



REQUEST FOR PROPOSALS

RFP-2017-05

Fire Department Aerial Apparatus

Issue Date: July 27, 2017

Two (2) complete printed copies and one (1) electronic complete copy (in PDF format) of a Proposal in an envelope plainly marked "RFP-2017-05 Fire Department Aerial Apparatus" may be hand delivered, couriered or mailed; and must be received prior to the Closing Date and Time. Fax or e-mailed copies will not be accepted.

RFP Closing Time: 2:00 pm local time

RFP Closing Date: Thursday, September 14, 2017

**Delivered to: District of Summerland
Box 159
13211 Henry Avenue
Summerland, BC V0H 1Z0**

Proposals will not be opened in public.

It is the sole responsibility of the Proponent to check the District's website at www.summerland.ca for any updated information and addendum issued before the closing date. The District's website at www.summerland.ca is the only authorized website to obtain competitive bid documents for the District of Summerland opportunities. The District of Summerland shall not be held responsible for our competitive bid documents that are located on any other website.

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1.0 INTRODUCTION

The District of Summerland (the District) is seeking proposals from qualified suppliers for one (1) 2017 - 4 Door Custom (75') Aerial Apparatus (or equivalent) per the technical specifications set out in this RFP document. This Aerial Apparatus is to work within an altitude range of 1,575 feet above sea level.

This RFP document describes the supply of the equipment sought by the District of Summerland and sets out the District's RFP process, evaluation and selection process and Proposal requirements. The District is not necessarily interested in obtaining the lowest price for this product. Only interested parties with proven experience and qualifications for the supply of the Aerial Apparatus will be considered. The quality of the product, performance, delivery, maintenance, service, past performance and delivery along with other factors will be taken into consideration in the evaluation of this RFP.

2.0 DEFINITIONS

- a. **"Best Value"** means the value placed upon quality, service, past performance and price.
- b. **"Closing Date and Time"** means Thursday, September 14, 2017 at 2:00 p.m. (PT).
- c. **"CAO"** mean the Chief Administrative Officer of the District of Summerland.
- d. **"Proponent"** means a person, firm, or corporation having a direct contract with the District to provide the services outlined in the RFP.
- e. **"Contract"** means a written agreement between the District of Summerland and the Successful Proponent resulting from this RFP.
- f. **"Contractor"** means the Successful Proponent to this Request for Proposal process who enters into a written form of agreement with the District.
- g. **"District"** means the Corporation of the District of Summerland.
- h. **"District Representative"** means the representative or appointee engaged by the District to supervise the work.
- i. **"Goods"** means the product being identified in the RFP.
- j. **"must", "mandatory", or "required"** means a requirement that must be met in order for a Proposal to receive consideration.
- k. **"Project"** means the Fire Department Aerial Apparatus;
- l. **"Proponent"** means a party submitting a Proposal to this RFP.
- m. **"Proposal"** means the Proponent's submission to the RFP.
- n. **"Proposal Review Committee"** means the team of qualified staff appointed by the CAO to review and assess Proposals.
- o. **"RFP"** means this Request for Proposal.

- p. **“Request for Proposal”** includes the documents listed in the index of the Request for Proposal and any modifications thereof or additions thereto incorporated by addenda before the close of the RFP.
- q. **“should”** or **“desirable”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.
- r. **“Special Conditions”** means the special conditions, which are included in this RFP.
- s. **“Specifications”** means the specifications which are included in this RFP.
- t. **“Subcontractor”** includes, inter alia, a person, firm or corporation having a contract with the Successful Proponent for the execution of a part or parts, or furnishing to the Successful Proponent materials and/or equipment called for in the RFP.
- u. **“Successful Proponent”** means the Proponent submitting the most advantageous RFP as determined by the District of Summerland.

3.0 CONTENT OF PROPOSAL

Two (2) complete original printed copies and one (1) complete electronic copy in PDF format must be submitted. The following documents must be included in the submission:

- a. **Proposal Submission Form (signed and dated) – Schedule B; and**
- b. **Bid Sheet & Specifications Sheets – Schedule C; and**
- c. **References – Schedule D; and**
- d. **Also include any other information related to this RFP.**

4.0 INSTRUCTIONS TO BIDDERS

The following terms will apply to this RFP and to any subsequent Contract. Submission of a Proposal in response to this RFP indicates acceptance of all the following terms:

4.01 APPLICABLE LAWS

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of BC.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Works, the more restrictive shall apply. All references in the RFP to statutes and regulations thereto and District bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

4.02 COPYRIGHT

All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the District of Summerland, shall remain the property of the District of Summerland.

4.03 INCONSISTENCY BETWEEN PROVISIONS

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) all other documents.

4.04 HEADINGS

Headings are for convenience only: headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

4.05 PAYMENT

Method of payment is governed by District policy as well as applicable federal and provincial law.

4.06 ENTIRE AGREEMENT

The RFP, accepted submission, and Contract represent the entire Agreement between the District and the Successful Proponent and supersede all prior negotiations, representations or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Successful Proponent and the District.

