



## REQUEST FOR QUOTATION

**RFQ-2018-07**

**4yd Top Dresser**

Issue Date: Friday, July 13, 2018

Deliver one (1) complete printed copy of the Quotation in a sealed envelope plainly marked "RFQ-2018-07 Top Dresser" or one (1) complete electronic copy of the Quotation with subject line clearly stating "RFQ-2018-07 Top Dresser" to:

Works & Utilities  
Attn: Maarten Stam  
District of Summerland  
PO Box 159  
9215 Cedar Avenue  
Summerland, BC, V0H 1Z0  
[worksandutilities@summerland.ca](mailto:worksandutilities@summerland.ca)

RFQ Closing Time: **2:00 pm PST**

RFQ Closing Date: **Thursday, July 26, 2018**

Quotes received after the Closing Time and Date will not be considered and Quotes will not be opened in public. The District cannot guarantee that emailed Quotes are received. If no reply email is received from the District confirming receipt of an emailed Quote, please contact the District to confirm receipt, or arrange to submit the Quote via alternate means before the Closing Date and Time.

It is the sole responsibility of the Bidder to check the District's website at [www.summerland.ca](http://www.summerland.ca) for any updated information and addenda issued before the closing Date and Time. The District's website is the only authorized website to obtain competitive bid documents for District of Summerland opportunities. The District of Summerland shall not be held responsible for our competitive bid documents that may be located on any other website.

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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 Suppliers (the Bidder) 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 Bidder 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 BIDDERS**

### **2.1. 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 Bidders, or attempt to negotiate a Contract with the Bidder that the District considers the most preferable.

### **2.2. Local Conditions**

The Bidders is fully responsible for obtaining all information necessary for the preparation of their Quote. No additional payment will be claimable or due because of difficulties experienced by the Bidders relating to any condition which was reasonably foreseeable by a Bidder qualified to undertake the Work.

### **2.3. Contract Documents**

Bidders 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.

### **2.4. Submission of Quotes**

- a. The Quote shall be submitted on the attached Quote Form as outlined in Schedule 'B' and include:
  - the Bidder's legal status and business address;
  - signatures of a duly authorized official and, in the case of a Corporation, be sealed with the Corporate Seal.
- b. The cover of the Quote shall include the name and address of the Bidder and be clearly marked "RFQ-2018-07 Top Dresser".
- c. Written amendments to a Quote will be permitted if they are received 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 Bidder and be clearly marked "RFQ-2018-07 Top Dresser".

- d. Bidders are advised that, except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Quotation and by submitting a bid each Bidder shall be deemed to have agreed that it has no claim.
- e. Bidders are advised to contact the District, as per item 2.5.b to discuss any questions or issues regarding this competition.
- f. The District will issue a written Notice of Removal to any Bidder whose submission is being removed from consideration for this competition.

A Bidder who wishes to dispute the Notice of Removal must submit a formal written appeal to the District of Summerland's Director of Works and Utilities within five (5) working days of the issuance of the Notice of Removal or before the Request for Quotation closing date and time, whichever is earliest.

The appeal must clearly state the reasons the Bidder feels their submission should be reinstated. Under this process, if the Bidder is not satisfied with the Director of Works and Utilities decision, then the appeal will be submitted to the Chief Administrative Officer who will make the final decision.

## **2.5. Addenda**

- a. A Bidder must immediately notify the District if they find discrepancies or omissions in the RFQ or if they have any doubt as to the meaning or intent of any part of the RFQ.
- b. Every request for an interpretation shall be made in writing and addressed and forwarded to:

Maarten Stam  
Manager of Works  
District of Summerland  
9215 Cedar Avenue, Box 159  
Summerland, BC, V0H 1Z0  
[mstam@summerland.ca](mailto:mstam@summerland.ca)

- c. All responses to queries regarding this RFQ will be made by the District in a form of a written addendum.
- d. 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.
- e. Addenda will be posted on the District of Summerland website at [www.summerland.ca](http://www.summerland.ca). It is the sole responsibility of the Bidder to check the District's website for any addenda issued before the Closing Date and Time.
- f. Bidders must acknowledge receipt of all addenda in their Quote.
- g. 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.

- h. For emailed inquiries, the Bidder takes full responsibility for the risk that the inquiry may not reach the intended recipient.

## **2.6. Acceptance or Rejection of Quotes**

- a. The District reserves the right to:
- consider and analyze Quote submissions;
  - meet with the Bidders, either individually or collectively, to discuss the RFQ and their submissions;
  - negotiate any changes, amendments, or modifications with the preferred Bidder, without offering the other Bidders the right to amend their Quotes;
  - cancel this RFQ at any time without incurring liability to any Bidder;
  - 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.
- b. A Quote may be rejected for reasons that include, but are not limited to, the following:
- the District considers a Quote not in the District's best interest;
  - 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
- c. Quotations shall be based on the specifications. Equivalent alternatives to products specified may be considered if full descriptive data on proposed alternatives is submitted with the Quotation. The District reserves the right to determine, at its sole discretion, whether the alternatives are equal to products specified.
- d. The District will notify the successful Bidder through the issuance of a formal Purchase Order.

