



## **Request for Quote**

For

**District of Summerland Communications Design**

Request for Quote Number:

2017-04

Issue Date:

November 17, 2017

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# 1. INTRODUCTION

## 1.1 General

This Request for Quote (RFQ) is being issued by the District of Summerland (“the District”) who is soliciting Quotes from qualified Contractors (“the Contractor”) with a demonstrated expertise in this type of project.

The general scope of work to be considered under the terms of this RFQ is outlined in Schedule ‘A’ – Scope of Work.

The Contractor must demonstrate compliance with all applicable bylaws and regulations of the District and all applicable laws of the Province of British Columbia and the Government of Canada.

# 2. INSTRUCTIONS TO CONTRACTORS

## 2.1 Responsibility of Contractors

It is the responsibility of the contractor to check the District’s website for any addenda. Contractors must acknowledge receipt of all addenda in the quotation package.

## 2.2 Not a Tender

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

By this RFQ, the District reserves the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select and shortlist Contractors, or attempt to negotiate a Contract with the Contractor that the District considers the most preferable.

## 2.3 Local Conditions

It is the Contractor’s responsibility, either personally or through a representative, to examine the Project site to determine local conditions and all matters pertaining to the Work. The Contractor is fully responsible for obtaining all information necessary for the preparation of their Quote. By submitting a Quote, the Contractor is confirming that he has examined the Project site, or that he has specifically elected not to do so. No additional payment will be claimable or due because of difficulties experienced by the Contractor relating to any condition which was reasonably foreseeable by a Contractor qualified to undertake the Work.

## 2.4 Contract Documents

Contractors shall carefully examine the Contract Documents and shall fully inform themselves as to all existing conditions and any limitations that may affect the execution of the Work. No consideration will be given, after the submission of a Quote, to any claim that there was any misunderstanding with respect to the terms and conditions imposed by the Contract Documents.

## 2.5 Submission of Quotes

2.5.1 The Quote shall be submitted in a sealed envelope and directed to the attention of:

District of Summerland  
13211 Henry Ave,  
Summerland, BC V0H 1Z0

2.5.2 Quotes are to be submitted on or before **2:00 PST, Tuesday December 5** (the ‘Closing Time and Date’). Quotes received after the Closing Time and Date will not be considered and will be returned to the Contractor unopened.

- 2.5.3 The Quote shall be submitted on the attached Quote Form as outlined in Schedule 'B' and include:
1. the Contractor's legal status and business address;
  2. a description of similar work previously performed by the Contractor;
  3. list any proposed subcontractors;
  4. Lump Sum Rates for required and optional items;
  5. completed Schedule 'B' – Quote Form; and,
  6. signatures of a duly authorized official and, in the case of a Corporation, be sealed with the Corporate Seal.
- 2.5.4 The cover of the Quote envelope shall include the name and address of the Contractor, the **Request for Quote Number 2017-04**, and be clearly marked "**District of Summerland District of Summerland Communications Design**".
- 2.5.5 Written amendments to a Quote will be permitted if they are received no later than two hours prior to the Closing Date and Time and are endorsed by the same parties who signed and sealed the original Quote. All amendments shall include the name and address of the Contractor, the RFQ Number 2017-04, and be clearly marked "**District of Summerland Communications Design**".
- 2.5.6 Quotes submitted by facsimile or other electronic media will not be accepted.

## 2.6 Addenda

- 2.6.1 A Contractor must immediately notify the District if they find discrepancies or omissions in the Contract Documents or if they have any doubt as to the meaning or intent of any part of the Contract Documents.
- 2.6.2 Every request for an interpretation shall be made in writing and addressed and forwarded to:
- Andreas Boehm**  
Economic Development Project Manager ("the Project Manager")  
District of Summerland  
13211 Henry Ave, PO Box 159  
Summerland, BC V0H 1Z0  
[aboehm@summerland.ca](mailto:aboehm@summerland.ca) Fax: 250-494-1415
- 2.6.3 All responses to queries regarding this RFQ will be made in a form of a written addendum.
- 2.6.4 The District will not be responsible for or be bound by any verbal instructions, interpretations, or explanations issued by its officials, employees, agents, successors, or assigns.
- 2.6.5 All addenda will become a part of the Contract Documents. Contractors must acknowledge receipt of all addenda in their Quote.
- 2.6.6 Addendum will be uploaded to the District of Summerland's Bid Opportunities webpage every Friday prior to the Closing Time and Date and 48 hours prior to Closing Date.
- 2.6.7 Addenda may be issued up to 48 hours prior to the Closing Date and Time. After this time the RFQ will be considered complete and no further Addenda will be issued.
- 2.6.8 For emailed or faxed inquiries, the Contractor takes full responsibility for the risk that the inquiry may not reach the intended recipient.