4.07 OWNERSHIP OF DOCUMENTS

All documents and materials submitted in response to this RFP shall become the property of the District.

5.0 REQUEST FOR RFP PROCESS

5.01 NOT A TENDER CALL

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

5.02 NO OBLIGATION TO PROCEED

Though the District fully intends at this time to proceed through the RFP, the District is under no obligation to proceed to the purchase, or any other stage. The receipt by the District of any information (including any submissions, ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent or on its behalf), shall not impose any obligations on the District. There is no guarantee by the District, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the District for the purchase of goods.

5.03 LATE PROPOSALS

Proposals received after the Closing 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.

5.04 ADDENDA AND SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on the District's website at www.summerland.ca. Addenda may be issued up to 48 hours prior to the Closing Date and Closing Time. After this time the RFP will be considered complete and no further Addenda will be issued.

5.05 AMENDMENTS TO PROPOSALS

A Proponent may amend or revoke a Proposal by giving written notice to the District, delivered by hand, mail, fax, or e-mail to the District of Summerland Municipal Hall. Emails should be sent to Kjones@summerland.ca. An amendment that is received after the Closing Date and Closing Time will not be considered and shall not affect a Proposal, as submitted.

An amendment or revocation must be signed by an authorised signatory of the Proponent.

The District reserves the right to disqualify a Proponent if, in the opinion of the District Representative, an amendment expressly, or by inference, discloses the Proponent's fees or other material element of the Proposal such that the confidentiality of the Proposal may have been breached.

If a Proposal amendment or revocation is sent by fax or email, the Proponent assumes the entire risk that the District will properly receive the fax or email before the Closing Date and Time. The District shall not be liable to any Proponent for any reason a fax or email is not properly received.

5.06 CONFLICT OF INTEREST

Any potential or perceived conflict of interest must be disclosed to the District in writing together with the proposal documents. Any conflict of interest identified will be considered and evaluated by the District. The District has the sole discretion to take the steps they deem necessary to resolve the conflict. If during the term of the Contract, a conflict or risk of conflict of interest arises, the Proponent will notify the District immediately, in writing, of that conflict or risk and take any steps that the District reasonably requires to resolve the conflict.

5.07 INQUIRIES AND CONTACT DURING THE RFP PROCESS

General inquiries related to this RFP are to be directed to:

Rob Robinson, Deputy Fire Chief
District of Summerland Fire Department
10115 Jubilee Road West, Box 159
Summerland, BC V0H 1Z0
RRobinson@summerland.ca

Information regarding the technical specifications or such interpretation obtained from any other source is not official and should not be relied upon.

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having any doubts as to the meaning or intent of any provision should immediately notify the above-noted project contact.

If there are any changes, additions, deletions to the Proposal scope, conditions or closing date, an Addendum issued by the District will be posted on the District website (www.summerland.ca). All Addenda are to become part of the Proposal documents. Verbal discussion with District staff shall not become part of the RFP or modify the RFP unless confirmed by written Addendum.

Inquiries and responses will be recorded and may be distributed to all Proponents at the District's option. Questions will not be accepted or answered within 48 hours of the Closing date and time.

5.08 SUBMITTAL DEADLINE AND INSTRUCTIONS

Delivery of Proposals to the District of Summerland Municipal Hall prior to the specified date and time is solely and strictly the responsibility of the Proponent. The District shall not, under any circumstances, be responsible for delays caused by any delivery service, or for delays caused by any other occurrence. All Proposals must be manually and duly signed by an authorized corporate officer or principal(s) of the organization with the authority to bind said Proponent. Proposals must **not** be sent by facsimile or email.

Proposals must be received by 2:00 p.m. (local Summerland time) on Thursday, September 14, 2017 at:

Municipal Hall
District of Summerland
Box 159, 13211 Henry Avenue
Summerland, BC V0H 1Z0

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

5.09 IRREVOCABILITY OF PROPOSALS

By submission of a clear and detailed written notice as outlined in Section 5.08, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals

become irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into the Contract as attached to the RFP.

5.10 ACCEPTANCE OF PROPOSAL

The District shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal. No act of the District other than written notice signed by the District's Corporate Officer shall constitute an acceptance of a Proposal. Such acceptance shall bind the Successful Proponent to execute in a manner satisfactory to the District.

5.11 NEGOTIATION DELAY

If a written Contract cannot be negotiated within 30 days of notification to the Successful Proponent, the District 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.

6.0 PRE-RFP INFORMATION

6.01 INTENTION OF THE DISTRICT

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

6.02 REJECTION OF PROPOSALS

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

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialled) 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 a price is required by the RFP;
- d. fails to complete the information required by the RFP to be furnished with a Proposal; and /or
- e. fails to complete the information required whether the same purports to be completed or not.

Further, a Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and/or Municipal legislation. As it is the purpose of the District to obtain a Proposal most suitable to its interests and what it wishes to accomplish, the District has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to provide the best value to the District.