## **2.7. Freedom of Information**

All documents, including bids, submitted to the District become the property of the District and are subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

## **2.8. Validity Period**

Quotes shall remain valid and irrevocable for sixty (60) days after the Closing Date and Time.

### 3. GENERAL CONDITIONS

#### 3.1. 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. **Supplier** means the individual, firm, co-partnership, or corporation retained by the District to perform the Work in accordance with the Contract Documents.
- d. **Supplier's Representative** means the Supplier's 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 Supplier 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 Supplier to complete the Work, in accordance with the Contract Documents.

#### 3.2. Changes to the Scope of Work

- a. Where the District requests the Supplier to provide Work that the Supplier considers is not included in the original scope of work, the Supplier must notify the District that a change order will be required.
- b. 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 Supplier performing the Work.

#### 3.3. Payment

- a. The Contract Fee shall be firm, expressed in Canadian currency, and shall be all inclusive for the Work to supply the equipment as described in a turnkey manner, including delivery, fees and all taxes except GST and PST. GST and applicable PST shall be in addition to the Contract Fee.

- b. The District will pay the Supplier within 30 days from the date the Supplier submits an invoice for payment.
- c. The District's Representative may request the Supplier 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 Supplier or against the District's property arising out of or in connection with the Work.

### **3.4. Taxes, Tariffs, and Duties**

The Supplier 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 and applicable PST shall be billed as a separate item.

### **3.5. Payment Withheld**

- a. 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:
  - the Supplier is not performing the Work to the satisfaction of the District's Representative;
  - defective Work is not being remedied;
  - 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;
  - the Supplier is failing to make prompt payments to anyone employed by the Supplier in connection with the Work; or
  - an unsatisfied claim exists for damages caused by the Supplier in connection with the Work.
- b. 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 Supplier and will, if deducted, hold these funds in trust until such time as the Supplier has resolved the issue to the satisfaction of the CAO.

### **3.6. Inspection of Work**

- a. The District's Representative may, at any time, enter into any place or premises where the Supplier is undertaking Work to inspect the Work and to ensure the Work is being performed in accordance with the Contract Documents.
- b. The District's Representative, upon written notice to the Supplier, has the authority to stop the Work or to order the Supplier to take remedial action where,
  - the Supplier is not performing the Work in accordance with the Contract Documents; or
  - he is of the opinion that there exists a danger to life or to property.The Supplier shall immediately obey the provisions of the notice and will not be entitled to any extra payment unless approved by a Change Order.
- c. The District is not required to make inspections. Inspections made by the District do not relieve or release the Supplier from being responsible for the supervision of its operations under this Contract, from making its own inspections, and for ensuring the Work is being performed in accordance with the Contract Documents.

- d. The District shall notify the bidder in writing within seven (7) days after delivery of the vehicle, whether such unit shall not be acceptable. Such notification will clearly itemize specific contract deviations in the event of non-acceptance. Non-compliance with the terms and specifications of the contract will be the only basis for non-acceptance. The vehicle shall be deemed to have been accepted once the District has put the vehicle into service.

### **3.7. Wages and WorkSafeBC**

- a. The Supplier 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.
- b. The Supplier shall, upon request by the District, provide proof of payment in good standing with WorkSafeBC.

### **3.8. Permits**

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

### **3.9. Bankruptcy or Default by Supplier**

- a. If the Supplier:
  - 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 Supplier, the receiver, or the trustee written notice and terminate the Contract.
- b. If the Supplier fails to perform the Work in accordance with the Contract Documents, the District may provide written notice informing the Supplier that he is in default of his contractual obligations and instruct the Supplier to correct the default within five days, or such other longer specified time as outlined in the notice.
- c. If the Supplier 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 Supplier or any security held by the District; and/or
  - deduct any portion of the remaining Work from the Contract; or
  - terminate the Contract.

### **3.10. Liability**

The District is not responsible for any risks of loss or damage to equipment supplied until the equipment is finally accepted by the District and is registered in the name of the District of Summerland within the Province of BC.

### **3.11. Dispute Resolution**

- a. The CAO shall be the interpreter of the requirements of the Contract.



- b. In the event of any Dispute, which shall be any disagreement or misunderstanding between the District and the Supplier 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.
- c. 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.
- d. If there is an exchange of communication and issues remain unresolved, both parties shall:
  - make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
  - provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.
- e. 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.
- f. The Supplier 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.

### **3.12. Termination Notice**

A termination notice shall be in writing, delivered by registered mail, and specify the date the Contract will be terminated. 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 Supplier.