## 2.7 Acceptance or Rejection of Quotes

- 2.7.1 The District reserves the right to:

- consider and analyze Quote submissions;
- meet with the Contractors, either individually or collectively, to discuss the RFQ and their submissions;
- negotiate any changes, amendments, or modifications with the preferred Contractor, without offering the other Contractors the right to amend their Quotes;
- cancel this RFQ at any time without incurring liability to any Contractor;
- reject any or all Quotes;
- accept any Quote whether complete or not;
- not accept the Quote with the lowest Contract Fee; and
- alter any aspects of this RFQ.

2.7.2 A Quote may be rejected for reasons that include, but are not limited to, the following:

- the District considers a Quote is not in the District's best interest;
- the District deems that the Contractor has not allotted sufficient staff or hours of work to perform the Work in accordance with the Contract Documents;
- incomplete, conditional, or non-compliant submissions;
- obscure or irregular erasures or alterations;
- omitted or unbalanced prices;
- insufficient or irregular guarantees;
- insufficient evidence of qualifications, experience, financial stability, or capacity to perform the Work; or
- sub-standard performance of similar Work.

2.7.3 The Project Manager will notify the successful Contractor through the issuance of a formal written 'Notice of Award'.

## **2.8 Validity Period**

Quotes shall remain valid and irrevocable for 30 days after the Closing Date and Time.



### 3. CONTRACT

#### District of Summerland Communications Design

Reference Number: 2017-04

**THIS CONTRACT** made in duplicate and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**BETWEEN:**

**The District of Summerland**  
Box 159, 13211 Henry Ave  
Summerland, BC V0H 1Z0

(hereinafter referred to as the "District")

**AND:**

(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 **District of Summerland Communications Design** 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 Contractors
- General Conditions
- Schedule 'A' – Scope of Work
- Schedule 'B' – Quote Form

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 ensure 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 Indemnification**

- 6.1 The Contractor shall indemnify and save harmless the District, its elected officials, officers, agents, servants and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them and the District, by reason of any act or omission of the Contractor, their agents, employees, or subcontractors in the execution of the Work and shall pay any and all legal or other costs incurred by the District as a result of such act or omission.
- 6.2 The Contractor hereby waives all rights of recourse against the District, its elected officials, officers, agents, servants and employees with regard to damage to the Contractor's property.

### **7.0 Entire Contract**

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

### **8.0 Notification**

- 8.1 All Notices shall be in writing.
- 8.2 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.

8.3 Notices must be sent to the following addresses:

the **District of Summerland** at

Economic Development  
13211 Henry Ave, Box 159  
Summerland, BC V0H 1Z0  
Telephone: (250) 494-6451  
Fax: (250) 494-1415

and **Contractor Name** at

**Contractor address**

**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.

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

\_\_\_\_\_  
  
\_\_\_\_\_

**CONTRACTOR** by its authorized signatories:

\_\_\_\_\_  
  
\_\_\_\_\_



## 4. GENERAL CONDITIONS

### 4.1 Definitions

In the Contract Documents, unless the context requires otherwise,

- a. **Contract Documents** means the documents outlined in Section 3 - Contract.
- b. **Contract Fee** means the lump sum rates as outlined in Schedule 'B' – Quote Form.
- c. **Contractor** means the individual, firm, co-partnership, or corporation retained by the District to perform the Work in accordance with the Contract Documents.
- d. **Contractor's Superintendent** means the Contractor's on site representative who is responsible on a daily basis to ensure the Work is completed in accordance with the Contract Documents.
- e. **CAO** means the Chief Administrative Officer, as appointed by the Council of the District, and his duly appointed representative.
- f. **District** means the Corporation of the District of Summerland.
- g. **District's Representative** means that person or persons appointed by the CAO to manage and administer the Contract.
- h. **Equipment** means anything and everything, except persons and material, used by the Contractor in the performance of the Work.
- i. **Person** means an individual, a body corporate, a firm, partnership, association, or any other legal entity or an employee or agent thereof.
- j. **Work** means all materials, labour, equipment, transportation, traffic control or other ancillary items required by the Contractor to complete the Work, in accordance with the Contract Documents.