6.03 EVALUATION CRITERIA

Proposals will be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. If all submissions do not meet the District's mandatory criteria, it shall remain the District's sole discretion to evaluate submissions and reject all or award to the Proponent with the highest overall ranking.

MANDATORY CRITERIA
<ul style="list-style-type: none">• Proposals received by closing date and time (two printed copies & one PDF electronic copy) in a sealed envelope consisting of components outlined in Section 3.• Proposal Submission Form (including completed specification sheets, bid form – signed and dated, and references).

Proposals meeting the mandatory requirements will be further evaluated based on predetermined criteria and weighting as detailed in Schedule E: Evaluation Criteria (attached).

6.04 EVALUATION COMMITTEE

Evaluation of Proposals may be made by an Evaluation Committee formed by the District and may include Fire Department representatives or other District departmental representatives. Upon submitting a Proposal, Proponents agree that the District may disclose their company name; however, no prices, scores, weights or totals will be provided to any Proponents.

Awards will be made based on the best value offered, and the best value will be determined by the District. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.

6.05 CONFIDENTIALITY OF PROPOSALS

The District will endeavour to keep all Proposals confidential. The material contained in the Proposal from the Successful Proponent will be incorporated in a contract and information which is considered sensitive and/or proprietary must be identified as such by the Proponent. Technical or commercial information included in the District contract shall not be released if the District deems such releases inappropriate, subject to the *Freedom of Information and Protection of Privacy Act*.

6.06 CONFIDENTIALITY OF DISTRICT'S INFORMATION

All Proponents and any other persons who, through this RFP process, gains access to the District's confidential financial information, are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFP process. This requirement will continue with respect to such information learned by the Successful Proponent, if any, over the course of any contract which arises out this RFP process. Information pertaining to the District obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization of the District.

6.07 CLARIFICATION

The District reserves the right to seek Proposal clarification with the Proponents to assist in making evaluations.

6.08 GIFTS AND DONATIONS

Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, to any employee of the District. The Successful Proponent shall report to the CAO of the District any attempt by District employees to obtain such favours.

7.0 PROPOSAL PREPARATION

7.01 CHANGES TO PROPOSAL WORDING

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

7.02 PROPONENT'S EXPENSE

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District, if any. If the District elects to reject all Proposals, the District will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

7.03 LIMITATION OF DAMAGES

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating 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 to a maximum of \$250.00. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

7.04 FIRM PRICING

Proposals must be firm for at least 60 days after the RFP Closing Date. Prices will be firm for the entire **Project, upon execution of the Contract.**

7.05 CURRENCY AND TAXES

Prices quoted are to be:

- In Canadian dollars;
- Inclusive of duty, where applicable;
- FOB destination, delivery charged included where applicable; and
- Taxes extra and listed separately.

Proponents acknowledge that, if it is a non-resident company, payments to the Proponent, as a non-resident, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Proponent, as a non-resident, provides the District with an official letter from Canada Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the Income Tax Act (Canada).

8.0 ADDITIONAL TERMS

8.01 SUBCONTRACTING

- a. Using a Subcontractor (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two (2) Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two (2) product or service lines and this must be defined in the Proposal.
- b. A Subcontractor individual or firm, whose current or past corporate or other interests may, in the District's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Proposal.
- c. Any Subcontracting of the service to any firm or individual after the award of a Contract must have prior written approval by the District.

8.02 LIABILITY FOR ERRORS

While the District has used considerable efforts to ensure an 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 warrantied to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

8.03 AGREEMENT WITH TERMS

By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.

8.04 USE OF REQUEST FOR PROPOSALS

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

8.05 DISTRICT REPRESENTATIVE

A District Representative will be assigned by the District to oversee the compliance of the Proposal awarded to the Contractor. In addition, the Contractor will be expected to name a counterpart Project Manager.

8.06 PAYMENT HOLDBACK

The Contract may contain a provision whereby the District will hold back a portion of the total Contract price until the requirements of the RFP have been met.

8.07 SOFTWARE

It is the Successful Proponent's responsibility to ensure that the District has all licences required to use any software that may be supplied by the Successful Proponent pursuant to the Contract.

8.08 ARBITRATION

All disputes arising out of or in connection with the Contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

9.0 CONDITIONS

- a. A qualified Proposal is one which meets the needs and specifications of the District, and the terms and conditions contained in the RFP. The preferred Proposal is a qualified Proposal offering the Best Value, as determined by the District.
- b. The District will decide whether a Proposal is qualified by evaluating all of the Proposals based on the needs of the District, specifications, terms and conditions and price. The District Evaluation Committee will examine all Proposals and recommend which Proposal is in the District's best interest.
- c. A Proposal which is unqualified is one that exceeds the cost expectations of the District and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the District. The District reserves the right to reject any or all unqualified Proposals.
- d. The District reserves the right to cancel this RFP at any time.
- e. The District recognizes that best value is the essential part of purchasing a product and/or service and therefore the District may prefer a Proposal with a higher price, if it offers greater value and better serves the District's interests, as determined by the District, over a Proposal with a lower price. The District's decision shall be final.
- f. The District reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the District.
- g. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.