### **3.13. Remedies**

On any early termination of the Contract by the District:

- The District shall pay to the Supplier 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 Supplier under this Contract; and
- If the Supplier's right to perform the Work is terminated in accordance with the provisions of the Contract, the District shall not be liable to the Supplier for any damage or loss, including economic loss, sustained, or suffered by the Supplier as a result of any action taken by the District.

## **SCHEDULE 'A' – SCOPE OF WORK**

The District of Summerland is requesting quotes from qualified suppliers for a Top Dresser with a hopper volume of 4 cubic yards, which is to be towed and powered by a 1991 Ford 5610 Tractor with 72HP, 62HP from the PTO @ 540 RPM and a towing capacity of 7408lbs at the drawbar.

The unit must have a standard road package that meets all legal requirements for operation on public roadways, including compliance with the latest editions of the Federal Government Motor Vehicle Safety Act, BC Motor Vehicle Act and WorkSafeBC Regulations.

The unit needs to be delivered FOB to:

District of Summerland  
Works and Utilities  
9215 Cedar Ave  
Summerland, BC  
V0H 1Z0

**SCHEDULE ‘B’ – QUOTE FORM**

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

**Bidder Information**

Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Lump Sum Rates**

The Bidder must provide a Lump Sum Rate for the items specified. Detailed specifications can be found in Schedule ‘C’. 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, required to complete the Work.

Item	Description	Unit	Quantity	Unit Price	Total Price
1	4yd Top Dresser	ls	1		
2	Battery Levy	ls			
3	Tire Levy	ls			
4	Any other fees, taxes or levies (specify):	ls			

Quoted Price..... \_\_\_\_\_  
GST ..... \_\_\_\_\_  
PST..... \_\_\_\_\_

**TOTAL QUOTED PRICE** \_\_\_\_\_

**Delivery Time**

Guaranteed delivery time from receipt of Purchase Order: \_\_\_\_\_ days

**Bidder** by its authorized signatories:

\_\_\_\_\_

## SCHEDULE 'C' – SPECIFICATIONS

<i>Specifications – Top Dresser</i>	Check (✓) if equipment complies to specification	If equipment does not comply, indicate Manufacturer's specifications of equipment offered
<b>Make and Model:</b>		
State the make and model of the equipment.		
<b>Year: 2018 or 2019</b>		
State the year of the equipment.		
<b>Warranty:</b>		
Minimum one year warranty. State warranty.		
<b>Maintenance:</b>		
Complete maintenance and service checklist for servicing.		
Two copies of operators manual.		
Electrical and hydraulic system schematics, wire number index.		
One complete service manual in hard copy and DVD.		
Complete parts list for servicing.		
<b>Top Dresser:</b>		
4 cubic yards hopper with washout ports.		
Hydraulically driven, self-aligning conveyor belt, capable to run in both directions.		
Hydraulically driven shredding drum.		
Adjustable hydraulic speed and direction.		
58" spreading width with spreading brush.		
Depth adjustable from 3/16" to 3".		
Quick clevis tow bar with vertical height adjustment.		
Turf tires.		
In-line hydraulic regulator assembly.		
Tongue mounted folding jack with wheel.		
PTO shaft to allow short turns.		



## SCHEDULE 'D' - **SAMPLE** CONTRACT

### 4yd Top Dresser

Reference Number: **RFQ-2018-07**

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

**BETWEEN:**

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

(hereinafter referred to as the "District")

**AND:**

**Supplier name**  
**Supplier address**

(hereinafter referred to as the "Supplier")

**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. **Contract Description**

The Work for which this Contract pertains to is titled **4yd Top Dresser** and hereinafter shall be referred to as the "Project".

#### 2. **Contract Documents**

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

- Instructions to Bidders
- General Conditions
- Schedule 'A' – Scope of Work
- Schedule 'B' – Quote Form
- Schedule 'C' – Specifications

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. **Successors or Assigns**

- a. 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.
- b. Neither party shall assign this Contract, or any portion thereof, without the prior written consent of the other.

#### **4. Applicable Laws**

This Contract shall be governed by all applicable bylaws and regulations of the District and all applicable laws of the Province of British Columbia and the Government of Canada.

#### **5. Waiver**

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

#### **6. Indemnification**

- a. The Supplier 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 Supplier, 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.
- b. The Supplier hereby waives all rights of recourse against the District, its elected officials, officers, agents, servants and employees with regard to damage to the Supplier's property.

#### **7. Entire Contract**

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

#### **8. Notification**

- a. All Notices shall be in writing.
- b. 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

c. Notices must be sent to the following addresses:

**The Corporation of the District of Summerland**

Box 159, 13211 Henry Avenue

Summerland, BC, V0H 1Z0

and

**Supplier Name**

**Supplier 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.

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

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**SUPPLIER** by its authorized signatories:

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