



REQUEST FOR QUOTATIONS

RFQ-2021-29

WASTEWATER TREATMENT PLANT UV DISINFECTION UPGRADE

RFQ ISSUE DATE: December 20, 2021

RFQ CLOSING DATE: January 17, 2022

RFQ CLOSING TIME: 14:00 PST

Quotations Submitted Only in Prescribed Manner

Quotations must be submitted in accordance with the submission instructions in Section 3.8. Quotations submitted in any other manner will be disqualified. Quotations received after the Closing Date and Time will not be considered.

Competitive Bid Documents

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 competitive bid documents that are located on any other website. Procurement documents are available for download at summerland.ca/bids.

Table of Contents

REQUEST FOR QUOTATIONS	1
RFQ ISSUE DATE: December 20, 2021.....	1
RFQ CLOSING DATE: January 17, 2022	1
RFQ CLOSING TIME: 14:00 PST	1
1. Introduction	6
1.1. Invitation to Respondents	6
1.2. District of Summerland	6
1.3. Background on SWWTP Ultraviolet (UV) System Upgrade	6
1.4. Definitions	7
2. Deliverables	8
2.1. Description of Deliverables	8
2.2. Term of Engagement.....	8
2.3. Budget.....	8
2.4. Innovation and Value-Added Services	8
2.5. Supplier Requirements	9
3. RFQ Process.....	9
3.1. RFQ Schedule.....	9
3.2. Site Meeting Details	10
3.3. Enquiries	10
3.4. Respondents to Review RFQ	10
3.5. All New Information by way of Addenda	10
3.6. Conflict of Interest	11
3.7. Qualifications.....	11
3.8. Submission of Quotations.....	11
3.9. Amendment or Withdrawal of a Quotation	11
3.10. Remedy Period	11
3.11. Clarification and Verification.....	11
4. Evaluation of Quotations & Award of Agreement	12
4.1. Stage I – Compliance Review.....	12
4.2. Stage II – Evaluation	12
4.3. Negotiations & Execution of an Agreement	12
5. Terms & Conditions of RFQ Process	13
5.1. Not a Tender Call	13

5.2.	No Obligation to Proceed	14
5.3.	Limitation of Liability	14
5.4.	Procedural Rights of the District	14
5.5.	Pricing	15
5.6.	Disqualification	15
5.7.	Best and Final Offer	16
5.8.	Quotations in English.....	16
5.9.	Only One Entity as Respondent	16
5.10.	Quotations to Contain All Content in Prescribed Forms	17
5.11.	Information in RFQ Only an Estimate.....	17
5.12.	Respondent Expenses.....	17
5.13.	Retention of Quotations	17
5.14.	Notification and Feedback to Unsuccessful Respondents.....	17
5.15.	Respondent Not to Communicate with Media	17
5.16.	Procurement Protest Procedure.....	18
5.17.	Conflict of Interest.....	18
5.18.	No Lobbying	18
5.19.	Illegal or Unethical Conduct	18
5.20.	Confidentiality of District Information.....	18
5.21.	Confidentiality of Respondent Information.....	18
5.22.	No Contract A and No Claims	19
5.23.	Governing Law and Trade Agreements.....	19
APPENDIX A – SWWTP UV SYSTEM		20
APPENDIX A – FORM OF AGREEMENT		26
1.	Agreement Title	26
2.	Definitions.....	26
3.	Performance of Services.....	28
5.	Order of Precedence	29
6.	Term	29
7.	Supplier Personnel.....	29
8.	Subcontractors.....	29
9.	Warranty as to Work.....	29
10.	Remuneration & Reimbursement	30
12.	Invoices & Payment.....	31

13.	Hold Back or Set Off	31
14.	Inspection of Work.....	32
15.	District's Representative	32
16.	Indemnity.....	32
18.	Workers Compensation, Occupational Safety & Employment Standards	32
19.	Permits	33
20.	Insurance Requirements	33
21.	Errors and Omissions	34
22.	Insurance Certificates	34
23.	District May Insure.....	34
24.	Performance Management Process.....	34
25.	Condonation Not a Waiver	35
26.	Dispute Resolution	35
27.	Bankruptcy or Default by Supplier	36
28.	Termination at District's Discretion.....	36
29.	Remedies.....	36
30.	Alternative Rights & Remedies	37
31.	Records	37
32.	Freedom of Information and Protection of Privacy Act.....	37
36.	Non-Exclusive Contract, Work Volumes	38
37.	Withholding Taxes	38
38.	Assignment.....	38
39.	Time of the Essence	39
40.	Force Majeure	39
41.	Notice.....	39
42.	Interpretation & Governing Law.....	40
43.	Binding on Successors	40
44.	Severability.....	40
45.	Entire Agreement.....	41
APPENDIX B – SUBMISSION FORM.....		42
1.	Respondent Details:	42
2.	Confirmation of Addenda Received:	42
3.	Subcontractors:	42
4.	Quotation.....	43

5. Certification & Acknowledgement of RFQ Process:43

6. Certification Signature:44

1. Introduction

1.1. Invitation to Respondents

This Request for Quotations ("RFQ") is an invitation by the District of Summerland (the "District") to prospective Respondents to submit non-binding Quotations for the completion of the Summerland Wastewater Treatment Plant (SWWTP) Ultraviolet (UV) System Upgrade (the "Project"), as further described in Section 2 - Deliverables (the "Deliverables").

1.2. District of Summerland

Nestled in the heart of the Okanagan Valley in Southern British Columbia, the District is a municipality of approximately 12,000 residents with an unparalleled blend of rural, agricultural and urban living. Summerland is a friendly town and is known for its beautiful beaches, scenic biking and hiking trails, mountains and vineyards, and agricultural backbone.

The District of Summerland is an authorized user of the Province of British Columbia's Corporate Supply Arrangements and is a member of several buying groups/group purchasing organizations, including Sourcwell, Kinetic GPO, and RMA Trade. The District may be eligible for discounted pricing through cooperative purchasing agreements arranged by these organizations. If a Respondent is able to offer discounted pricing through any of the aforementioned programs, that pricing should be made available to the District.

Further details on the District can be found at: <http://summerland.ca>

1.3. Background on SWWTP Ultraviolet (UV) System Upgrade

The District owns and operates the SWWTP, a biological nutrient removal (BNR) wastewater treatment plant which discharges disinfected effluent to Okanagan Lake. The treatment plant was built in 1998 with additions and upgrades in 2008 and 2018. The plant is required to meet stringent effluent quality requirements under its Operational Certificate.

The existing UV system at the SWWTP is more than 20 years old and is reaching the end of its service life. It is a Trojan UV3000 consisting of one (1) train with three (3) banks in series and a total of 192 bulbs and was sized for a peak flow of 10,000 m³/d, producing a final effluent below 50 CFU/100 mL faecal coliforms and allows consistent compliance of effluent requirements.

The three (3) banks can be automatically turned ON and OFF independently in response to flow variations. UV disinfection was designed to have one bank ON during low flow conditions, and the second and third banks ON at average and peak flows, respectively. However, to achieve effluent disinfection requirements, the UV system is currently always running all three (3) banks at full power, regardless of having low or peak flow conditions.

Refer to Appendix A for additional information, including photos of the current UV System.

1.4. Definitions

In this Request for Quotations, in addition to any words defined above,

“Addendum” and **“Addenda”** mean additional information or amendments to this RFQ, issued by the District.

“Agreement” means the written agreement between the District of Summerland and the successful Respondent resulting from this RFQ.

“Closing Date and Time” means the date and time that Quotations to this RFQ must be received.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFQ process, the Respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the District in the preparation of its Quotation that is not available to other Respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Respondent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

“Contact Person” means the person named in Section 3.2 – Enquiries.

“Deliverables” means the goods and/or services that the District seeks to be provided by the Supplier, as further defined in Section 2 – Deliverables.

