



REQUEST FOR QUOTATIONS

RFQ-2021-35

NEW HALF TON 4WD PICKUP TRUCKS

RFQ ISSUE DATE: Wednesday, December 8, 2021

RFQ CLOSING DATE: Tuesday, January 11, 2022

RFQ CLOSING TIME: 14:00 PST

Quotations Submitted Only in Prescribed Manner

Quotations must be submitted in accordance with the submission instructions in Part B, Section 1.6. 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.

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Part A: Deliverables

This Part A provides detail on the Deliverables required by the District of Summerland. Respondents should ensure they are fully capable of providing all of the work and deliverables outlined, as this section will form the Scope of Work in the Agreement. It is the District's expectation that the Respondent will develop a comprehensive Quotation outlining their proposed methodology including the required components and detailing the included deliverables.

1. Introduction

1.1. The District of Summerland

Nestled in the heart of the Okanagan Valley in Southern British Columbia, Summerland is a friendly town with a population of approximately 12,000 residents. Summerland 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 Sourcewell, 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: www.summerland.ca

2. Deliverables

2.1. Description of Deliverables

The District of Summerland requires five (5) new pickup trucks to augment its current fleet of vehicles. In efforts to minimize costs associated with multiple vehicle manufacturers and maximize operational efficiencies, the District is only looking to purchase **Ford** products at this time and is seeking Quotations from qualified vendors as follows:

- Four (4) half ton, 4WD, regular cab and chassis, long box.
- One (1) half ton, 4WD, extended cab and chassis, long box.

The specifications for all units are provided in Appendix B. Proposed units should meet the requested specifications or a suitable equivalent/alternative option should be provided. The District has the right to reject submissions that do not meet the requested specifications, in the District's sole but reasonable discretion.

The District will be considering the optional trade-in values for five (5) trucks as listed below:

- Unit 107: 1992 Chevrolet 2500 5.7L 4WD pickup truck with 8' box, automatic transmission, gas fuel, 345,541 km, runs and drives, front plow not included, VIN No. 1GCGK24K7NE104849

- Unit 161: 1992 Chevrolet 2500 5.7L 4WD pickup truck with 8' box, automatic transmission, gas fuel, 323,021 km, runs and drives, VIN No. 1GCGK24K5NE118510
- Unit 473: 1994 Chevrolet 1500 4.3L 2WD pickup truck with 8' box, 4 speed with OD, gas fuel, 154,596 km, runs and drives, VIN No. 1GTDC14Z1RZ554325
- Unit 177: 1998 Chevrolet 1500 5.7L 4WD pickup truck with 8' box, automatic transmission, gas fuel, 250,988 km, runs and drives, hole in driver's side floorboard, VIN No. 1GTEK19R5WE511674
- Unit 444: 1998 GMC 1500 5.7L 4WD pickup truck with 8' box, automatic transmission, gas fuel, 220,301 km, runs and drives, VIN No. 1GTEK19R4WE504179

Photos of the trade-in units are included in Part E – Photos of Trade-In Units.

Examination of the trade-in units may be arranged by contacting Maarten Stam, Manager of Works, at (250) 494-0431, between 8:00 a.m. and 3:00 p.m., Monday to Friday inclusive.

Note: The District reserves the right to decide to trade in or not to trade in any or all units until after examination and analysis of the Proposals received. The successful Proponent will be informed of this decision at the time of the issuance of a Purchase Order. If trade-in units are involved in this contract, the District shall endeavor to ensure that the units at the time of the trade-in are in a condition relative to that at the time of RFP closing, plus normal wear and tear during the delivery period for the new units. If trade-in units are involved in this contract and in the event that the delivery of new units is not made by the specific delivery date, the District may continue to use the trade-in units at the risk of the supplier, and not be presumed to extend any warranty as to the condition of the trade-in units.

2.2. Term

The successful Respondent should be prepared to commence work immediately after the Agreement is awarded. The Agreement shall be valid until all trucks have been delivered. The units shall be delivered by June, 2022 at the latest.