### 4.2 Notice to Proceed

- 4.2.1 The CAO will issue a formal Notice to Proceed.
- 4.2.2 The Contractor must commence the Work on the date specified in the Notice to Proceed.

### 4.3 Changes to the Scope of Work

- 4.3.1 Where the District requests the Contractor to provide Work that the Contractor considers is not included in the original scope of work, the Contractor must notify the District that a change order will be required.
- 4.3.2 The District shall not be required to pay for any Work not included in the Scope of Work unless the District's Representative approves a Change Order prior to the Contractor performing the Work.

### 4.4 Payment

- 4.4.1 The Contract Fee shall be firm, expressed in Canadian currency, and shall be all inclusive for the Work. GST shall be in addition to the Contract Fee.
- 4.4.2 The District will pay the Contractor within 30 days from the date the Contractor submits an invoice for payment.
- 4.4.3 The District's Representative may request the Contractor to submit, at no cost to the District, with the final invoice, a Statutory Declaration or other proof, that there are no outstanding costs, assessments, liens, or claims against the Contractor or against the District's property arising out of or in connection with the Work.

### 4.5 Taxes, Tariffs, and Duties

- 4.5.1 The Contractor is responsible for all taxes, tariffs, and duties applicable to labour, Work and equipment and these taxes, tariffs, and duties shall be included in the Contract Fee. Notwithstanding, GST shall be billed as a separate item.

### 4.6 Payment Withheld

- 4.6.1 The District may withhold or nullify the whole or part of any payment to the extent necessary to protect themselves from loss due to one or more of the following:
  - a. the Contractor is not performing the Work to the satisfaction of the District's Representative;
  - b. defective Work is not being remedied;
  - c. there is an affidavit, claim of lien, or lien filed against the equipment on which the Work is done or is being done, or reasonable evidence of the probable filing of an affidavit, claim of lien, or lien;
  - d. the Contractor is failing to make prompt payments to anyone employed by the Contractor in connection with the Work; or
  - e. an unsatisfied claim exists for damages caused by the Contractor in connection with the Work.
- 4.6.2 Where subcontractors or suppliers of material are not receiving prompt payment, the District may deduct the amount of such payments from amounts otherwise due to the Contractor and will, if deducted, hold these funds in trust until such time as the Contractor has resolved the issue to the satisfaction of the CAO.

### 4.7 Wages and WorkSafeBC

- 4.7.1 The Contractor shall comply with the requirements of the British Columbia Employment Standards Act, the Workers Compensation Act, and all other applicable federal and provincial legislation regarding wages and labour regulations.
- 4.7.2 The Contractor shall, upon request by the District, provide proof of payment in good standing with WorkSafeBC.

#### **4.8 Permits**

4.8.1 The Contractor shall, at their own expense, procure all permits, certificates, and licenses required by law for the execution of the Work.

#### **4.9 Bankruptcy or Default by Contractor**

4.9.1 If the Contractor:

- is adjudged bankrupt; or
- makes a general assignment for the benefit of creditors due to insolvency; or
- has a receiver appointed because of his insolvency,

the District may, without prejudice to any other of the District's rights or remedies, give the Contractor, the receiver, or the trustee written notice and terminate the Contract.

4.9.2 If the Contractor fails to perform the Work in accordance with the Contract Documents, the District may provide written notice informing the Contractor that he is in default of his contractual obligations and instruct the Contractor to correct the default within five days, or such other longer specified time as outlined in the notice.

4.9.3 If the Contractor fails to correct the default within the time specified, the District may, without prejudice to any other of the District's rights or remedies,

- correct the default and deduct the District's direct costs from any payment owing to the Contractor or any security held by the District; and/or
- deduct any portion of the remaining Work from the Contract; or
- terminate the Contract.

#### **4.10 Dispute Resolution**

4.10.1 The CAO shall be the interpreter of the requirements of the Contract.

4.10.2 In the event of any Dispute, which shall be any disagreement or misunderstanding between the District and the Contractor after initial attempts at resolution, either party may provide the other with a written summary of the Contract question at issue and the redress sought.