- h. Where only one Proposal is received, the District 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 District reserves the right to accept or reject a Proposal, where only one Proposal is received.
- i. The District 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.
- j. The District shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.
- k. The District reserves the right to cancel the Contract for goods and/or services as outlined in this RFP, at any time, by providing 30 days' written notice to the Successful Proponent.

10.0 CONTRACTOR'S OBLIGATIONS

GOVERNING REGULATIONS

The Contractor shall apply and pay for all necessary permits or licences required for the execution of the Project. The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Project and to the preservation of the public health. The Contractor shall be responsible for the safety of all workers and equipment on the Project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

11.0 INSURANCE PROTECTION AND DAMAGE

11.1 INDEMNITY

The Contractor shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the District, its elected officials, officers, employees and managers (collectively) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Contract, excepting only where such loss, costs, damages and expenses are a result of the sole negligence of the indemnities.

The Contractor shall defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

GENERAL INSURANCE

The Contractor shall procure and maintain, at its own expense and cost, the insurance policies listed in Section 11.2, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Project, the District advises in writing that it has determined that the exposure to liability justifies less limits.

11.2 INSURANCE

As a minimum, the Contractor shall, without limiting its obligations or liabilities under any other contract with the District, procure and maintain, at its own expense and cost, the following insurance policies:

Commercial General Liability Insurance

Providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident; providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Project operations carried on in connection with this Contract; including coverage for Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.

Cross Liability Coverage

Coverage must include a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

Coverage must remain in force for the life of the Project and for a minimum of 12 months after substantial completion.

Professional Errors and Omissions Insurance

Coverage in the amount of \$1,500,000 per occurrence and in the aggregate, and must remain in force for the life of the Project and for 12 months after substantial completion.

Automobile Liability Insurance

Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including bodily injury, death or third party property damage resulting from any one accident or occurrence.

11.3 THE DISTRICT NAMED AS ADDITIONAL INSURED

The Commercial General Liability policy shall provide that the District is named as an Additional Insured thereunder and that said policy will be primary without any right of contribution from any insurance otherwise maintained by the District, with respect to claims arising out of the operations of the Contractor in any way related to the performance of the Works or Services.

11.4 CONTRACTOR'S SUBCONTRACTORS

The Contractor shall require each of its Subcontractors to provide comparable insurance to that set forth under Section 11.2 above. The Contractor shall ensure that all of its Subcontractors are informed of and comply with the District's requirements.

11.5 CERTIFICATES OF INSURANCE

The Contractor agrees to submit Certificates of Insurance, for itself and for all of its Sub- contractors to the District prior to commencing the Work or providing the Services. Such Certificates shall provide that 30 days' written notice shall be given to the District prior to any cancellations of any such policy or policies. The Contractor agrees to notify the District of any material changes to such policy or policies.

11.6 OTHER INSURANCE

After reviewing the Contractor's Certificates of Insurance, the District may require other insurance or alterations to any applicable insurance policies in force during the period of this Contract and will give notifications of such requirement. Such additional or alterations to insurance shall be at the sole expense of the Contractor.

11.7 ADDITIONAL INSURANCE

The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the District. The Contractor shall ensure that all of its Subcontractors are informed of and comply with the District's requirements.

11.8 INSURANCE COMPANIES

All insurance, which the Contractor is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

11.9 FAILURE TO PROVIDE

If the Contractor fails to do all or anything which is required of it with regard to insurance, the District may do all that is necessary to effect and maintain such insurance, and any monies expended by the District shall be repayable by and recovered from the Contractor. The Contractor expressly authorizes the District to deduct from any monies owing the Contractor, any monies owing by the Contractor to the District.

11.10 NON-PAYMENT OF LOSSES

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any Subcontractor shall not be held to waive or release the Contractor or Subcontractor from any of the provisions of the Insurance Requirements or this Contract, with respect to the liability of the Contractor otherwise. Any insurance deductible maintained by the Contractor or any Subcontractor under any of the insurance policies is solely for their account and any such amount incurred by the District will be recovered from the Contractor.