3. Supplier Requirements

The Supplier shall possess the following prior to beginning work on this project:

- A valid Business License.
- WorkSafe BC Clearance Letter addressed to the District of Summerland, indicating that account is active and in good standing.
- Commercial General Liability Insurance coverage in the amount of \$5,000,000, with coverage for products and completed operations, naming the District as an Additional Insured.
- All-Risk Property Insurance coverage covering the Supplier's property of every description, including work (products) in progress prior to delivery.

Part B: RFQ Process

This Part B details the terms and conditions of how this RFQ process will be run by the District, and how the Supplier will be selected. Respondents to this RFQ should ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Quotation being rejected.

1. Key Details

1.1. RFQ Process

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.

1.2. 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.

1.3. RFQ Contact Person

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

- Maarten Stam, Manager of Works
- Email: mstam@summerland.ca

All correspondence shall have the RFQ number and title in the subject line.

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 Scope of Work, but which the Respondent deems necessary to successfully complete this assignment, the Respondent should advise the RFQ Contract Person.

Respondents should contact the RFQ Contact Person with any questions, in writing, by email only, prior to the Deadline for Questions noted in Section 1.4 – 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.

1.4. Timetable

This RFQ process will follow the timetable 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 8, 2021
Deadline for Questions	January 5, 2022
Anticipated Last Day to Issue Addenda	January 7, 2022
RFQ Closing Date and Time:	January 11, 2022 at 14:00 PST
Notice of Award (Estimated)	Week of January 24, 2022

1.5. Site Meeting Details

No site meeting will be held for this RFQ; however, Proponents may arrange a time to inspect the trade-in units (see Part A, Section 2.1). Respondents should submit any questions they may have in accordance with Section 1.3 of this Part.

1.6. Submission of Quotations

In order to be considered, Quotations must be submitted in person at the District of Summerland, Works and Infrastructure Office, located at 9215 Cedar Avenue, Summerland, BC or via email using mstam@summerland.ca.

If submitting via email, in order to be considered, Quotations must be received by mstam@summerland.ca in advance of the RFP Closing Date & Time. The email subject line should identify the email as a submission for RFQ-2021-35 – New Half Ton 4WD Pickup Trucks. The District shall not be responsible for any technical problems that may arise when submitting Proposals, including issues with our servers or third-party spam filtering software. Proponents are encouraged to submit their Proposals in advance of the deadline and ensure that they have received confirmation from the District that their Proposal has been received. Emails 25MB or over will not be accepted by our servers. Proponents are encouraged to save PDF files as

“Reduced Size PDFs” to minimize file size. A Proponent may need to submit their Proposal in multiple emails, in which case each email should clearly identify itself as a part of a submission (e.g. Part 1 of 3, Part 2 of 3, etc.).

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 1.4 above. It is solely the responsibility of the Respondent to ensure that the Quotation is received on time.

1.7. Eligibility

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.

2. Definitions Used in this RFQ

“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.

“Deliverables” means the goods or services that the District seeks to be provided by the Supplier, as further defined in Part A – The Deliverables

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

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

“Quotation” means a response submitted to this RFQ.

“Request for Quotation” 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.

“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.

3. 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.

4. Amendment or Withdrawal of a Quotation by Respondent

A Respondent may amend a Quotation at any time up until the RFQ Closing Date and Time by emailing mstam@summerland.ca.

A Respondent may withdraw a Quotation that is already submitted at any time throughout the RFQ process by contacting the RFQ Contact Person.

5. Addenda Issued by District

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.

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 1.4 of this Part B, 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 in Part D, Appendix A – Respondent Submission Form of their Quotation.

6. 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.

7. 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.

8. 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.

8.1. 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 1.4 – RFQ Timetable
2	The Quotation must be submitted in accordance with the requirements of Section 1.6 – Submission of Quotations
3	The Quotation must include the following completed forms: <ul style="list-style-type: none">• Appendix A – Respondent Submission Form• Appendix B – Specifications Form

8.2. Stage II – Evaluation of Quotations

Quotations that are deemed compliant after Stage I will be evaluated in Stage II. The evaluation team will establish the Stage II score using the following criteria.