“Must”, “Mandatory”, or “Required” means a requirement that must be met in order for a Quotation to receive consideration.

“Quotation” means a response submitted to this RFQ.

“Request for Quotations” or “RFQ” means this Request for Quotations and includes the documents listed in the index and any modifications thereof or additions thereto incorporated by addendum before the Closing Date and Time.

“Respondent” means a person or entity that submits a Quotation to this RFQ.

“Section” means the numbered section of the referenced part of this RFQ.

“Supplier” means the successful Respondent; the individual, firm, co-partnership, or corporation retained by the District to perform the Deliverables in accordance with the Agreement.

2. Deliverables

2.1. Description of Deliverables

The overall objective of the SWWTP Ultraviolet (UV) Upgrade Project is to upgrade the existing UV system.

Scope of work, includes but is not limited to:

- Selection of new UV system to directly replace the existing system;
- Removal, disposal, and installation of all UV equipment;
- Configuration based on design peak hour flow rate;
- Upgrade of control panel;
- Upgrade intensity monitoring; and
- Supply and installation of a new level control gate.

Installation Requirements:

- New UV reactors must remain in the existing channel;
- Must replace one bank at a time, two banks must remain operational at all times;
- Must maintain regulatory compliance with no disruption to UV treatment;
- Work to be performed during staff work hours; 6:00 am to 3:30 pm; and
- Operation of all UV systems must be confirmed at time of installation.

Respondent Requirements:

- Installation of UV System by qualified, experienced installers;
- Provide experience references of recent comparable installations; and
- Project completion by May 31, 2022.

2.2. Term of Engagement

The successful Respondent should be prepared to commence work immediately after the Agreement is executed.

2.3. Budget

The District is not disclosing a budget for the Deliverables as part of this RFQ process. Respondents should provide their required remuneration as part of their Quotation.

2.4. Innovation and Value-Added Services

Given the District’s objectives and the Respondent’s best practices experience, the Respondent may have additional project offerings that will ensure the overall short and long-term success of the District’s project as defined in this RFQ.

The Respondent may include ideas beyond the scope of the RFQ that provide added benefit to the District not specifically asked for in this RFQ and what the Respondent is prepared to supply and provide as part of the Agreement. Unless otherwise stated, it is understood that there will be no extra costs for these items; however, if the Respondent identifies any additional costs pertaining hereto, the summary and explanation of the value-added costs should be included and identified in the Fee Schedule.

2.5. Supplier Requirements

The Supplier shall provide the District with proof of the following prior to beginning work on this project:

- Proof of confined space and A Business License that allows the Supplier to perform work in Summerland (either a Summerland Business License or an Inter-Community/Mobile Business License from another Okanagan-Similkameen municipality).
- WorkSafe BC Clearance Letter addressed to the District of Summerland, indicating that account is active and in good standing, or the Supplier must provide proof of exempt status in the form of a status determination letter from WorkSafe BC. As the process to obtain a status determination letter may take some time, Respondents are urged to contact WorkSafe BC immediately if they do not have WorkSafe BC coverage.
- Commercial General Liability Insurance coverage in the amount of \$5,000,000 per occurrence as per the requirements detailed in Appendix A – Form of Agreement.
- Automobile Liability Insurance coverage in the amount of \$5,000,000 as per the requirements detailed in Appendix A – Form of Agreement.
- All-Risk Property Insurance coverage as per the requirements detailed in Appendix A – Form of Agreement.

For clarity, a Respondent is not required to be in possession of all of the above at the time of submitting a Quotation, but if they are the successful Respondent and invited to enter into an Agreement, they must be prepared to obtain the above and provide proof to the District.

3. RFQ Process

3.1. RFQ Schedule

This RFQ process will follow the schedule noted below and may be amended at the District's discretion through the issuance of an addendum to this RFQ.

Event:	Date:
Issue Date of this RFQ	December 17, 2021
Deadline for Questions	January 5, 2022
Anticipated Last Day to Issue Addenda	January 7, 2022
RFQ Closing Date and Time:	January 13, 2022 at 14:00 PST
Agreement Execution Date (estimated)	January 28, 2022

3.2. Site Meeting Details

No site meeting will be held for this RFQ. Respondents may schedule site visit with the District and should submit any questions they may have in accordance with Section 3.3.

3.3. Enquiries

The point of contact at the District of Summerland for any queries or questions related to this RFQ (RFQ Contact Person) is:

- Devon van der Meulen, Manager of Water Utilities
- Email: dvandermeulen@summerland.ca

Respondents should contact the RFQ Contact Person with any questions, in writing, by email only, prior to the Deadline for Questions noted in Section 3.1 – Timetable, below. This will allow the District, at its discretion, to issue addendum prior to the Anticipated Last Date to Issue Addenda. Questions received after the Deadline for Questions will be addressed if time permits.

Verbal discussion between District staff and a Respondent shall not become a part of the RFQ unless confirmed by a written Addendum. The District shall not be held responsible for any misunderstanding by the Respondent.

3.4. Respondents to Review RFQ

Respondents shall carefully review the RFQ documents immediately upon receipt of the RFQ and report any errors, omissions or ambiguities, and ask any questions that will further their understanding of the request. The Respondent is solely responsible to seek clarification from the District on any matter it considers to be unclear and Respondents are to rely on their own independent analysis in preparing a submission.

It is the Respondent's responsibility to determine if, as part of their evaluation of this assignment and the preparation of their Quotation, they need to request access to any information included in this RFQ. If there are any services that are not included in the Deliverables, but which the Respondent deems necessary to successfully complete this assignment, the Respondent should advise the RFQ Contract Person.

3.5. All New Information by way of Addenda

This RFQ may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the District may issue an Addendum in order to amend, clarify, or answer questions to this RFQ. Each Addendum will be issued at the same location and in the same manner as this RFQ document (i.e. on the District of Summerland website only at summerland.ca/bids).

Each Addendum will form an integral part of this RFQ. Respondents are solely responsible for checking for Addenda up until the Closing Date and Time. If the District deems it necessary to issue an Addendum after the Anticipated Last Day to Issue Addenda, as detailed in Section 3.1, then the District may extend the Closing Date and Time in order to provide Respondents with more time to complete their Quotation.

Respondents must confirm receipt of all Addenda on Appendix B – Submission Form, to be submitted as part of their Quotation.

3.6. Conflict of Interest

The Respondent shall not engage in any Conflict of Interest communications. Respondents should note that Quotations will not be evaluated if the Respondent's current or past corporate or other interest may, in the District's opinion, give rise to a conflict of interest in connection with the RFQ.

3.7. Qualifications

By submitting a Quotation, the Respondent is representing that it has the competence, qualifications, and relevant experience to carry out the work and will employ the same experienced staff to efficiently and safely perform the Deliverables.

3.8. Submission of Quotations

In order to be considered, Quotations must be submitted using BC Bid eBid electronic bid submission. Respondents are urged to contact BC Bid customer support as required in advance of submitting a response to ensure they are registered with BC Bid, have a BC Bid eBid subscription and eBid 'key', and are familiar with the eBid submission requirements and procedures. The District shall not be responsible for incomplete or misdirected Quotations due to electronic technical problems arising out of Respondent's use of BC Bid eBid submission.

Quotations submitted in any other manner will be disqualified.

Quotations must be received no later than the RFQ Closing Date and Time detailed in Section 3.1 above. It is solely the responsibility of the Respondent to ensure that the Quotation is received on time.

3.9. Amendment or Withdrawal of a Quotation

A Respondent may amend a Quotation at any time up until the RFQ Closing Date and Time by using the BC Bid eBid submission amendment functionality.

A Respondent may withdraw a Quotation that is already submitted at any time throughout the RFQ process by contacting the RFQ Contact Person or withdrawing their Quotation through BC Bid eBid.