SCHEDULE 'A' – SCOPE OF WORK

1. The District of Summerland is requesting proposals from qualified suppliers for the supply of one (1) 2017 - 4 Door Custom 75' Aerial Apparatus (or equivalent) per the technical specifications set out in this RFP document. This Aerial Apparatus is to work within an altitude range of 1,575 feet above sea level.
2. The Quote price is to be FOB the District of Summerland, Fire Department, 10115 Jubilee Road West, Summerland, British Columbia, via road delivery by manufacturer's personnel unless otherwise indicated herein or agreed on in writing to the contrary, and to include all equipment as specified herein.
3. In order to keep the equipment on all vehicles compatible and interchangeable (in some cases), items have been identified for specific manufacturer's products that are not to be replaced with alternatives.
4. All equipment must be new, except that supplied by the District.
5. Details listed in Schedule 'B' – Proposal Submission Form are the minimum requirements. Please submit detailed information on your product. Include any OPTIONS that the District of Summerland may consider in assessing your proposal. Complete descriptive literature is to be submitted with and shall form part of the Contract documents.
6. Details of construction and materials, where not otherwise specified, are left to the discretion of the bidder who shall be solely responsible for the design and construction of all features.
7. Submission to include nearest parts and service branch, and the location of the plant where apparatus will be built.
8. A full explanation of the warranty and location where the warranty work is to be performed must be included. Terms of warranty are to be specified by the manufacturer.
9. Submission to include the time required to complete the construction and delivery of the Apparatus.
10. Terms of payment to be outlined in submission documents.
11. The work must conform to the requirements of CSA in all details, as well as the requirements of the Underwriters' Laboratories of Canada (ULC).
12. All specifications must meet Ministry of Transportation, WorkSafeBC and the BC Motor Vehicle Act regulations, and CAN/ULC S515-13-EN-EL Standard and the NFPA 1901 latest edition.
13. The apparatus and equipment shall comply with the Canadian Motor Vehicle Safety Standards and all Federal and Provincial Motor Apparatus laws that are applicable to the apparatus being used in British Columbia.

SCHEDULE B – PROPOSAL SUBMISSION FORM



RFP-2017-05 FIRE DEPARTMENT AERIAL APPARATUS

PROPOSAL SUBMISSION FORM

Complete and return this Proposal Submission Form
(Proposals will be received on or before 2:00 PM Local Time on Thursday, September 14, 2017)

PROPOSAL SUBMISSION INSTRUCTIONS

Two (2) printed originals and one (1) electronic copy in PDF format of a Proposal in an envelope plainly marked "2017-RFP-04 Fire Department Aerial Apparatus" may be hand delivered, couriered or mailed. Fax or e-mail submissions will NOT be accepted.

All submissions must be received prior to the closing date and time, to:

District of Summerland Municipal Hall
Box 159, 13211 Henry Avenue
Summerland, BC V0H 1Z0

Submitted by: _____

Company name

Address

City

Postal Code

Company Contact Name: _____ Phone #: _____

Company Contact e-mail address: _____

(see over for terms and signature requirements)

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the District of Summerland and any addenda issued in connection therewith. The Proponent undertakes and agrees that:

1.0 EXECUTION OF CONTRACT

If the offer contained in this Proposal is accepted, upon being advised that the Contract is available, the Proponent will obtain the Contract and will execute and identify the Contract in a form and manner acceptable to the District of Summerland and will deliver the same within 10 days from the time when the same are available or are delivered or mailed to the Proponent.

2.0 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

If awarded the contract, the Proponent shall supply these on the date set out in the Contract and shall complete the contract within the time specified in the Contract.

3.0 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the Contract, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any party in connection with the making of the proposal.

4.0 ACCEPTANCE OF PROPOSAL

The acceptance of the Proposal by the District shall be made only by the notice in writing from the Corporate Officer of the District, and will be addressed to the Contractor at the address given in this Form of Proposal; and if the Proposal Documents are so worded, the Proposal may be accepted in either whole or in part.

5.0 FAILURE OR DEFAULT OF PROPONENT

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this Proposal, the District, at its option may consider that the Proponent has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the District shall be null and void and the District shall be free to select an alternate solution of its choosing.

Executed at _____, in the Province of BC this _____ day of _____, 2017 under the seal of the Proponent as a specialty instrument.

NOTE: If the Proponent is a corporation, in addition to signature, affix corporate seal, if available. If a natural person makes the Proposal, the Proponent must sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and NOT incorporated, the members of the firm must sign below the firm.

(Corporate Name if Proponent is a Corporation)

Per: _____

Name must be typed or clearly printed

Per: _____



SCHEDULE C: BID SHEET AND SPECIFICATIONS

RFP-2017-05 FIRE DEPARTMENT AERIAL APPARATUS

CLOSING DATE AND TIME: Thursday, September 14, 2017 at 2:00pm

The undersigned Proponent has carefully examined the RFP for the equipment requested and will provide the equipment required. Prices in Canadian dollars, FOB Summerland Fire Hall.

This proposal is valid for _____ days and shall expire on _____.

Description	Extended Price
Fire Department Aerial Apparatus base price per RFP	
Environmental Taxes & Levies	
GST	
PST	
TOTAL	

NOTE: please include a delivery lead-time schedule with your submission. Vendors may be penalized, during evaluations, for late delivery when considering future purchases.