Scored Criteria	Weighting (Points)
Total Base Bid Price	100

Scoring Methodology

Each Respondent will receive a percentage of the total possible points allocated to price by dividing that Respondent's price into the lowest bid price. For example, if the lowest bid price is \$120,000, that Respondent receives 100% of the possible points for that category ($120,000/120,000 = 100\%$), a Respondent who bids \$150,000 receives 80% of the possible points for that category ($120,000/150,000 = 80\%$) and a Respondent who bids \$240,000 receives 50% of the possible points for that category ($120,000/240,000 = 50\%$).

$$\frac{\text{Lowest price}}{\text{2nd lowest price}} \times \text{Total available points} = \text{Score for Quotation with 2nd lowest price}$$
$$\frac{\text{Lowest price}}{\text{3rd lowest price}} \times \text{Total available points} = \text{Score for Quotation with 3rd lowest price}$$

8.3. Negotiations & Execution of an Agreement

Neither the District nor any Respondent will be legally bound to provide or purchase the Deliverables until the conclusion of an Agreement (acceptance of a Purchase Order).

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 (Part C) 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 Deliverables, plus any resulting price adjustments.
- Social and environmental aspects.
- Innovations.
- Amendments to the terms and conditions of the Form of Agreement (included as Part C), 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 conclude an Agreement within 5 days of notifying the Respondent. 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 Part A, Section 4 – Supplier Requirements.

9. Other Terms & Conditions of this RFQ Process

The following terms and conditions shall also apply to this RFQ:

9.1. 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.

9.2. 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 Deliverables 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.

9.3. 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.

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.

9.4. 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.

9.5. 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 work.

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.

9.6. Quotations in English

All Quotations are to be in the English language only.

9.7. 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.

9.8. **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.

9.9. **RFQ Scope of Work is an Estimate Only**

While the District has made every effort to ensure the accuracy of the Deliverables described in this RFQ, the District makes no 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 complete a Quotation.

9.10. **Respondent's 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.

9.11. **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*.

9.12. **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.

9.13. **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.

9.14. Conflict of Interest

All Respondents must disclose an actual or potential conflict of interest, as set out in Appendix A – Respondent 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 A – Respondent Submission Form.

9.15. 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.

9.16. Confidentiality of Respondent Information

Respondents should note that in accordance with the provisions of *Freedom of Information and Protection of Privacy Act*, 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.

9.17. 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.

9.18. [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.

Part C: Form of Agreement

AGREEMENT

District of Summerland – Purchase Order Terms & Conditions

Each Purchase Order for goods and/or services placed by the District of Summerland (the “**District**”) is subject to these standard Purchase Order Terms and Conditions. Supplier shall be deemed to have agreed to be bound by such terms by accepting the Purchase Order, delivering the goods, and/or performing the services.