3.10. Remedy Period

Notwithstanding the requirements for mandatory criteria and scored criteria, the District may, in its sole discretion, provide written notification to a Respondent that identifies any of the mandatory or recommended requirements not met and provides the Respondent with five (5) calendar days to remedy and supply the requirements. This option to remedy missing requirements shall be exercised at the absolute discretion of the District and does not apply to Quotations received after the Closing Date and Time.

3.11. Clarification and Verification

At any point in the evaluation process, the District may, at its sole option, request further details or clarification from the Respondent and/or third parties on aspects of a Quotation by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the District may use this information to reassess and/or re-score the Quotation according to the scored criteria.

Respondents should note that the District, in addition to any other remedies it may have at law or in equity, reserves the right to rescind any contract awarded to a Respondent in the event that the District determines that the Respondent made a misrepresentation or provided any inaccurate, misleading or incomplete information in its Quotation or during contract negotiations.

4. Evaluation of Quotations & Award of Agreement

The District will conduct the evaluation of Quotations and selection of a successful Respondent in accordance with the process detailed in this Section. Evaluation of Quotations will be by a Quotation Evaluation Committee. The District's intent is to enter into an Agreement with the Respondent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

4.1. Stage I – Compliance Review

Prior to the evaluation of Quotations, the District will review each Quotation to determine if it complies with the submission instructions and mandatory requirements provided in this RFQ. If, in the sole discretion of the District, a Quotation does not materially comply with the requirements set out in this RFQ and/or the District determines that there is a material or perceived conflict of interest, the Quotation will be disqualified from further consideration.

Quotations not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

Mandatory Criteria:	
1	The Quotation must be received by the Closing Date and Time, in accordance with the requirements of Section 3.1 – RFQ Timetable
2	The Quotation must be submitted in accordance with the requirements of Section 3.8 – Submission of Quotations
3	The Quotation must include the following completed forms: <ul style="list-style-type: none"> Appendix B – Submission Form

4.2. Stage II – Evaluation

Quotations that are deemed compliant after Stage I will be evaluated in Stage II.

Scored Criteria	Weighting (Points)
Pricing (Base Bid)	100

4.3. Negotiations & Execution of an Agreement

Neither the District nor any Respondent will be legally bound to provide or purchase the Deliverables until the execution of a written Agreement.

The District will invite the top ranked Respondent to enter into discussions with a view to concluding an Agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the District

and the selected Respondent. In no event will the District be required to offer any modified terms to any other Respondent prior to entering into an agreement with a Respondent and the District shall incur no liability to any other Respondent as a result of such negotiation or modifications. No Respondent shall have any rights against the District arising from such negotiations.

It is the intent of the District to ensure it has the flexibility it needs to arrive at a mutually acceptable Agreement. Negotiations may include, among other things:

- Clarifications or amendments to the scope of goods/services, plus any resulting price adjustments.
- Social and environmental aspects.
- Innovations.
- Amendments to the terms and conditions of the Form of Agreement (included as Appendix A), based on items submitted in the Quotation.

Quotations should remain valid for a period of sixty (60) days following the Closing Date and Time of this RFQ.

The District would seek to finalize an Agreement within 15 days of issuing an invitation to the Respondent to conclude an Agreement. If the District and the preferred Respondent cannot negotiate a successful Agreement within this time-period, the District may terminate negotiations with that Respondent and invite the next-highest-ranked Respondent to conclude an Agreement. The District may then continue this process until an Agreement is executed, or there are no further Respondents, or the District otherwise elects to cancel the RFQ process entirely. For clarity, the District may discontinue discussions with a Respondent if at any time the District is of the view that it will not be able to conclude an Agreement with that Respondent.

The District may rescind an award if the Respondent is unable to provide the adequate business and insurance documents, as requested under Section 2.5 – Supplier Requirements.

5. Terms & Conditions of RFQ Process

5.1. Not a Tender Call

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 made by the District.

By this RFQ, the District reserves itself the absolute and unfettered discretion to invite Quotations, consider and analyze submissions, select short-listed Respondents or attempt to negotiate an Agreement with the successful Respondent as the District considers desirable. Quotation submission by a Respondent and its subsequent receipt by the District does not represent a commitment on the part of the District to proceed further with any Respondent or project.

5.2. No Obligation to Proceed

Though the District fully intends, at this time, to proceed through the RFQ, the District is under no obligation to award an Agreement as a result of this RFQ. The receipt by the District of any information (including any submissions, ideas, plans, drawing, models or other materials communicated or exhibited by any intended Respondent 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 RFQ will continue, or that this RFQ process or any RFQ process will result in an Agreement with the District.

5.3. Limitation of Liability

No representation, warranty or undertaking, expressed or implied, is or will be made by, and no responsibility is or will be accepted by, the District in relation to this RFQ or the completeness or accuracy of any information presented in the RFQ.

5.4. Procedural Rights of the District

The District has the right, at its sole discretion, at any time, either before or after the Closing Date and Time, to:

- a) accept, reject, or disqualify any Quotation;
- b) determine whether a Quotation is in compliance with the RFQ or whether a failure to comply is material or not;
- c) if only one Quotation is received, elect to accept it, reject it, and/or re-issue the RFQ documents for re-bid without revising the existing RFQ documents;
- d) alter or amend any aspect of the RFQ;
- e) seek clarification or request further information or documentation from any or all Respondents, or from third parties;
- f) elect not to proceed with the RFQ;
- g) cancel this RFQ and subsequently call for new submissions for the subject matter of this RFQ (including any portion thereof);
- h) select one or more than one Respondent for the performance of all or any part of the goods and/or services that are the subject matter of the RFQ;
- i) decline to enter into an Agreement with any Respondent if the District is of the opinion that the Respondent submitted pricing that is too low to be sustainable and/or the successful provision of the Deliverables according to the RFQ would be in jeopardy; and,
- j) cancel its decision to enter into an agreement with any Respondent in the event of any material change with the respect to the Respondent's Quotation that has not been approved by the District;

in each case without any liability for costs, expenses or damages incurred or suffered by any Respondent or entity.

5.5. Pricing

Respondents shall deduct any applicable government discounts and quote firm net prices. All prices quoted shall be in Canadian funds, F.O.B. destination, freight and duty prepaid. The Supplier will pay for the full cost of any and all transportation of the goods from point of origin in any country to the specified District location, including, but not limited to, inland haulage, any and all customs clearance fees, duties, taxes, documentation charges, demurrage if any, port handling charges and any unloading fees. Supplier pays and bears freight charges, and the Supplier owns goods in transit and files any claims. The material delivered in response to District orders shall remain the property of the Supplier until a full physical inspection is made by the District and the material accepted to the satisfaction of the District. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging.

Where applicable, Respondents shall give both unit prices and extended totals. The District reserves the right to correct a patent computational or other mathematical error evident on the face of the bid, however, unit prices will not be adjusted. In the case of a discrepancy in computing the amount of a Quotation, the unit price will govern over extended totals.

While the pricing information provided in Quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation and ranking of the Quotations. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the District to enter into an agreement for the Deliverables.

The District may elect to evaluate pricing on the basis of the total cost of ownership. In using life cycle costing, factors such as the following may be considered: initial purchase pricing including shipping and handling, installation, training, warranties, duration of useful life and all reasonable operating costs (fuel/energy use, water use, routine maintenance, consumable supplies, parts and repairs), direct and indirect labour required, energy usage, environmental impact, social costs or benefits, disposal costs, transitional costs, residual value, etc. The District reserves the right to use those or other applicable criteria that, in its sole opinion, will most accurately estimate total cost of use and ownership.