Delivery date: _____

COMPANY NAME: _____

ADDRESS: _____

_____ POSTAL CODE: _____

PHONE #: _____ EMAIL CONTACT: _____

FAX #: _____ DATE: _____

****SIGNATURE OF BIDDER:** _____

PRINT NAME: _____

****must be an official signatory of company**

AERIAL APPARATUS SPECIFICATIONS

1.0 General Instructions

- a. For each item in this RFP, the “Yes/No” column of the form must be completed. Proponent shall indicate “Yes” only where the equipment or service provided will fully comply with that item. If the mandatory criteria cannot be supplied, “No” shall be indicated and the “Specification/Variation” column must be completed with the specifics of the proposed alternatives. If necessary, the Proponent may also supply a separate document fully detailing the variation on a separate page, referring to the title and the item number.
- b. Where the RFP asks for information, the answer must appear in the “Specification/Variation” column.
- c. The Proponent shall specifically point out in the written RFP submission any circumstances where the minimum specification requirements may not be met. Submissions which do not meet specification may be disqualified.
- d. The specifications are to be considered as a minimum requirement and do not relieve the Proponent of the responsibility of supplying a complete fully functional unit, suitable for the service intended.

2.0 Specifications

2.1 General Requirements

DETAILED DESCRIPTION	YES	NO	SPECIFICATION / VARIATION
Submit two (2) sets of printed, completed specification documents, RFP forms, and attachments and one (1) electronic copy.			MANDATORY
Provide three (3) view drawings of the apparatus proposed. Drawings which are “For reference only” shall not be acceptable.			
The warranty coverage applicable to various components or assemblies shall be specified. Such warranty coverage to become effective from the date the apparatus is placed in service.			State warranty coverage:
RFP is based on a new apparatus. The apparatus and all accessory items shall be in current use in the fire service and have parts availability within a reasonable time/distance.			State parts/warranty dealer and location:
Supply two (2) sets of operator’s manuals.			
Supply two (2) sets of engineered drawings of the overall unit.			
One (1) set of repair manuals (hard copy, CD or web based) shall be provided for any additional equipment. Instructions shall include service, maintenance, repair and troubleshooting procedures.			
Perform 15-hour aerial servicing at Summerland Fire Department.			

State the after sales service and parts support provided.			
Apparatus shall comply with all applicable motor vehicle laws and regulations in effect in the province of British Columbia at the date of contract for purchase. The department prefers apparatus not requiring an overweight permit.			
Two (2) trips for two (2) firefighters to factory at pre-build and at completion. All expenses paid by Contractor.			

2.2 Training

DETAILED DESCRIPTION	YES	NO	SPECIFICATION / VARIATION
<p>Shall be responsible for providing operational and maintenance training for District of Summerland personnel at the Contractor's expense. The training shall be a minimum of three (3) days, conducted in Summerland, and shall include but not be limited to the following:</p> <ul style="list-style-type: none"> - Daily pre-trip inspection and basic maintenance requirements; - Familiarization and operation of all controls and systems; - New technologies and difference between current apparatus vs. new apparatus; - Demonstration of all apparatus operating systems; - Any other training/familiarization requirements specific to the new apparatus. 			

2.3 Chassis

DETAILED DESCRIPTION	YES	NO	SPECIFICATION / VARIATION
Custom Cab seating for six			
Extreme duty interior (price as an option)			
Minimum 450 HP complete with engine brake or equivalent			
West coast mirrors heated and electrically controlled by driver, or equivalent			
Electric window controls on all cab doors			
Motorola CDM1250 radio and antenna supplied and installed, or equivalent			
Insta-chains			
Air conditioning			

Bumper mounted air horns			
Kussmaul battery charger system			
Air shore line to maintain braking system			
Drivers seat to be air ride or electric (non SCBA)			
Five (5) SCBA seats HO Bostrom quick adjustment, or equivalent			
Cabinet in cab with roller door and lighting to carry various equipment			
Five (5) Survivor by Streamlight rechargeable flashlights with charger, mounted in cab			
Installation of Motorola radio gang charger, or compatible, in an easily accessible location in the cab			
Six (6) Sigtronics/Fire Comm radio intercom, or equivalent including six (6) headsets (price as an option) 1. Two (2) intercom/radio inter-connect in cab driver and officer 2. Four (4) intercom, not radio inter- connected rear cab 3. One (1) pump panel radio inter- connect plugin 4. One (1) turntable radio inter-connect plugin			
Alcoa aluminum tire rims, or equivalent			
Roll stability control (price as an option)			
Power in cab (110V and 12V shore power), three (3) 30 amp 12V boxes, one (1) 110V junction box, location to be determined. Provide (2) USB connections			
Multi-plex truck (price as an option)			
Electronic stability control (price as an option)			
Backup camera system installed in the cab that shall be supplied with the chassis. The camera shall be installed on the rear centre upper portion of the apparatus.			
Air bag restraint system			
Two (2) chrome plated tow eyes installed at the rear of the apparatus, above the rear step area.			
Provide finished dimensions.			Overall Width (including mirrors): _____
Provide finished dimensions.			Overall Height: _____ (max. height: 140")
Provide finished dimensions.			Overall Length: _____ (max. Length: 448")

Provide vehicle finished weight minus equipment.			Finished Weight: _____
The vehicle's top speed shall be 60 mph (100 km/h)			