1. **Definitions.** In these standard Purchase Order Terms and Conditions, the following definitions apply:
 - a. “Agreement” means the agreement between Supplier and District for the purchase and sale of Goods and/or Services.
 - b. “Deliverable” means any deliverable or other product or result from Services that is referred to in a Purchase Order, and any related materials, data, documentation, and includes any Intellectual Property Rights developed by Supplier pursuant to such Purchase Order.
 - c. “Delivery Date” means the specified date of delivery for Goods or performance of Services.
 - d. “Delivery Point” means the location identified by District in the Purchase Order to which the Supplier is to deliver Goods and/or perform the services, or such other delivery area or point which is specified in writing by District.
 - e. “Goods” means the goods that are required to be delivered by Supplier pursuant to a Purchase Order, and include all materials, component parts, packaging and labelling of such goods.
 - f. “Intellectual Property Rights” means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing.
 - g. “Purchase Order” means the purchase order between District and Supplier for the purchase and sale of Goods and/or Services, to which these Standard Purchase Order Terms and Conditions are attached or incorporated by reference.
 - h. “Services” means any services to be provided by Supplier to District pursuant to a Purchase Order.
 - i. “Specifications” means the requirements, attributes and specifications for the Goods or Services that are set out in the applicable Purchase Order. Specifications also include: (a) documentation published by Supplier relating to the Goods or Services; (b) operational and technical features and functionality of the Goods or Services; (c) standards or levels of service performance for Services; and (d) District business requirements that are expressly set out in a Purchase Order.
 - j. “Supplier” means the party indicated on the face page of the Purchase Order that is contracting with District for the purchase and sale of Goods and/or Services.
 - k. “Supplier Proposal” means any estimate, quote, offer to sell, invoice, or proposal of Supplier relating to the supply of Goods and/or Services to District, including any delivered in connection with a request for quotations, request for proposal or similar process initiated by District.
 - l. “Warranty Period” means in respect of any Goods or Services, the longer of: (i) the express written warranty period provided by Supplier for the Goods or Services; and (ii) the period commencing on the date of Acceptance of such Goods or Services and ending on the date that is one (1) year from that date.
2. **Agreement.** The Agreement consists only of: (a) these Standard Purchase Terms; (b) the applicable Purchase Order; and (c) any Specifications or other documents expressly referenced in the Purchase Order. The terms and conditions of any other agreement executed by authorized representatives of the parties and that is applicable to the Products will take precedence over any conflicting terms of this Purchase Order. These terms and conditions are meant to supplement, but not supersede, any specific requirements set out in any competitive bid document that gave rise to this Purchase Order. Any reference in the Purchase Order to any Supplier Proposal is solely for the purpose of incorporating the descriptions and specifications of the Goods and/or Services contained in the Proposal, and only to the extent that the terms of the Supplier Proposal do not conflict with the descriptions and Specifications set out in the Purchase Order. District’s acceptance of, or payment for, Goods and/or Services will not constitute District’s acceptance of any additional or different terms in any Supplier Proposal, unless otherwise accepted in writing by District. If there is any conflict or inconsistency between the documents constituting the Agreement, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this Section 2.
3. **Delivery of Goods and Services.**
 - a. Supplier agrees to supply and deliver the Goods to District and to perform the Services, as applicable, on the terms set out in this Agreement.
 - b. Supplier shall, at its own expense, pack, load, and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Supplier by District in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by District.
 - c. Time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered and Services performed by the applicable Delivery Date. Supplier must immediately notify District if Supplier is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, District may, upon notice to Supplier, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of District or due to failure of Supplier to comply with this Agreement, unless otherwise noted.
 - d. Title and risk of loss or damage shall pass to District upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the District in writing. District has no obligation to obtain insurance while Goods are in transit from Supplier to the Delivery Point.
 - e. Supplier shall follow all instructions of District and cooperate with District’s customs broker as directed by District (including by providing requested shipping documentation) with respect to all Goods that originate from sources or suppliers based outside Canada. Supplier shall comply with all the requirements of the Canada Border Services Agency (or any successor organization) with respect to the importation of Goods from outside Canada.
4. **Inspection; Acceptance and Rejection.**
 - a. All shipments of Goods and performance of Services shall be subject to District’s right of inspection. District shall have **thirty (30) days** (the “**Inspection Period**”) following the delivery of the Goods at the Delivery Point or performance of the Services to undertake such inspection, and upon such inspection District shall either accept the Goods or Services (“**Acceptance**”) or reject them. District shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, District shall have the right to reject any Goods or Services that are not in conformance with the Specifications or any term of this Agreement. Transfer of title to District of