5.6. Disqualification

The District may, at its sole discretion, disqualify a Quotation or cancel its decision to award to any Respondent under this RFQ process, at any time prior to or after the execution of an agreement, if:

- a) the Respondent or Quotation is not materially compliant with any part of this RFQ;
- b) the Respondent fails to cooperate in any attempt by the District to verify any information provided by the Respondent in its Quotation;
- c) the Quotation, in the opinion of the District, contains false, misleading, or misrepresented information;

- d) the Quotation, in the opinion of the District, reveals a real, foreseeable or perceivable conflict of interest;
- e) there is evidence that the Respondent, its employees, agents, suppliers, or representatives colluded with one or more other Respondents or any of its respective employees, agents, suppliers or representatives in the preparation or submission of Quotations;
- f) the Respondent has been responsible for significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the District or any other party;
- g) there is evidence professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Respondent;
- h) there is evidence that the Respondent was convicted of a criminal offence or other serious offences; or
- i) the Respondent has filed for bankruptcy.

5.7. Best and Final Offer

At its sole discretion, the District may provide Respondents with an opportunity to provide a Best and Final Offer (BAFO). The BAFO process represents an optional step in the Supplier selection process. BAFOs may be useful, for example, when no single response addresses all the specifications, when shortlisted Quotations are over budget, when two or more Respondents are tied or nearly tied (e.g. 1% apart or less) after the evaluation process, or when Respondents submitted responses that are unclear or deficient in one or more areas.

The District may restrict the number of Respondents invited to submit a BAFO or may offer the option to all Respondents. In either case, the District will provide the same information and the same submission requirements to all Respondents chosen to submit a BAFO. Respondents may be asked to review their offers, provide additional clarification to specific sections of the RFQ, or respond to an updated scope of Deliverables.

If a BAFO is requested, submitting a BAFO response is optional. Those choosing not to submit a BAFO should submit a written response notifying the District that their response remains as originally submitted.

A BAFO may be submitted only once and the terms of the BAFO will not identify either the current rank of any of the Respondents selected for a BAFO or the offers currently proposed.

5.8. Quotations in English

All Quotations are to be in the English language only.

5.9. Only One Entity as Respondent

The District will accept Quotations where more than one organization or individual is proposed to deliver the Deliverables, so long as the Quotation identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to

perform the Agreement if executed. The District will only enter into an Agreement with that one Respondent. Any other entity involved in delivering the Service should be listed as a subcontractor. The Respondent may include the subcontractor and its resources as part of the Quotation and the District will accept this, as presented in the Quotation, in order to perform the evaluation. All subcontractors to be used in the Service must be clearly identified in the Quotation.

5.10. Quotations to Contain All Content in Prescribed Forms

All information that Respondents wish to be evaluated must be contained within the submitted Quotation. Quotations should not reference external content in other documents or websites. The District may not consider any information that is not submitted within the Quotation or within the pre-prescribed forms set out in this RFQ.

5.11. Information in RFQ Only an Estimate

While the District has made every effort to ensure the accuracy of the information contained in this RFQ, the District makes no representations, warranties, or guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Deliverables. Respondents must obtain all information they deem necessary, including verification of quantities or measurements, in order to prepare a Quotation.

5.12. Respondent Expenses

Respondents are solely responsible for their own expenses in participating in this RFQ process, including costs in preparing a Quotation and for subsequent finalizations of an agreement with the District, if required. The District will not be liable to any Respondent for any claims, whether for costs, expenses, damages or losses incurred by the Respondent in preparing its Quotation, loss of anticipated profit in connection with any final Agreement, or any matter whatsoever, including any actual or alleged unfairness on the part of the District at any stage of the Request for Quotation process.

5.13. Retention of Quotations

All Quotations submitted to the District will not be returned and will be retained in accordance with the *Freedom of Information and Protection of Privacy Act*.

5.14. Notification and Feedback to Unsuccessful Respondents

At any time up until or after the execution of a written Agreement with the Supplier, the District may notify unsuccessful Respondents in writing that they have not been selected to conclude an Agreement. Unsuccessful Respondents may then request a debriefing with the District's RFQ Contact Person in order to obtain feedback on how their Quotation fared in the evaluation. Such requests for feedback should be made within 60 days of notification of the RFQ results to the unsuccessful Respondent. Details of feedback provided will be at the District's sole discretion in order to protect the confidentiality of other Respondents and the District's commercial interest.

5.15. Respondent Not to Communicate with Media

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

5.16. Procurement Protest Procedure

If a Respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact Person in accordance with any applicable procurement protest mechanisms. The notice must provide a detailed explanation of the Respondent's concerns with the procurement process or its outcome.

5.17. Conflict of Interest

All Respondents must disclose an actual or potential conflict of interest, as set out in Appendix B – Submission Form. The District may, at its sole discretion, disqualify any Respondent from this RFQ process, if it determines that the Respondent's conduct, situation, relationship (including relationships of the Respondent's employees and District employees) create or could be perceived to create a conflict of interest.

The District may rescind or terminate an Agreement entered into if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFQ process, as required under Appendix B – Submission Form.

5.18. No Lobbying

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

5.19. Illegal or Unethical Conduct

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

5.20. Confidentiality of District Information

Information pertaining to the District obtained by the Respondent as a result of participation in this RFQ process is confidential and must not be disclosed without written authorization from the District.

All Respondents and any other persons who, through this RFQ process, gains access to the District's confidential information, are required to keep all information strictly confidential, which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFQ process. This requirement will continue with respect to such information learned by the Supplier, if any, over the course of the Agreement.

5.21. Confidentiality of Respondent Information

Respondents should note that in accordance with the provisions of *Freedom of Information and Protection of Privacy Act* ("FOIPPA"), certain details of this RFQ and any executed Agreement may be made public, including the Supplier's name and total Agreement price. Respondents should be aware of and review the District's obligations

under *FOIPPA* and the District's limited ability to refuse to disclose third party information pursuant to section 21 of *FOIPPA*.

Respondents are advised that their Quotations or Agreement details may, as necessary, be disclosed on a confidential basis to advisers retained by the District to advise or assist with the RFQ process or other matters.

5.22. No Contract A and No Claims

This RFQ process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the District and any Respondent upon the submission of a Quotation in response to this RFQ. For extra clarity, both the Respondent and the District are free to cancel their participation in this RFQ process at any time up until the execution of a written Agreement for the Deliverables.

Without limiting the above paragraph, no Respondent shall have any claim whatsoever against the District for any damage or other loss resulting from a Respondent's participation in this RFQ, including where the District does not comply with any aspect of this RFQ and including any claim for loss of profits or Quotation preparation costs should the District not execute an Agreement with the Respondent for any reason whatsoever.

5.23. Governing Law and Trade Agreements

This RFQ is governed by the laws of the Province of British Columbia and any other agreements that exist between the Province of British Columbia and other jurisdictions.

APPENDIX A – SWWTP UV SYSTEM

The system is capable of dosing 6 to 50W-s/cm² to reduce the level of coliform to design level of less than 50 CFU/100 mL based on a 30-day geometric mean. The channel width is 610 mm and overall length is 12 m. A counterweighted pivoting flap gate maintains a water depth of 600 mm in the channel under all flow conditions to ensure that the lamps are submerged at all times.

Average day flows are currently approximately 2,000 m³/d, while maximum day flows seen over the past four years, have been up to about 4,000 m³/d. Based on the design peak flow of 10,000 m³/d the system is operating within the hydraulic design capacity. However, current system operations suggest the UV disinfection is not running efficiently since all three banks are on at all times, effectively eliminating redundancy from having 3 banks since the system is not operated as it was designed.

The SE pipe enters the UV facility through a 1000 mm wide channel before entering the 610 mm wide UV channel and passing through three UV banks. The invert elevation of the influent channel and UV channels is 346.44 m. The top of the channels is 348.50 m. Effluent then discharges into a channel with invert elevation of 345.84 m before discharging into a 600 mm diameter SE (final effluent) pipe at invert elevation 346.24 m which conveys effluent to the final discharge location. A WL drop of 0.35 m was estimated across a UV weir.