2.4 Ladder

DETAILED DESCRIPTION	YES	NO	SPECIFICATION / VARIATION
Aerial ladder may be steel (state rust and corrosion protection) or aluminum. Minimum tip load 500lbs wet			
Tip creeper controls wireless option			
Soft controls on ladder/ cab crush protection / auto bed.			
Ladder bedding indicator			
Ladder rung lighting (LED strip lighting)			
Replaceable rescue ladder tip in the event of damage			
110 volt at tip of ladder			
Lighting at tip of ladder – two (2) 110V 500 watt powered by generator			
Monitor 1000 minimum IGPM complete with remote operations (preference Akron)			
One 2½" discharge complete with valve off monitor			
Pinnable waterway - state safety features to prevent flowing water when not pinned			
Mounted 14ft roof ladder/basket stretcher and spine board mount on ladder behind sign board			
Mount one (1) pike pole and one (1) axe top fly section			
Sign boards either side of ladder with Fire Department name			

2.5 Body

DETAILED DESCRIPTION	YES	NO	SPECIFICATION / VARIATION
Amdor roll up cabinet doors, or equivalent. Doors to be painted to match the chassis and body colour			
Magnetic door switches on equipment compartments			
Red/yellow chevron rear of truck			
LED strip lighting in cabinets (each side of cabinet)			

All compartments shall be "Sweep Out" design.			
Yellow epoxy coating to be applied to the interior surface of all compartments			
Vynagrip flooring to be provided on all compartment bottoms, shelves and trays, or equivalent.			
LED strip lighting (ground lighting)			
Body wiring harnesses to be protected in a raceway in the body with all connections sealed.			
Adjustable shelving (one per cabinet), four (4) to be sliders with 250lb capacity and one (1) tool board slide-out			
Minimum storage for five (5) SCBA cylinders			
Slide-out pump operator's platform			
Steel front bumper with red/yellow chevron			
Four (4) aluminum wheel chocks - L1 and R1 cabinet mounted			
NFPA compliant emergency LED lighting, preference Whelen			
Whelen Siren/PA combo 100 watt minimum			
Whelen Arrow stick LED			
12V scene lighting with two (2) mounted on cab and two (2) on side of body, preference Whelen 900 series			
Two (2) rear spot lights 12V on rear upper, preference Whelen 900 series			
Q2B siren complete with brake (provide as an option)			
8 kW Hydraulic PTO generator			
Hose bed capable of carrying 1000ft of 4" large diameter hose			
Two (2) transverse hose beds for 1¾" pre-connected hose line – 200ft in length			
One (1) transverse hose bed for 2½" pre-connected hose line – 200ft in length			
Hose bed for spare 400ft of 1¾" hose			
Hose bed for spare 600ft of 2½" hose			
Hose bed(s) and transverse pre-connects to be supplied with vinyl covers if appropriate			
NFPA complement of ground ladders and pike poles			
Water tank to be sized appropriately (as large as possible)			

Two (2) 110V generator powered plugs one either side near wheel well			
One (1) 110V generator powered plug rear cabinet of truck			
One (1) electric rewind cable reel with 200' of 10/4 cable, mounted rear passenger compartment			
Aluminum rub rail for body protection			
Magnet Anchor Plate for Nederman Exhaust System, mount on passenger side in front of tire			

2.6 Paint, Finish and Lettering

DETAILED DESCRIPTION	YES	NO	SPECIFICATION / VARIATION
Unit painted to match existing fleet including reflective striping (lettering supplied by manufacturer)			
All painted surfaces to be thoroughly sanded, cleaned and phosphatized in preparation for painting.			
Truck to be sanded and finish painted before mounting of body to ensure full coverage of paint to all cab and body surfaces. The paint colours and codes will be provided by the Summerland Fire Department at the pre-construction meeting.			
Reflective trim and lettering package shall be installed to the specifications of the Summerland Fire Department.			
A reflective "KEEP BACK 150 METRES" sign to be installed on the rear of the truck with 3" high letters minimum.			
Cabinet doors to be painted to match the chassis and body colour			
Canada flags above the left and right rear cab doors			

2.7 Pump

DETAILED DESCRIPTION	YES	NO	SPECIFICATION / VARIATION
Waterous or Hale pump minimum 1750 IGPM			
Pump heater and pan for cold weather operations			
Electric 5" piston intake, passenger side to 4" stortz			
Two (2) - 2 1/2" intakes on the driver side pump panel and on passenger side pump panel			
L.D. discharge right hand side 3" pipe to 4" stortz			
Four (4) – 2 1/2" discharge, two (2) on driver side pump panel and two (2) on passenger side panel			
One (1) – 2 1/2" rear discharge			
4" pipe to 4" stortz rear intake			
All intake and discharge valves to be manual operation valves, where permitted by NFPA and or ULC			

SCHEDULE 'D': REFERENCES

References in the format noted below must be provided. If there are special concerns or restrictions on the District's use of the reference, these concerns must be addressed in the submission.

