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP title.

5. PROPOSAL PREPARATION

Changes to Proposal Wording

The Proponent will not change the wording of its Proposal after closing and no words or comments will be added to the Proposal unless requested by the Municipality for purposes of clarification.

Limitation of Damages

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, related to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any claim of loss of profits if no agreement is made with the Proponent.

Firm Pricing

Proposals must be firm for at least sixty (60) days after the final date. Prices will be firm for the duration of the contract period.

6. ADDITIONAL TERMS

Liability for Errors

While the Municipality has used considerable efforts to ensure accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is indented to relieve Contractors from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

Agreement with Terms

By submitting a Proposal, the Proponent agrees to all terms and conditions within this RFP. Contractors who have obtained the RFP electronically must not alter any portion of the document, except for adding the information requested.

7. SPECIAL CONDITIONS

- A qualified Proposal is one which meets the needs and specifications of the Municipality and the terms and conditions contained in this RFP. The Preferred Proposal is a qualified Proposal offering the Best Value, as determined by the Municipality.
- The Municipality will determine whether a Proposal is qualified by evaluating all of the Proposals based on, but not limited to, the needs of the Municipality, specifications, terms and conditions and price. The Municipal Representative will examine all Proposal and recommend to Council which Proposal is in the Municipality's best interest.
- A Proposal which is unqualified is one that exceeds the cost expectations of the Municipality and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the Municipality. The Municipality reserves the right to reject any and all unqualified Proposals.
- The Municipality reserves the right to cancel the RFP at any time.
- The Municipality recognizes that Best Value is the essential part of purchasing and product and/or service and therefore the Municipality may prefer a Proposal with a higher price, if it offers greater value and better serves the Municipality's interests, as determined by the Municipality, over a Proposal with a lower price. The Municipality's decision shall be final.
- The Municipality reserves the right to negotiate with the Preferred Proponent, or any Proponent, on any details including changes to specifications and price. If specifications require significant modifications, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the Municipality Representative.
- All goods, services and workmanship must conform to all laws and standards for use in Canada and the Province of Ontario.
- The Successful Proponent, herein named the Contractor, shall guarantee that their Proposal will meet the needs of the Municipality and that any or all items supplied and/or services rendered shall be correct. If the item(s) supplied by the Contractor and/or the service(s) rendered by it are in any way incorrect or unsuitable, all correction costs shall be paid solely by the Contractor.

- Where only one (1) Proposal is received, the Municipality reserves the right not to make public the amount of the Proposal. The amount of the Proposal will be made public if a Contract is awarded.
- The Municipality reserves the right to accept or reject a Proposal, where only one (1) Proposal is received.
- The Municipality reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this RFP.
- The Municipality shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.
- The Municipality reserves the right to cancel the contract for goods and/or services as outlined in this RFP, at any time, by providing thirty (30) days written notice to the successful proponent.

8. BID SHEET

Bid Sheet: 03-2024-02 Ice Resurfacer

Closing Date: April 12, 2024 at 1:00pm

The undersigned Proponent has read and understands the conditions and specifications for the goods and services requested and will provide the required equipment.

I/We hereby acknowledge any addenda issued which becomes part of the work and are included in this RFP.

ADDENDUM # _____

ADDENDUM # _____

This Proposal is valid for: _____ days and shall expire on: _____

DESCRIPTION	PRICE
To supply one (1) ice resurfacer to the Municipality of Arran- Elderslie	
Less Trade In (if applicable)	
Environmental fees and levies (if applicable)	
Other charges (if applicable)	
HST	
TOTAL COST	

Please include a delivery lead-time schedule with your submission.				
Delivery Date:				
Firm Name:				
Address:				
Phone:	Fax:			
Email:				
Date:				

Signature of Bidder:

Print Name of Bidder:

NOTE: must be an official signatory of the company

9. SPECIFICATIONS FOR ICE RESURFACER

The Municipality of Arran-Elderslie is seeking Proposals for a new or demonstrator ice resurfacer, with the following specifications. The Municipality of Arran-Elderslie is a rural area of 6,800 residents. The Municipality has three small arenas, each in Chesley, Paisley and Tara. This unit is for the Paisley Community Centre.

If providing more than one (1) option (new and demo), please provide separate Bid Sheets for each.