An ultraviolet (UV) disinfection system is used for disinfection of the final effluent by exposing bacteria and viruses to germicidal wavelengths of UV light, penetrating the cell walls of microorganisms and damaging the DNA causing microbial inactivation. A noted advantage of UV disinfection is the absence of chlorine residual and chlorination by-products in the effluent.

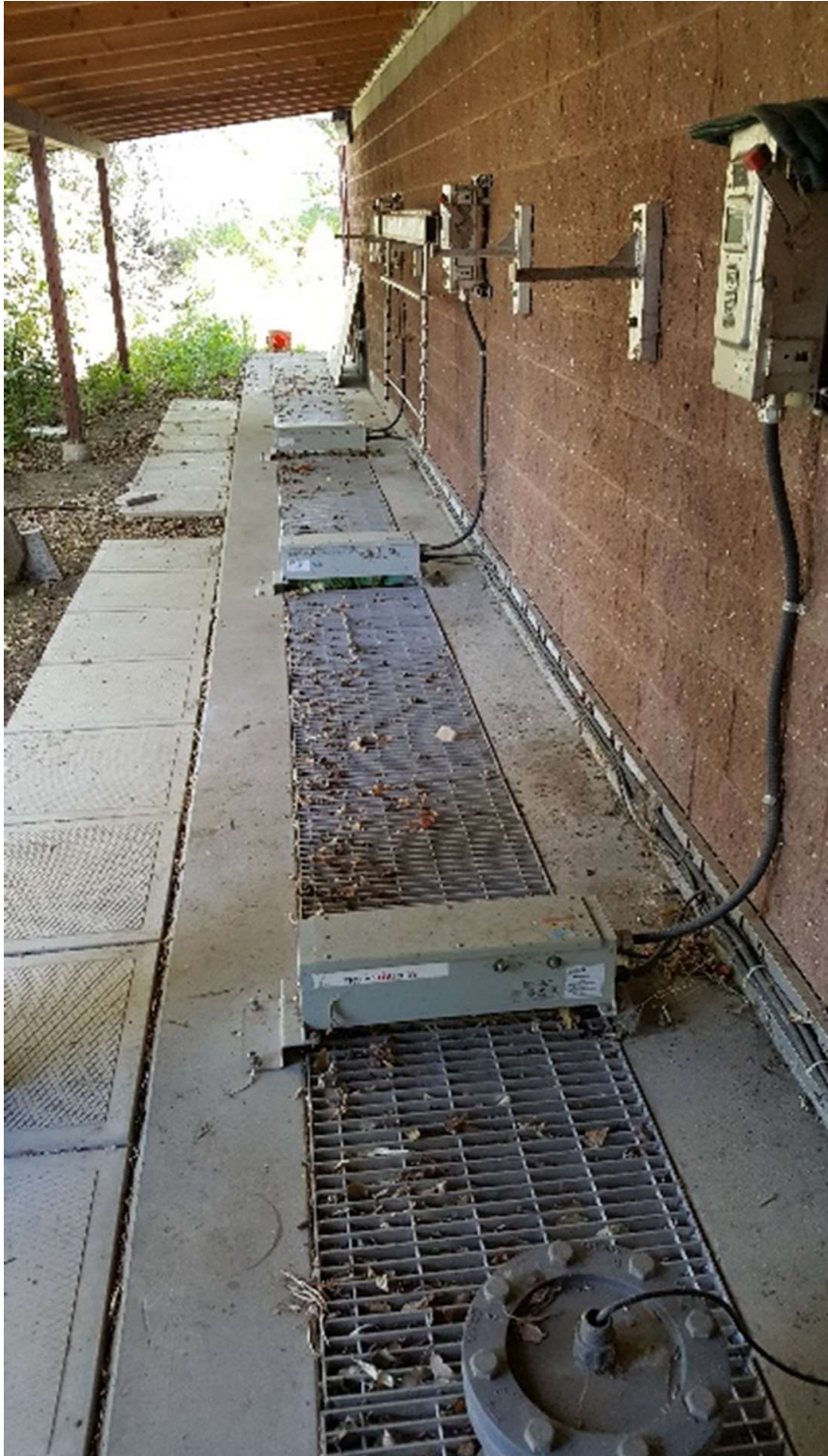
1. UV Bank



2. UV Channel Looking NW



3. UV Channel Looking SE



4. UV Totalizer



5. Level Control Gate



APPENDIX A – FORM OF AGREEMENT

AGREEMENT

AGREEMENT NUMBER: AGR-2021-XX
OUR FILE: 2240-XX

THIS AGREEMENT (the “**Agreement**”) is effective as of **[insert date], 2021** (“**Effective Date**”),

BETWEEN: **DISTRICT OF SUMMERLAND,**
a Municipal Corporation having its offices at:
PO Box 159, 13211 Henry Ave
Summerland, BC V0H 1Z0
(herein referred to as the “**District**”)

AND: **[INSERT SUPPLIER NAME]**
[insert Supplier address]
[insert Supplier address]
(herein referred to as the “**Supplier**”)

WHEREAS the District wishes to retain the Supplier to provide goods and/or services to the District.

WHEREAS the Supplier has the requisite expertise, ability and capacity to provide said goods and/or services to the District and wishes to provide same.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the parties hereto mutually agree as follows:

1. Agreement Title

The project to which this Agreement pertains is “**[Insert Title]**”.

2. Definitions

In this Agreement, in addition to the words defined above,

“**Authority**” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement; and

“**Authorities**” means all such authorities, agencies, bodies and departments.

“**Claims**” means all liability, claims, demands, losses, costs, damages, related expenses (including legal, expert and consultant fees), actions, causes of action, suits, or other proceedings by whoever made, sustained, brought or prosecuted; including for breaches of confidentiality or privacy or for third party bodily injury (including death), personal injury, or property damage, whether related to the provision of the Deliverables or otherwise relating to the Contract.

“Confidential Information” means all information of the District that is of a confidential nature, including all confidential information in the custody or control of the District regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Agreement.

“Contract” means this Contract, which is comprised of the following contract documents: (a) this Agreement, including any schedules attached at the time of execution, as may be amended, modified or supplemented from time to time by an amendment issued pursuant to this Contract; (b) the RFQ, including any addenda; and (c) the Supplier’s Quotation.

“Deliverables” means the services to be performed by the Supplier to complete the services as more particularly described in Schedule A – Deliverables hereto, which may only be amended as expressly provided for in the Contract.

“District Representative” means Choose an item. or such other person as the District may appoint in writing.

“Fees” means the applicable price, in Canadian funds, as set out in Schedule B, to be charged for the applicable Deliverables, as set out in Schedule A, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes, excluding GST and PST if applicable; (b) all labour and material costs; (c) all travel and carriage costs; (d) all insurance costs; and (e) all other overhead including any fees or other charges required by law;

“Indemnified Parties” means the District, and its elected officials, officers, employees, and agents.

“Performance Management Process” means the process used by the District to evaluate and rate the performance of the Supplier and other suppliers.

“Person” if the context allows, includes any individuals, persons, body corporate, firms, partnerships, corporations or any other legal entity, or any combination thereof.

“Personnel” means any individuals identified by name in the Supplier’s Quotation and any individuals employed or otherwise engaged by the Supplier to perform the Deliverables with the prior consent of the District.

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Agreement or the Deliverables or any part of them.

“RFQ” means the Request for Quotation RFQ-####-## - [insert title], issued by the District on Click or tap to enter a date..

“Quotation” means the Supplier’s written quotation, dated Click or tap to enter a date., provided to the District in response to the RFQ.