- Goods shall not constitute District's Acceptance of those Goods. District shall provide Supplier within the Inspection Period notice of any Goods or Services that are rejected, together with the reasons for such rejection. If District does not provide Supplier with any notice of rejection within the Inspection Period, then District will be deemed to have provided Acceptance of such Goods or Services. District's inspection, testing, or Acceptance or use of the Goods or Services hereunder shall not limit or otherwise affect Supplier's warranty obligations hereunder with respect to the Goods or Services, and such warranties shall survive inspection, test, Acceptance and use of the Goods or Services.
- b. District shall be entitled to return rejected Goods to Supplier at Supplier's expense and risk of loss for, at District's option, either: (i) full credit or refund of all amounts paid by District to Supplier for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by District. Title to rejected Goods that are returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from District. Supplier shall not deliver Goods that were previously rejected on grounds of non-compliance with this Agreement, unless delivery of such Goods is approved in advance by District and is accompanied by a written disclosure of District's prior rejection(s).
 5. **Price/Payment Terms.** Prices for the Goods and/or Services will be set out in the applicable Order. Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by District. Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must meet District's requirements, and at a minimum shall reference the applicable Purchase Order. District will pay the undisputed portion of properly rendered invoices thirty (30) days from the invoice date. District shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts. Notwithstanding the foregoing, District agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.
 6. **Taxes.** Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes. Supplier shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). District will pay all applicable taxes to Supplier when the applicable invoice is due. Supplier will remit all applicable taxes to the applicable government authority as required by applicable laws. Notwithstanding any other provision of this Agreement, District may withhold from all amounts payable to Supplier all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws.
 7. **Hazardous Materials.** Supplier agrees to provide, upon and as requested by District, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Services do not require the use of, any particular hazardous substances specified by District.
 8. **Legal Compliance; Workplace Safety.** In carrying out its obligations under the Agreement, including the performance of Services, Supplier shall at all times comply with all applicable federal, provincial, and municipal laws, regulations, standards, and codes. Supplier shall be at all times registered with WorkSafe BC as required under the British Columbia *Workers Compensation Act, 1996* and shall maintain its workers' compensation accounts in good standing and provide District with evidence of good standing upon request. Supplier shall obtain all applicable permits, licences, exemptions, consents and approvals required for the Supplier to manufacture and deliver the Goods and perform the Services.
 9. **Warranties.**
 - a. **Product Warranties.** Supplier warrants to District that during the Goods Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by District, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to District; and (viii) compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.
 - b. **Service Warranties.** Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all District policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. District may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of District, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of District.
 - c. **Intellectual Property Warranty.** Supplier further warrants to District that at all times all Goods and or Services (including any Deliverables) will not be in violation of or infringe any Intellectual Property Rights of any person.
 - d. **Manufacturer Warranties.** Supplier shall assign to District all manufacturer's warranties for Goods not manufactured by or for Supplier and shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to District.
 10. **Warranty Remedies.**
 - a. In the event of breach of any of the warranties in Section a or 9.b, and without prejudice to any other right or remedy available to District (including District's indemnification rights hereunder), Supplier will, at District's option and Supplier's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Services, within 10 day(s) after notice by District to Supplier of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport the Goods from District to Supplier, and return shipment to District, and costs resulting from supply chain interruptions, will be borne by Supplier. If Goods are corrected or replaced or Services are re-performed, the warranties in Section 9.a will continue as to the corrected or replaced Goods for a further Goods Warranty Period commencing on the date of Acceptance of the corrected or replaced Goods by District. If Supplier fails to repair or replace the Product within the time periods required above, District may repair or replace the Goods at Supplier's expense.
 - b. In the event that any Goods provided by Supplier to District are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, Supplier shall, at its own option and expense, without prejudice to any other right or remedy of District (including District's indemnification rights hereunder), promptly provide District with a commercially reasonable alternative, including the procurement for District of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to District, or the modification of such Goods (without affecting functionality) to render them non-infringing.
 11. **Intellectual Property Rights.** All Intellectual Property Rights in and to each Deliverable shall vest in District free and clear of all liens and encumbrances on receipt of payment by Supplier for each Deliverable. To the extent that any Deliverables contain any intellectual property of Supplier, Supplier hereby grants to District a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Deliverables. Supplier agrees to provide to District all assistance reasonably requested by District to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in District and its successors and assigns.
 12. **Confidentiality.** Supplier shall safeguard and keep confidential any and all information relating to District obtained by it or provided to it by District in connection with this Agreement and shall use such information only for the purposes of carrying out its obligations under this Agreement.