Item #		Minimum Requirements	Requirement Met? (check)		Please detail how requirements are met and/or detail specification of proposed unit
			Yes	No	
1		Make:			
2		Model:			
3		Year/Hours:			
4		Engine: Propane			
5		Engine Warranty Approved for Propane			
6	Dir	nensions			
	а	Height:			Dump Tank Closed:
					Dump Tank Open:
	b	Overall Length:			
	С	Width:			
	d	Operating Weight:			Full: Empty:
7	En	gine: Propane			
	а	Minimum 4 cylinder, 59 HP, liquid cooled			
	b	Must have sufficient capacity to provide efficient and dependable service while minimizing emissions and its required ventilation			
	С	Propane engine shall be equipped with harden valve seats			
	d	Throttle control – electronic governor and speed limiter capable of "hands free" operation with independent load- sensing adjustments			
	е	Exhaust piping to be stainless steel			
	f	Heavy duty muffler, low noise type			

	~	Vahiele aneed control		
	g	Vehicle speed control		
		shall be through a foot		
		operated device that will		
		cause the machine to		
		come to a full stop if		
		operator falls off or		
		releases foot control		
8	Ch	assis		
	а	Frame designed by the		
		manufacturer to provide		
		proper support for the		
		loads required		
-	b	Shall be 4 wheel drive		
9	Ax			
5	a	Axles application must		
	a	be certified and		
		warranted by the		
		manufacturer to		
		properly support		
		maximum loads		
	b	Shall be 4 wheel drive		
		type and will be equal to		
		or better than:		
		Capacity shall be		
		minimum		
		Front 907kg (2200 lb),		
		Rear 907 kg (2200 lb)		
10	Ins	trumentation		
	а	A tachometer/hour		
		meter shall be installed		
	b	Ammeter/voltmeter		
	-	gauge shall be installed		
	с	Indicator lights for oil		
	Ŭ	pressure and coolant		
		temperature are to be		
	1	dash mounted in view of		
	6	the operator Low fuel indicator shall		
	d.			
4.4	+	be installed		
11		ansmission		
	а	An automatic drive		
	1	transmission with		State Transmission Type:
	1	variable speed control		
	1	or hydrostatic		
		transmission will be		
		accepted.		
	b	Transmission shall		
		enable operator to use		
		fully hydraulic power at		
		any vehicle speed and		
	1	shall be equipped with a		
	1	bypass valve to allow		
	1	sypass valve to allow	 	

		towing if anging is		
		towing if engine is		
		inoperative		
12	Hy	draulic System		
	а	Pumps will be direct		
		thereby eliminating belts		
		to ensure maximum		
		power transfer and		
		reduce maintenance		
	b	State the hydraulic		Specify manual or electronic:
		control system		
13	Co	onveyor System		
	а	The method used to		
		convey the shavings		
		shall be by horizontal		
		and vertical auger		
		system and are		
		reversable		
	b	Snow breaker		State manual or automatic:
		Show breaker		
14	Tu	rning Radius		
	a	The unit must have the		
	ũ	ability to completely		State radius:
		resurface the corners of		
		the ice rink		
15	Bo	ard Brush		
10	a	A hydraulically		
	a	controlled board brush		
		which is retractable and		
		detachable when not in		State Dimensions:
		use shall be installed on		
		the driver's side of the		
		machine for close		
		sweeping along boards		
		to prevent snow build up		
	b	Brush controls will be		
		located at the operator's		
		station		
	С	The brush will be		
		equipped with a system		
		to protect the assembly		
		and the dasher boards		
		during the brushing		
		process		
	d	When not in operation,		
		the brush attachments		
		shall be capable of		
		being retracted to a		
		position close to the		
		body of the machine		
		and raised above the		
		ice surface		
16	Sh	aving & Conditioning Unit		
-		J		L