“Standards” means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the

Deliverables, as they are in force from time to time or in the latest current version, as the case may be.

“Work” means any task or tasks to be undertaken by the Supplier to complete the Deliverables.

3. Performance of Services

- a) The Supplier shall provide the Deliverables in accordance with the terms of this Agreement.
- b) The Supplier shall diligently and carefully perform the Deliverables required hereunder in a manner consistent with prudent industry Standards.
- c) The Supplier shall furnish all skills, labour, supervision, materials, equipment and supplies necessary thereof and, if permitted to subcontract, shall be fully responsible for all work and services performed by subcontractors.
- d) The Supplier shall perform all Work in substantial compliance with Supplier's safety procedures and those of the District site safety procedures the Supplier has been instructed to follow and been provided copies of in writing prior reasonably in advance of provision of Work to that site, where the same do not conflict with applicable law.
- e) The Supplier shall interfere minimally with the District's operations or that of other suppliers.
- f) Upon completion of the Work, the Supplier shall leave the work site clear of any tools, equipment, and rubbish.
- g) The Supplier shall not, without prior written authorization of the District, make any alterations or substitutions in the Work, or perform extra work. The Supplier is not entitled to any payment for unauthorized work.
- h) The Supplier shall comply with any orders from the Public Health Officer of the Government of British Columbia and any other orders from any other areas of government. The Supplier must ensure that employees and subcontractors do not visit the site if they are feeling sick or should otherwise be required to self-quarantine. The Supplier shall take measures to ensure physical distancing, as required, to reduce potential transmission of communicable diseases.
- i) The Supplier shall comply with all Requirements of Law during the performance of the Deliverables.

4. Changes to Contract by Written Amendment Only

The District may modify elements of the project scope where these modifications are in the best interests of the District. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The District will ensure the Supplier is paid all eligible Fees for Work completed to the date of any proposed modification.

Where the District requests the Supplier to provide work that the Supplier considers is not included in the original scope of the Deliverables, the Supplier must notify the District that an amendment will be required.

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. The District shall not be required to pay for any work not included in the Deliverables unless the District approves an amendment.

Where unanticipated delays occur (for any reason) that impact (delay) aspects of the Supplier's work program, the Supplier shall not seek compensation for said delays.

5. Order of Precedence

In the event of a conflict or inconsistency in any provisions in the Contract: (a) the main body of the Agreement shall govern over the Schedules to the Agreement; (b) the Agreement (including its Schedules) shall govern over the RFQ and the Quotation; and (c) the RFQ shall govern over the Quotation; and (d) any amendments to the Contract or amendments issued hereunder shall have the same order of precedence as the document they amend.

6. Term

This Agreement shall commence on the Effective Date. The Agreement shall be substantially complete by **MMMM DD, 2021**, unless the Agreement is extended through a written amendment signed by both parties, or terminated early in accordance with the provisions of the Agreement. The District shall not unreasonably withhold its consent to extend the agreement due to poor weather conditions.

This Agreement shall expire on total completion of the Deliverables, which is to be no later than **MMMM DD, 2021**, unless the Agreement is terminated early in accordance with the provisions of the Agreement.

7. Supplier Personnel

The Supplier will perform the Deliverables using only the Personnel named in the Supplier's Quotation, unless otherwise approved in writing by the District Representative.

8. Subcontractors

If wishing to subcontract a portion of the Work, Supplier must be prepared to submit a list of potential subcontractors for approval by the District prior to the commencement of the Work. The District has the right, without any liability to the District, to reject any proposed subcontractor and to require the Supplier to substitute another subcontractor that is acceptable to the District. Subcontractors approved by the District shall not be changed without the written consent of the District.

The Supplier is responsible for supervising and coordinating all Deliverables delegated to its subcontractor(s) and for the proper execution of the Deliverables.

9. Warranty as to Work

The Supplier hereby represents and warrants that the Deliverables shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with: (a) the Agreement; (b) applicable Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the District, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the District in a rectification notice. The Supplier shall be responsible to the District for the acts and omissions of the Supplier's Personnel.

The Supplier represents and warrants to the District that any warranties related to this Agreement that it will obtain or has obtained from the Supplier's Subcontractor(s) or any person shall pass through for the sole benefit of the District and its Personnel. The Supplier shall ensure that it shall take all actions as may be required by the District to enforce any such warranties for the sole benefit of the District and its representatives.

Without limitation to any additional warranties provided by the Supplier, the Supplier warrants that:

- (a) all Work, including goods or equipment installed, shall be of merchantable quality and free from defects in workmanship and materials;
- (b) all Work shall strictly conform to applicable samples, specifications and drawings;
- (c) all Work shall be fit for the purpose intended for the District;
- (d) all Work shall be free and clear of all liens, charges and encumbrances;
- (e) the Work must comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies;
- (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and,
- (g) the Work must comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of the purchase order or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Deliverables by the District. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material is discovered in the Deliverables provided by the Supplier, or if the work does not conform to the terms and conditions of this Agreement, the District may at its option:

- (a) require the Supplier to promptly replace, redesign or correct the defective or non-conforming work at no expense to the District, or
- (b) the District may replace or correct the defective work and charge the Supplier with the expenses incurred by the District.

The Supplier agrees to indemnify and save harmless the District, its elected officials, officers, employees, and agents from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Supplier hereunder.

All costs for the repair of the work during the warranty term of this Agreement shall be paid for by the Supplier.

Warranty on any consignment inventory shall commence upon physical installation.

This Section shall survive any termination or expiry of the Contract.

10. Remuneration & Reimbursement

The District shall pay the Supplier for the performance of the Deliverables in accordance with Schedule B – Fees.

11. Taxes

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 Fees. Notwithstanding, GST and applicable PST shall be billed as a separate item.

12. Invoices & Payment

Not more than once each month, the Supplier may deliver an invoice to the District, in respect of the immediately preceding month, setting out a portion of the Fees claimed for work performed in that preceding month, in accordance with the breakdown in the Supplier's Quotation. Each invoice should show:

- (a) the agreement title;
- (b) purchase order and/or agreement number;
- (c) a description of the services provided;
- (d) the percentage of the Deliverables that are being invoiced, where applicable;
- (e) the percentage of the Deliverables that are complete (i.e. including previous billings), where applicable;
- (f) the total contract value; and
- (g) the amount of GST applicable.

The District shall, to the extent the District is satisfied the billing is for Work satisfactorily performed by the Supplier, pay the Supplier the portion of the Fees claimed on any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the District.

Invoices are to be submitted to:
District of Summerland
13211 Henry Avenue, Box 159
Summerland, BC V0H 1Z0
Attention: Choose an item.
Email: Choose an item.

13. Hold Back or Set Off

Notwithstanding the invoicing process detailed in Section 12, the District may hold back payment or set off against payment if, in the opinion of the District acting reasonably, the Supplier has failed to comply with any requirements of the Agreement, including:

- (a) the Supplier is not performing the Deliverables or has failed to comply with any requirements of the Agreement to the satisfaction of the District;
- (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 Supplier is failing to make prompt payments to anyone employed by the Supplier in connection with the Deliverables; or
- (e) an unsatisfied claim exists for damages caused by the Supplier in connection with the Deliverables.

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 District.

14. Inspection of Work

The District's Representative may, at any time, enter into any place or premises where the Supplier is undertaking the Work to inspect and ensure that the Work is being performed in accordance with the Contract documents. Refer also to Schedule A – Scope of Work.

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 requirements; or the District's Representative 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.

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 Agreement, from making its own inspections, and for ensuring the Work is being performed in accordance with the requirements.

15. District's Representative

The District appoints the District Representative as the only person authorized by the District to communicate with the Supplier in respect of this Agreement. The District shall not be bound to the Supplier by communication from any person other than the District Representative or their delegate.