13. **Insurance.** Supplier represents and warrants to District that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of goods and services similar to the Goods and Services provided hereunder, including, as applicable, comprehensive commercial general liability insurance (including product liability coverage), all-risk contractors' equipment insurance, automobile liability insurance, and professional errors and omissions liability insurance. In addition, Supplier will take out and maintain, at its own cost, such insurance policies and coverages as may be reasonably required by District from time to time. Supplier will promptly deliver to District, as and when requested, written proof of such insurance. If requested, District will be named as an additional insured under any such policies. If requested by District, such insurance will provide that it cannot be cancelled, or materially changed so as to affect the coverage provided under this Agreement, without the insurer providing at least 30 days prior written notice to District.
14. **Indemnities.** Supplier shall indemnify, defend and hold harmless District and its respective officers, directors, employees and agents (the "District Indemnified Parties") from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the District Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods or Services, or from the failure of the Goods or Services to comply with the warranties hereunder; (b) any claim that the Goods or Services infringe or violate the Intellectual Property Rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission of Supplier or any of its Affiliates or subcontractors; (d) Supplier's breach of any of its obligations under this Agreement; or (e) any liens or encumbrances relating to any Goods or Services.
15. **Limitation of Liability.** Except for supplier's obligations under Section 14, and except for damages that are the result of the gross negligence or wilful misconduct of a party, in no event will either party be liable to the other party or any other person for any indirect, incidental, consequential, or punitive damages, including any lost profits, data, goodwill, or business opportunity for any matter relating to this agreement.
16. **Independent Contractors.** Supplier will perform its obligations under the Agreement as an independent contractor and in no way will Supplier or its employees be considered employees, agents, partners, fiduciaries, or representatives of the District. Supplier and its employees will have no authority to represent the District or bind the District in any way, and neither Supplier nor its employees will hold themselves out as having authority to act for the District.
17. **Further Assurances.** The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.
18. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
19. **Waiver.** No waiver of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party.
20. **Assignment.** Supplier may not assign or subcontract this Agreement, in whole or in part, without District's prior written consent. Supplier's permitted assignment or subcontracting of this Agreement or any part thereof will not release Supplier of its obligations under this Agreement, and it will remain jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts of omissions of any subcontractors of Supplier will be deemed to be the acts and omissions of the Supplier. This Agreement shall enure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators, assigns or successors.
21. **Cumulative Remedies.** Subject to Section 15, the rights and remedies of the District in this Agreement are cumulative and in addition to any other rights and remedies at law or in equity.
22. **Survival.** Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of this Agreement.
23. **Interpretation.** The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders. References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement. Where this Agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
24. **Governing Law.** This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of British Columbia, which will have non-exclusive jurisdiction over any matter arising out of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
25. **Electrical/Electronic Components and Equipment.** All electrical/electronic components or equipment must have British Columbia provincial approvals such as CSA or ULC requirements and conform to the industry standards and all other applicable legislative requirements.
26. **Language.** It is the express wish of the parties that this Agreement and any related documentation be drawn up in English. *Il est de la volonté expresse des parties que cette convention ainsi que tout document connexe soient rédigés en langue anglaise.*

Part D: Quotation Submission Forms and Instructions

This Part D contains forms detailing the information that should be included in a Quotation.

Part D Contents:

This Part D contains the following forms:

- Appendix A – Respondent Submission Form
- Appendix B – Specifications Form

APPENDIX A – RESPONDENT SUBMISSION FORM

Quotations should include this Appendix A – Respondent 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. Delivery Timelines

Having carefully assessed the RFQ and having understood and agreed to the requirements, the Proponent guarantees to deliver the units within the following number of days from receipt of a Purchase Order:

B.1 – Four new half ton, 4WD, regular cab, long box pickup truck	_____ days
B.2 – One new half ton, 4WD, extended cab, long box pickup truck	_____ days

4. Quotation

Having carefully examined the Request for Proposals, 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 work and any requested warranties as indicated in the table below.

Prices shall be all-inclusive and include for all labour, materials, supplies, site visits, travel, shipping/delivery costs, duty, insurance, expenses, disbursements, and all other costs and fees necessary to complete the Deliverables. All prices shall be in Canadian funds and inclusive of all applicable duties and taxes, except applicable GST and PST, which shall be itemized separately where indicated.

Base Bid

Description	Unit Price	Number of Units	Extended Price
B.1 - New half ton, 4WD, regular cab, long box pickup truck		4	
B.2 - New half ton, 4WD, extended cab, long box pickup truck		1	
Delivery to Works Yard (9215 Cedar Ave, Summerland, BC V0H 1Z2)			
Environmental taxes, levies, or other taxable fees			
Subtotal			
GST			
PST			
Total Base Bid Price			

Trade-In Units (Optional)

Description	Price
Unit 107	
Unit 161	
Unit 473	
Unit 177	
Unit 444	
Pick up from Works Yard (9215 Cedar Ave, Summerland, BC V0H 1Z2)	
Subtotal	
GST	
PST	
Total Optional Price	

5. Certification & Acknowledgement of RFQ Process:

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

- a. We have carefully read and examined this RFQ document, including all Parts and 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 Part A for the pricing submitted in this Quotation.
- b. 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

APPENDIX B – SPECIFICATIONS FORM

Quotations should include this Appendix B – Specifications Form, in order for the District to confirm that the proposed units meet District of Summerland Requirements.