Within fourteen calendar days of receipt of such communication the recipient shall acknowledge and respond in writing addressing all the issues raised in the initial communication or request a time extension.

4.10.3 If a party does not provide any written response to the written communication issued as per the foregoing, the communication will be deemed to have been accepted by the receiving party.

4.10.4 If there is an exchange of communication and issues remain unresolved, both parties shall:

- a. make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
- b. provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.

4.10.5 If the dispute cannot be settled within fourteen calendar days of the end of the above negotiations, or such other time period as agreed to by both parties, the dispute may be referred to and finally resolved by arbitration conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be in Summerland, B.C. unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.

4.10.6 The Contractor shall not delay any of the Work on account of or during any dispute, negotiation, or arbitration proceedings. The parties shall each bear their own costs throughout the process and the costs of a mediator or arbitrator shall be divided equally between the parties.

#### **4.11 Termination Notice**

A termination notice shall be in writing, delivered by registered mail, and specify the date the Contract will be terminated and the date the Contractor must vacate the place of Work. Termination notice must be a minimum of 30 days unless the termination is due to fraud, dishonesty, bankruptcy, default, or other significant issue that irrevocably damages the relationship between the District and the Contractor.

#### **4.12 Remedies**

4.12.1 On any early termination of the Contract by the District:

- a. The District shall pay to the Contractor the money owing to them under this Contract to the date of termination and upon such payment being made the District shall have no further obligation to the Contractor under this Contract; and
- b. If the Contractor's right to perform the Work is terminated in accordance with the provisions of the Contract, the District shall not be liable to the Contractor for any damage or loss, including economic loss, sustained, or suffered by the Contractor as a result of any action taken by the District.

# SCHEDULE 'A' – SCOPE OF WORK

## Overview

The District of Summerland is requesting quotes from qualified bidders for the **District of Summerland Communications Design** project. Individuals or groups with experience in creating Designs and Templates with a focus on developing improved client services are encouraged to provide a quote for review.

## Required Items

This initiative looks to unify District communications' standards while modernizing how information is communicated to key stakeholders including residents, businesses and visitors.

In working with District staff, the designer will develop a range of design concepts that fit with the District's current public facing look and appeal. Through standardization, the District should be able to improve the flow of information by reducing confusion associated to disjointed materials. The District aspires to have a single continuous communications process for all public facing information.

An example of communication needs that require design and development include:

- The District of Summerland Monthly Newsletter Template
- Templates for Brochures, Inserts and Educational Materials
- Development of Infographics that Outline Process or Showcase Results
- Online and editable PDF Application Forms
- Daily Public Facing Design Materials (email signatures, ppt presentations, letterheads, news releases and reports)

A District of Summerland staff member will work closely with the designer to develop a suite of Communication templates and designs. District Staff will review the work submitted by the designer and staff member and provide input for one round of revisions. A finalized version will be developed for use by District of Summerland staff only.

## Optional Items

The costs for the following work will not form part of the Scope of Work for the project. A change of scope will be requested if the following works are required.

1. Development of a Style Guide that outlines usage of any developed materials.

## Schedule

In order to move forward with the **District of Summerland Communications Design** project as soon as possible, the District requires the consultant to commence work with the District's key staff contact immediately upon award of this project.

## SCHEDULE 'B' – QUOTE FORM

The Contractor may provide information on a separate page if there is insufficient room on this page.

### Contractor Information

Contact:

Company Name:

Address:

### Description of Similar Work Previously Performed

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### List of Subcontractors

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

### Lump Sum Rates

The Contractor must provide a Lump Sum Rate for the items specified in Table 1. The lump sum rates shall be all inclusive and include, but not be limited to, all materials, labour, equipment and all applicable taxes and levies, excluding GST, required to complete the Project.

**Table 1 – Required Items**

Description of Work	TOTAL COST
1. Design of a suite of communication templates for: brochures (2 and 4 pages in length), informational items, reports, email signatures, letterheads and a newsletter.	
2. Design of <b>one</b> Infographic that demonstrates either District Process or User Actions required for District Services	
<b>Total Price (excluding GST)</b>	

**CONTRACTOR** by its authorized signatories:

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