16. Indemnity

The Supplier shall defend, indemnify, and hold harmless, the Indemnified Parties, from and against all Claims arising out of, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its employees, subcontractors or agents, connected with the performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier's obligations under this section shall survive the expiry or earlier termination of this Agreement.

17. Limitation of Liability

The Supplier agrees that the Indemnified Parties shall not be liable for any property damage, bodily injury (including death) or personal injury to the Supplier or for any proceeding by any third party against the Supplier arising in the course of the performance of the Supplier's obligations under this Agreement or arising otherwise in connection with this Agreement, except to the extent the damage or injury is caused by the negligence or wilful misconduct of any of the Indemnified Parties.

18. Workers Compensation, Occupational Safety & Employment Standards

The Supplier shall, at all times, in providing the Deliverables and otherwise performing its obligations under this Agreement, comply with the requirements of the *Employment Standards Act* (British Columbia), the *Workers Compensation Act* (British Columbia), and all other applicable federal and provincial legislation regarding wages and labour regulations, including the Occupational Health and Safety Regulation. The Supplier shall ensure compliance by its subcontractors, workers, and suppliers.

The Supplier shall, upon request from the District, provide evidence of any required registration under the Acts and evidence of compliance with any requirement under that Act to make any payments or pay assessment.

The Supplier shall provide the District with a WorkSafe BC Clearance Letter addressed to the District of Summerland that indicates that their account is active and in good standing, or the Supplier must proof of exempt status in the form a status determination letter from WorkSafe BC indicating that coverage is not required.

19. Permits

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

20. Insurance Requirements

The Supplier shall obtain and maintain Commercial General Liability insurance during the term of this Agreement that provides coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Deliverables, in an amount not less than \$5,000,000 per occurrence, or in such a greater amount as may be required by the District Representative from time to time, acting reasonably.

The insurance shall:

- (a) name the Corporation of the District of Summerland, its officials, officers, employees, servants, and agents as "Additional Insured";
- (b) include that the District is protected notwithstanding any act, neglect or misrepresentation by the Supplier which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributory with respect to any policies carried by the District and shall provide that any coverage carried by the District is in excess coverage;
- (e) not be cancelled or materially changed without the insurer providing the District with 30 days written notice stating when such cancellation or change is to be effective;
- (f) be maintained for a minimum period of 12 months;
- (g) not include a deductible greater than \$5,000.00 per occurrence;
- (h) extended to cover the Supplier's Blanket Contractual Liability;
- (i) include a cross liability clause; and,
- (j) be on other terms acceptable to the District Representative, acting reasonably.

If using a vehicle to provide the Deliverables, the Supplier shall obtain and maintain during the term of this Agreement Automobile Liability insurance with an inclusive third-

party liability limit of not less than \$5,000,000 per occurrence. All vehicles owned, leased or not owned but operated by or on behalf of the insured must be covered by either Automobile or Commercial General Liability Insurance.

The Supplier shall provide and maintain All Risk Property Insurance covering the Supplier's property of every description containing a Waiver of Subrogation.

The Supplier shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the District.

21. Errors and Omissions

The Supplier accepts responsibility for the acts and omissions of all employees of their project team, subcontractors and subconsultants it may engage in rendering the service on the project.

22. Insurance Certificates

The Supplier shall provide the District with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the District.

23. District May Insure

If the Supplier fails to insure as required, the District may effect the insurance in the name and at the expense of the Supplier and the Supplier shall promptly repay the District all costs incurred by the District in doing so. For clarity, the District has no obligation to effect such insurance.

24. Performance Management Process

The Supplier agrees to participate in, and comply with the terms of, the Performance Management Process. The Supplier acknowledges that the Performance Management Process may be changed from time to time by the District at the District's sole discretion. Without limiting the foregoing, the Supplier acknowledges and agrees:

- (a) to respond to requests from the District for information or feedback arising out of or about the Performance Management Process, within a reasonable time frame as specified in the request (or in the absence of a time frame, within a reasonable period of time);
- (b) to meet with the District, whether remotely or in person, at no charge to the District, to discuss performance and other evaluations or any other issues arising out of or about the Performance Management Process;
- (c) that performance ratings, performance feedback and other information about the Supplier and its Personnel gathered or obtained through the Performance Management Process may be made available to the government of British Columbia and other municipal or regional governments, may be used by the District or the British Columbia government or any other local government, to inform other procurement evaluation processes, whether or not related to this Agreement; and
- (d) in addition to and without limiting any provision, statutory or otherwise, that protects employees or other personnel of the District from actions or proceedings for damages, the Supplier agrees that no action or proceeding for damages may

be brought against any personnel of the District for any acts done in good faith in connection with the Performance Management Process or for any alleged neglect or default in the execution in good faith of the District's duty as it relates to the Performance Management Process.

This Section shall survive any termination or expiry of the Agreement.

25. Condonation Not a Waiver

Any failure by the District to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Agreement shall not be construed as a waiver by the District of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

26. Dispute Resolution

The District's Manager of Procurement & Contract Administration shall be the interpreter of the requirements of the Agreement.

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 Agreement 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.

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.

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.

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, BC, unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.

The Supplier shall not delay any the Deliverables 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.

27. Bankruptcy or Default by Supplier

If the Supplier:

- (a) is adjudged bankrupt; or
- (b) makes a general assignment for the benefit of creditors due to insolvency;
- (c) has a receiver appointed because of his insolvency;
- (d) an order is made or resolution passed for the winding up or dissolution of the Supplier; or
- (e) the Supplier takes the benefit of any enactment relating to bankrupt or insolvent debtors;

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 Agreement.

If the Supplier fails to perform the Deliverables in accordance with the Agreement Documents, the District may provide written notice informing the Supplier that it is in default of its contractual obligations and instruct the Supplier to correct the default within five (5) days, or such other longer specified time as outlined in the notice.

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,

- (a) 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
- (b) deduct any portion of the remaining Deliverables from the Agreement; and/or
- (c) terminate the Agreement.

Without limiting any other right or remedy available to the District, if the District terminates part or all of the Deliverables under this section, the District may arrange, upon such terms and conditions and in such manner as the District considers appropriate, for performance of all or any part of the Deliverables remaining to be completed, and the Supplier shall be liable to the District for any expenses reasonably and necessarily incurred by the District in engaging the services of another person to perform those Deliverables (including the amount by which the fees, disbursements and other costs payable by the District exceed the Fees that would have been payable to the Supplier for completion of the Deliverables under this Agreement). The District may set off against, and withhold from amounts due to the Supplier, such amounts as the District estimates shall be required to cover the District's costs of correcting any breaches of the Supplier's obligations under this Agreement and to be incurred by the District to complete all or any part of the Deliverables.

28. Termination at District's Discretion

Without prejudice to any right or remedy to which the District may be entitled, the District may at any time and in its sole discretion and without reason, terminate this Agreement upon 10 days' notice to the Supplier.

29. Remedies

On any early termination of the Agreement by the District:

- (a) The Supplier shall be entitled to be paid for all Work satisfactorily performed by the Supplier up to the date of such termination in accordance with this Agreement and

upon such payment being made the District shall have no further obligation to the Supplier under this Agreement; and

- (b) If the Supplier's right to perform the Deliverables is terminated in accordance with the provisions of the Agreement, the Supplier is not entitled to, and irrevocably waives and releases the District from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

30. Alternative Rights & Remedies

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

31. Records

The Supplier:

- (a) shall keep proper accounts and records of its performance of the Deliverables, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the District, which may make copies and take extracts from the accounts and records;
- (b) shall keep reasonably detailed records of performance of the Deliverables, which shall at all reasonable times be open to inspection by the District, which may make copies and take extracts from the records;
- (c) shall afford facilities and access to accounts and records for audit and inspection by the District and shall furnish the District with such information as the District may from time to time require regarding those documents; and
- (d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Deliverables, expiry of this Agreement or termination of this Agreement, whichever applies.