B.1 - New half ton, 4WD, regular cab, long box pickup truck

Specifications: New half ton, 4WD, regular cab, long box pickup truck	Check (✓) if equipment complies to specification	Comments Note: If equipment does not comply, indicate Manufacturer's specifications of equipment offered
Make and Model:		
State the make and model of the vehicle.		
Year: 2022 or 2023		
State the year of the vehicle.		
Warranty:		
Minimum one year warranty. State warranties in time and distance.		
Body:		
Regular Cab.		
Body colour to be white, using environmentally friendly, low VOC compliant waterborne paint.		
Black bumpers. Rear with step.		
Black mirror house.		
8' long box.		
12mm rubber bed mat.		
Cargo tie down or securement rings mounted in truck box.		
Aluminium headache rack with amber emergency light mounted in centre of rack, operated from within cab. Light must be Grote 76943 to match rest of fleet. Amber LED front and rear flashing lights in both the front grill and rear bumper. Rear taillight option will be accepted. Lights must be controlled with the same switch as the cab mounted beacon light.		

Aluminium tool box with minimum dimensions of 18" long by 12" deep by width of truck. Indicate make, model, and dimensions.		
Backup camera.		
Integrated Bluetooth with hands free calling		
Tilt and telescoping steering wheel.		
Capacities: Gross Vehicle Weight Rating (GVWR) of approximately 6000lbs.		
State curb weight.		
State the Vehicle's Gross Vehicle Weight (GVW).		
State the Vehicle's Gross Combination Weight Rating (GCVW).		
Engine:		
State number of cylinders and displacement.		
Flex-Fuel, E85 capable. State fuel type.		
State horsepower and torque of the engine.		
State the estimated fuel consumption L/100Km city/hwy/combined.		
State the size of the fuel tank.		
110V block heater.	.	
Idling reduction technology. (I.e. Stop/Start Device)		
Drive Train:		
Four wheel drive – on the fly engagement.		
Automatic with OD and tow-haul mode. Auxiliary oil cooler required.		
State number of gears.		
State wheelbase.		
Traction control.		
Brakes:		
Four wheel anti-lock disc brakes.		
Tires and wheels:		

Tire load range must match or exceed axle and suspension ratings.		
All season 10-ply, M&S, radial tires with mountain snowflake designation on tires, Load Range "E".		
State the size of the tire.		
Painted steel rims.		
One full size spare on rim, mounted under frame.		
Tire pressure monitor system.		
Electrical System:		
Heavy duty alternator – minimum 100 amp		
High capacity battery – minimum 750 CCA		
Battery Backup System for work lights, emergency beacon and flashers and two-way radio: <ul style="list-style-type: none"> - To be connected to cab and chassis electrical system when ignition is on - To be charged through vehicle alternator when engine is running - To be isolated from chassis while ignition key is off Secondary backup battery must be a deep cycle battery		
Trailer tow package:		
Class IV receiver and receptacle for 7 and 4 pin plug.		
Transmission tow-haul mode.		
Interior:		
Vinyl front split bench 40/20/40. (If Vinyl is not available, provide seat covers for cloth seats.)		
Black Vinyl or rubber floor covering, no carpets.		
AM/FM radio.		
Air Conditioning		
Additional switch for amber beacon. Switch must also control front and rear LED flashing lights.		
12 Volt power outlet. State number of outlets.		
Keys:		

Provide two sets of programmed keys per vehicle.		
Options (state cost):		
Power windows.		
Power door locks.		
Power adjustable and heated mirrors.		
Ziebart or equivalent undercoating.		
Cruise control.		
Splash guards / mud flaps.		
Spray in bed-liner (i.e. Line X)		
Maintenance:		
Complete maintenance and service checklist for servicing.		
Complete parts list for servicing.		
Operators and Service manual (hardcopy and electronic copy).		
Miscellaneous:		
Vehicle delivered with full tank of fuel.		
All ash trays and cigarette lighters to be deleted from vehicle build.		
Tow hooks front, two.		
Location of nearest service and parts location (maximum 25 km from Summerland).		
Percentage of materials used in manufacture of the vehicle that are recyclable at end of life.		

B.2 - New half ton, 4WD, extended cab, long box pickup truck

Specifications: New half ton, 4WD, extended cab, long box pickup truck	Check (✓) if equipment complies to specification	Comments Note: If equipment does not comply, indicate Manufacturer's specifications of equipment offered
Make and Model:		
State the make and model of the vehicle.		
Year: 2022 or 2023		
State the year of the vehicle.		
Warranty:		
Minimum one year warranty. State warranties in time and distance.		
Body:		
Extended cab.		
Body colour to be white, using environmentally friendly, low VOC compliant waterborne paint.		
Black bumpers. Rear with step.		
Black mirror house.		
8' long box.		
12mm rubber bed mat.		
Cargo tie down or securement rings mounted in truck box.		
Cargo tie down points mounted along top-side of both bed rails		
Aluminium headache rack with amber emergency light mounted in centre of rack, operated from within cab. Light must be Grote 76943 to match rest of fleet. Amber LED front and rear flashing lights in both the front grill and rear bumper. Rear taillight option will be accepted. Lights must be controlled with the same switch as the cab mounted beacon light.		
Backup camera.		
Integrated Bluetooth with hands free calling		
Tilt and telescoping steering wheel.		

Capacities: Gross Vehicle Weight Rating (GVWR) of approximately 6000lbs.		
State curb weight.		
State the Vehicle's Gross Vehicle Weight (GVW).		
State the Vehicle's Gross Combination Weight Rating (GCVW).		
Engine:		
State number of cylinders and displacement.		
Flex-Fuel, E85 capable. State fuel type.		
State horsepower and torque of the engine.		
State the estimated fuel consumption L/100Km city/hwy/combined.		
State the size of the fuel tank.		
110V block heater.		
Idling reduction technology. (I.e. Stop/Start Device)		
Drive Train:		
Four wheel drive – on the fly engagement.		
Automatic with OD and tow-haul mode. Auxiliary oil cooler required.		
State number of gears.		
State wheelbase.		
Traction control.		
Brakes:		
Four wheel anti-lock disc brakes.		
Tires and wheels:		
Tire load range must match or exceed axle and suspension ratings.		
All season 10-ply, M&S, radial tires with mountain snowflake designation on tires, Load Range "E".		
State the size of the tire.		
Painted steel rims.		
One full size spare on rim, mounted under frame.		

Tire pressure monitor system.		
Electrical System:		
Heavy duty alternator – minimum 100 amp		
High capacity battery – minimum 750 CCA		
Battery Backup System for emergency lights, beacon and two-way radio; <ul style="list-style-type: none"> - To be connected to cab and chassis electrical system when ignition is on - To be charged through vehicle alternator when engine is running - To be isolated from chassis while ignition key is in the off position Secondary backup battery must be a deep cycle battery		
Trailer tow package:		
Class IV receiver and receptacle for 7 and 4 pin plug.		
Transmission tow-haul mode.		
Interior:		
Vinyl front split bench 40/20/40. (If Vinyl is not available, provide seat covers for cloth seats.)		
Black Vinyl or rubber floor covering, no carpets.		
AM/FM radio.		
Air Conditioning		
Additional switch for amber beacon.		
12 Volt power outlet. State number of outlets.		
Keys:		
Provide two sets of programmed keys per vehicle.		
Options (state cost):		
Power windows.		
Power door locks.		
Power adjustable and heated mirrors.		
Ziebart or equivalent undercoating.		
Cruise control.		

Splash guards / mud flaps.		
Spray in bed-liner (i.e. Line X)		
Maintenance:		
Complete maintenance and service checklist for servicing.		
Complete parts list for servicing.		
Operators and Service manual (hardcopy and electronic copy).		
Miscellaneous:		
Vehicle delivered with full tank of fuel.		
All ash trays and cigarette lighters to be deleted from vehicle build.		
Tow hooks front, two.		
Location of nearest service and parts location (maximum 25 km from Summerland).		
Percentage of materials used in manufacture of the vehicle that are recyclable at end of life.		

Part E: Photos of Trade-In Units

Unit #107



Unit #161



Unit #473



Unit #177



Unit #444