ſ	1			
	а	Steel ice shaving blade		
		will not be less than		
		195.6cm x 12.7cm with		State Blade Size:
		two bolt hole rows for		
		longer life		
17	Sn	ow Dump Tank		
	а	The snow collecting		
	•	tank shall empty forward		
		and shall be capable of		
		dumping itself clean		
	b	The manual auxiliary		
	D	•		
		pump is required to lift		
		both the dump tank and		
	С	The snow collecting		
		tank shall be enclosed		
		and can hold a		State Actual Snow Capacity:
		minimum of 2.83m3 of		
		snow or 410L of water		
		that can be dumped at a		State Actual Water Capacity:
		location away from the		
		ice surface. Compacted		
		snow capacity shall be a		
		minimum of 3.5m3		
18	Wa	ater Storage		
	а	Ice making water tank		
	ũ	for restoring ice surface		
		shall contain a minimum		
		of 662L of water and be		State Tank Size:
		molded high-density		
		polyethylene to		
		eliminate potential to		
		rust, or be made of		
		stainless steel		
	k			
	b	An additional 272L		
		water tank will be		Chata Tank Size
		provided for washing		State Tank Size:
		the ice surface or		
		flooding, by a rod		
		operated manual valve		
	С	A wash water system		
		with water pump and		
		squeegee shall be		
		installed on the		
		machine. With this		
		system, the operator		
		shall be able to wash		
		the ice or remove		
		excess water as		
		conditions require		
19	Ac	cessories		
1.0	1,10			

	-				
	а	Guide wheel mounted			
		on the left front bumper			Specify:
		and wheel or skid plate			
		mounted on left side of			
		conditioner			
	b	Headlights			
	С	Horn			
	d.	Blade hangers			
	e.	Machine spec tools			
	f.	Tire wash			
	g.	Towel lift			
20		arranty			
20	a	Manufacturer's signed			State warranty length & inclusions:
	a	warranty to be supplied			
		with unit			
21	Ma	inuals			
21	-				
	а	One complete service			
		manual to be provided			
		with unit			
	b	One complete parts			
		manual to be provided			
		with the unit			
	С	One complete			
		operator's manual to be			
		provided with the unit			
22		tup, Commissioning,			
	De	mo & Training			
	а	Supplier to complete full			
		setup and			
		commissioning of			
		equipment at Paisley			
		Community Centre,			
		ready for use			
	b	Supplier to provide staff			Describe hours of operator training to
		with a demonstration			be provided:
		and operator training at			
		Paisley Community			
		Centre			
		Additional Items provide	the cost	of the fo	Illowing items. Not to be included with
	1				Municipality's request. If replacing a
		standard feature show dif			namely a request in replacing a
	a.	Extra Blade			Add: \$
	а.				
	h	Stainless Steel Flood			Add: ¢
	b.				Add: \$
	-	Water Tank			
	C.	Stainless Steel			Add: \$
1	•.		1	1	
		Conditioner			
	d.	Stainless Steel Wash			Add: \$
					Add: \$

f.	Larger Board Brush		Add: \$

10. WARRANTY, PARTS AND SERVICE AVAILABILITY

Warranty

- Provide details on the supplier and manufacture warranties provided with the equipment proposed, including the length of the warranty period, inclusions and exclusions
- Please describe how support will be provided during the warranty period to ensure that any required warranty work is completed as quickly as possible. Details show include:
 - Parts availability
 - In-field service/mechanic availability
 - Remote support availability

Manufacturer Authorized Warranty Company

Please provide details of the subcontractor (if any) that will preform any required manufacturer authorized warranty repair work during the warranty period.

Company Name:	
Location/Address:	
Maximum lead time from call-out to performance of warranty work at Paisley Community Centre	

Manufacturer Authorized Warranty Parts/Materials

Please provide details of the nearest vendor of manufacturer authorized parts and materials that will supply any parts or materials during the warranty period.

Company Name:	
Location/Address:	
Maximum lead time from order to delivery at Paisley Community Centre	

Annual Service Requirements

Please describe the following:

- Annual maintenance services to be performed during the warranty period and by whom.
- Please describe the annual service requirements for the equipment following expiry of the warranty period.

Future Parts Availability

Please describe how spare parts will be available to the Paisley Community Centre for future repairs of the standard life expectancy of the equipment.

11.LEAD TIME

Lead time from confirmation or order to completion of delivery,	
setup and commissioning at Paisley Community Centre	weeks

12. Trade-In Bid Offering

The Municipality reserves the right to accept or reject the trade-in submitted bid offering. The bid offering shall be held for the same time period as the tender document.

The Municipality may advertise the machine and related attachments within other forums in order to obtain the best value for the trade-in.

The Municipality will be the sole judge in the acceptance of a bid offering for the trade-in, whether that be from this tender document or another forum.

Trade-In Allowance		
 2001 Olympia Millenium 2000 Ice Resurfacer Propane powered Unknown hours 	\$	
Applicable Taxes	\$	
Trade-in Bid Offering Total	\$	
The Municipality reserves the right to accept or reject the Trade-In Bid Offering		