32. Freedom of Information and Protection of Privacy Act

The District is subject to the Province of British Columbia's *Freedom of Information and Protection of Privacy Act* (FOIPPA). The Supplier should be aware of and review the District's obligations under FOIPPA and the District's limited ability to refuse to disclose third party information pursuant to Section 21 of FOIPPA.

33. Copyright & Intellectual Property

The Supplier agrees that the District shall be the sole owner of any newly created intellectual property that was collected or created by the Supplier, or on behalf of the Supplier, for this Agreement. By this Section, the Supplier irrevocably assigns to the District all rights, title and interest, including copyright and all intellectual property rights, in and to all materials produced by the Supplier in rendering the Deliverables in which such rights may exist, including all drawings, plans, specifications, reports and other documents, and the Supplier hereby waives any moral rights the Supplier may have in relation to such documents. For clarity, the assignment and waiver granted by this Section shall survive the expiry or earlier termination of this Agreement.

34. Confidentiality

During and following the term, the Supplier shall: (a) keep all District Confidential Information confidential and secure; (b) limit the disclosure of District Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers, subcontractors, or personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any District Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the District and (ii) in respect of any District Confidential Information about any third-party, the written consent of such third-party; (d) provide District Confidential Information to the District on demand; and (e) return all District Confidential Information to the District before the end of the term, with no copy or portion kept by the Supplier, upon request.

Details of the Contract may be disclosed on a confidential basis to consultants or suppliers retained by the District to advise or assist with matters related to the Contract or to audit, assess, or develop District programs and functions. Details of the Contract may also be disclosed on a confidential basis to organizations that have agreed to provide funding or are considering providing funding for the Deliverables or a related project.

35. Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the District or to assume or create any obligation or responsibility, express or implied, on behalf of the District. The Supplier shall not hold itself out as an agent, partner or employee of the District. It is intended that the Supplier shall have general control and direction over the manner in which its services are to be provided to the District under this Agreement. Nothing contained in this Agreement shall be regarded or construed as creating any relationship (whether by way of employer/employee, agency, joint venture, association, or partnership) between the parties other than of a supplier as set forth herein.

36. Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to the District on a non-exclusive basis. The District reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

37. Withholding Taxes

The Supplier will pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Supplier and any of its employees. The Supplier agrees to indemnify and hold harmless the District should the District be required to pay any remittances described above.

If the Supplier is a non-resident company, payments to the Supplier, as a non-resident, may be subject to withholding taxes under the *Income Tax Act (Canada)*. Unless a non-resident Supplier 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)*.

38. Assignment

The Supplier shall not assign this Agreement or the benefit hereof without the prior written consent of the District, at its sole discretion.

39. Time of the Essence

Time is of the essence of this Agreement.

The Supplier must advise the District immediately of any shortage or delay of any kind. If delivery of goods and/or services is not completed by the delivery date, the District reserves the right to terminate this Agreement in whole or in part and to purchase substitute goods and/or services elsewhere and charge the Supplier with any incidental or consequential damages that might be incurred.

40. Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event.

Without limiting the generality of the foregoing, the parties agree that force majeure events shall include:

- (a) a law or governmental order, rule, regulation or direction;
 - (b) an action by a government or public authority to impose an embargo, export restriction or other restriction or prohibition;
 - (c) war, insurrections, terrorism, riots or crime;
 - (d) hurricane, flood, earthquake, lightning or other natural event or disaster;
 - (e) plague or epidemics; and
 - (f) strikes or other work stoppages;
- but shall not include shortages or delays relating to supplies or services, except as they relate to a force majeure event.

If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) business days, the other party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Agreement, at law or in equity.

41. Notice

Any notice, direction, demand, approval, certificate or waiver ("**Notice**") which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by email, addressed as follows:

- (a) To the District:

District of Summerland
13211 Henry Ave, Box 159
Summerland, BC V0H 1Z0
Attention: Choose an item.
Email: Choose an item.

- (b) To the Supplier:
[insert company name]
[insert address]
Attention:
Email:

or to such other address or email address of which notice has been given as provided in this section.

Any Notice delivered personally, by courier, or by registered mail is to be considered given on the day it is received. Any Notice delivered by non-registered mail is considered given five (5) business days after it is postmarked. Any Notice sent by email is to be considered given on the day it is sent, if that day is a business day, and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or BC statutory holiday.

42. Interpretation & Governing Law

In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia and the federal laws of Canada applicable therein and each party irrevocably attorns to the jurisdiction of the court system of the Province of British Columbia.

43. Binding on Successors

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

44. Severability

If any provision of this Agreement, or the application of such provision to any person or in any circumstance, shall be determined to be invalid, illegal or unenforceable, the

remaining provisions of this Agreement, and the application of such provision to any person or in any circumstance other than that to which it is held to be invalid, illegal or unenforceable, shall not be affected thereby.

45. Entire Agreement

The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the date of execution of the Agreement.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

DISTRICT OF SUMMERLAND

by its authorized signatories:

Signature

Name

Title

Date

[INSERT SUPPLIER NAME]

by its authorized signatories:

Signature

Name

Title

Date

DISTRICT OF SUMMERLAND

by its authorized signatories:

Signature

Name

Title

Date

[INSERT SUPPLIER NAME]

by its authorized signatories:

Signature

Name

Title

Date

APPENDIX B – SUBMISSION FORM

Quotations should include this Appendix B – Submission Form.

1. Respondent Details:

Full Legal Name of Respondent:	
Other “DBA” Names the Respondent Uses:	
Registered Address:	
Respondent Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

2. Confirmation of Addenda Received:

We have checked the District of Summerland website at <http://summerland.ca> for Addenda and confirm receipt of the following Addenda, issued by the District up until the Closing Date and Time:

Addendum #	Issued on Date:

3. Subcontractors:

Subcontractors to be used for the work are as follows:

Name of subcontractor	Trade/work to be performed

4. Quotation

Having carefully examined the Request for Quotations, including Addenda issued by District, as well as the place of the work and conditions affecting the work as applicable, the undersigned offers to provide the Deliverables and any requested warranties as indicated in the table below.

The prices indicated should reflect all fees that would be invoiced to the District of Summerland for the Deliverables. Prices shall be all-inclusive and include for all labour, materials, supplies, site visits, travel, shipping costs, duty, insurance, expenses, disbursements, and all other costs and fees necessary to complete the Deliverables. Prices are in Canadian funds, are inclusive of all applicable duties and taxes, except applicable GST and PST, which shall be itemized separately where indicated.

If you will not be invoicing us for PST, PST is not applicable; please leave the PST field blank.

Base Bid (Required)

Item	Price
[Describe]	
Subtotal:	
Goods and Services Tax (GST):	
Provincial Sales Tax (PST) if applicable:	
Total:	

5. Certification & Acknowledgement of RFQ Process:

By signing this Appendix B – Submission Form, we the Respondent, certify and acknowledge the following:

- We have carefully read and examined this RFQ document, including all appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Quotation. We are able to provide the Deliverables and meet the Supplier Requirements detailed in Section 2 for the pricing submitted in this Quotation.
- We certify that the statements made in this Quotation are true and submitted in good faith.

- c. We acknowledge and understand that the RFQ process and the submission of this Quotation do not give rise to any contractual obligations whatsoever (including what is commonly referred to as 'Contract A') between the District and us, the Respondent, and that no contractual obligations shall arise between the District and us, the Respondent, until and unless we execute a written Agreement with the District.
- d. We certify that we have not engaged in any conduct which would constitute a Conflict of Interest in relation to this RFQ process, and that there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ; or, we have disclosed any potential, perceived, or actual conflict of interest below:

6. Certification Signature:

The Respondent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Respondent:

Signature

Name

Title

Date