- Description of the Work; Status of the Work (completed, in progress, on hold);
- Company name, contact name, contact phone number and email address;

Description of the Work:	
Status of the Work: (i.e. completed, in progress, on hold or other):	
Company Name:	Contact Name:
Contact Phone Number:	Contact e-mail address:

Description of the Work:	
Status of the Work: (i.e. completed, in progress, on hold or other):	
Company Name:	Contact Name:
Contact Phone Number:	Contact e-mail address:

Description of the Work:	
Status of the Work: (i.e. completed, in progress, on hold or other):	
Company Name:	Contact Name:
Contact Phone Number:	Contact e-mail address:

SCHEDULE 'E' – EVALUATION CRITERIA

1.0 EVALUATION CRITERIA MATRIX

The evaluation team will apply the following criteria to the RFP evaluation process:

Price shall mean quoted prices from a qualified RFP.

Ability to meet specifications and workmanship shall mean:

- a) The direct experience the District of Summerland has had with the Proponent / Manufacturer.
- b) Referenced by other municipalities on their experience with a Proponent / Manufacturer. A minimum of three (3) references will be required.

Training, orientation, knowledge and experience shall refer to:

- a) Ability to provide operational and maintenance training.
- b) Proponent’s experience and training certification.

Maintenance/Service/Repair/Warranty shall refer to:

- a) Parts – are parts readily available within BC, Canada, USA, or other.
- b) Is technical support readily available during regular business hours either by phone, email or internet.
- c) Consideration of types and length of warranty.

Delivery Date shall mean:

- a) The specified delivery date of the Aerial Apparatus from the confirmed date ordered.
- b) Delivery date will be weight based on a monthly basis.

Criteria	Weight	Score	Weight Key			
			Not Satisfied Score = 0	Somewhat Satisfied Score = 1	Satisfied Score = 2	Very Satisfied Score = 3
1. Price	30%					
2. Ability to meet specifications and quality workmanship	30%					
3. Training, orientation, knowledge and experience	20%					
4. Maintenance/ Service / Repair / Warranty and availability of parts	10%					
5. Delivery Schedule	10%					

Fire Department Aerial Apparatus

Reference Number: RFP-2017-05

THIS CONTRACT made in duplicate and entered into effective as of the ____ day of ____, 201__.

BETWEEN:

**The Corporation of the District of Summerland
Fire Department**
10115 Jubilee Road West, Box 159
Summerland, BC V0H 1Z0

(hereinafter referred to as the "District")

AND:

Name of Contractor
Address

(hereinafter referred to as the "Contractor")

NOW THIS CONTRACT WITNESSETH that in consideration of their mutual rights and obligations to one another as hereinafter set forth the parties hereto agree as follows:

1.0 Contract Description

The work for which this Contract pertains to is titled **Fire Department Aerial Apparatus** and hereinafter shall be referred to as the "Project".

2.0 Contract Documents

The Contract Documents, in order of precedence, for which this Contract pertains, are:

- Instructions to Proponents
- General Conditions
- Schedule 'A' – Scope of Work

- Schedule 'B' – Proposal Submission Form
- Schedule 'C' – Bid Sheet and Specifications
- Schedule 'E' – Evaluation Criteria

Where there is a conflict between the wording and interpretation of the Contract Documents the wording or interpretation contained in the Contract Document with the highest precedence shall apply.

3.0 Successors or Assigns

- 3.1 This Contract and the terms and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 3.2 Neither party shall assign this Contract, or any portion thereof, without the prior written consent of the other.

4.0 Applicable Laws

- 4.1 This Contract shall be governed by the laws of the Province of British Columbia.

5.0 Waiver

- 5.1 The waiver by the District of any breach of this Contract by the Contractor, shall not require, nor be construed to require, the District to waive any subsequent breach of the same condition, covenant, or obligation.

6.0 Entire Contract

- 6.1 This Contract constitutes the sole and entire Contract between the District and the Contractor relating to the Project and completely supersedes and abrogates any prior Contracts existing between the District and the Contractor whether written or oral.

7.0 Notification

- 7.1 All Notices shall be in writing.
- 7.2 Notices between the parties shall be considered to have been received by the addressee:
- on the date of delivery if delivered by hand to the individual or to a member of the company for whom they are intended;
 - within one working day if sent by email;
 - within five working days if sent by mail or fax.
- 7.3 Notices must be sent to the following addresses:

District of Summerland

Box 159, 13211 Henry Avenue

Summerland, BC V0H 1Z0

Telephone: (250) 494-6451

Fax: (250) 494-1415

Email: Kjones@summerland.ca

and

Contractor Name

Contractor address

Telephone

Fax

IN WITNESS WHEREOF the parties have executed this Contract on the day and year written above by their officers or persons duly authorized to execute on their behalf.

THE CORPORATION OF THE DISTRICT OF SUMMERLAND by its authorized signatories:

CONTRACTOR by its authorized signatories:
