



District of Sechelt
Request for Quotation #2021-15
Pickup Truck Purchase – $\frac{3}{4}$ Tonne

Date of Issue: July 21, 2021

Closing Location:

District of Sechelt
Attention: Procurement Agent
2nd Floor, 5797 Cowrie Street
Sechelt, BC, V0N 3A0

Closing Date and Time:

August 11, 2021

Quotations must be received prior to 2:00 pm Pacific Time
at 2nd Floor, 5797 Cowrie St., Sechelt, BC.

Contact:

All inquiries must be directed in writing via email,
stating "RFQ #2021-15 Pickup Truck Purchase- $\frac{3}{4}$ Tonne—Inquiry" to:
Procurement Agent, District of Sechelt
Email: procurement@sechelt.ca

1. OVERVIEW

The District of Sechelt (the “District”) is requesting Quotations for the purchase of one (1) new (not previously used) Three Quarter Tonne Pickup Truck.

The District of Sechelt is located on the west coast of British Columbia (“BC”) approximately 30 kilometres (“km”) north of Vancouver. The region, known as the Sunshine Coast, includes approximately 3900 square km on the Sechelt Peninsula surrounded by the waters of the Strait of Georgia, Howe Sound, and Sechelt Inlet. The Sunshine Coast does not have an overland route to the BC mainland and is dependent on the BC Ferry Corporation for the movement of vehicles or by barge for other items. A passenger ferry service runs between Horseshoe Bay and Langdale in the south and a smaller passenger service between Earl’s Cove and Saltery Bay in the north.

This Request for Quotation (“RFQ”) is being issued electronically through BC Bid (www.bcbid.gov.bc.ca), CivicInfo BC (www.civicinfo.bc.ca) and the District’s website (www.sechelt.ca).

Definitions

Throughout this RFQ the following additional definitions apply:

“**Addendum**” or “**Addenda**” means document(s) issued by the District as a supplement to this RFQ that corrects errors, explains inconsistencies, provides clarifications or responses to questions submitted by Suppliers or otherwise details or updates information provided in the RFQ.

“**Agreement**” means a legal document and any attachments that bind the District to other parties subject to the terms of the RFQ.

“**Business Day(s)**” means Monday through Friday, inclusive, excluding statutory holidays.

“**Closing Date and Time**” means the closing date and time for this RFQ as set out on the cover page of the RFQ.

“**District**” means the District of Sechelt, BC.

“**MB**” means megabyte, which is equal to 1024 kilobytes or 1,048,576 bytes of digital information.

“**Must,**” “**Shall,**” or “**Mandatory**” means a requirement of this RFQ that must be met in order for a Quotation to receive consideration.

“**Public Works Yard**” means the District’s public works location at 5445 Allen Road, Sechelt, BC.

“**Quotation**” means a response/submission provided by a Supplier in response to this RFQ.

“**RFQ**” means this Request for Quotation, including all appendices, schedules and addenda.

“**Supplier**” means an individual, partnership or company that submits, or intends to submit, a Quotation in response to this RFQ.

“**Should**” means a requirement having a signification degree of importance to the objectives of this RFQ.

“**USB Stick**” means an external flash drive that can be used with any computer that has a USB port.

2. SCOPE & SPECIFICATIONS

The scope under this RFQ includes the supply and delivery of one (1) new (not previously used) latest model Three Quarter Tonne Pickup Truck with the components and stipulations as listed on “*Schedule C – Specifications.*” No trade-in will apply to this purchase.

General Warranty

The Supplier warrants that the pickup truck shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms and specification of this RFQ, shall be fit and suitable to perform satisfactorily for the purposes and under the conditions made known to the Supplier by the District or which were reasonably inferable. This general warranty is independent of, and without prejudice to, any specific warranty or service guarantee offered by the Supplier.

Suppliers must warrant that the supplied pickup truck is in compliance with and conforms to all health and safety laws, bylaws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations and all current BC Emissions Rules and Regulations pursuant thereto.

Delivery of New Pickup Truck

Delivery of the new pickup truck by the Supplier shall be FOB destination at the District’s Public Works Yard located at 5445 Allen Road, Sechelt, BC, on an agreed upon Business Day between the hours of 7:00 am and 3:00 pm Pacific Time, unless alternate arrangements are made by mutual agreement with the Supplier for pick-up of the vehicle by District staff.

The District will not assume liability for any vehicle/equipment delivered to an unauthorized location or at an unauthorized time.

Sechelt is located on the Sunshine Coast, 30 kilometers northwest of Vancouver, BC and is only accessible by BC Ferries or by barge. Suppliers should take this into consideration when preparing their Quotations.

Liens

The Supplier, and their respective heirs, executors, administrators, successors and permitted assigns shall fully indemnify the District of Sechelt and all its officers, servants and employees from and against any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Mechanics Lien Act, or to any attachment for debt, garnishee process or otherwise.

Inspections/Acceptability of Equipment

All goods or equipment purchased under this RFQ shall be subject to inspection or test for a period of five (5) Business Days from the date of delivery FOB destination at the District's Public Works Yard. Should the goods or equipment be found defective in quality or workmanship or otherwise fail to conform to the specifications set forth in this RFQ, the District shall have to the right to reject the equipment or require immediate correction thereof.

Materials or equipment requiring correction shall be removed for correction or corrected in place as requested by the District, at no expense to the District. Unavoidable expenses encountered by the District due to the insufficiency of the equipment shall be deducted from any monies owing to the successful Supplier by the District.

3. SUBMITTING A QUOTATION

Suppliers are solely responsible for submitting their Quotations on or before **August 11, 2021 at 2:00 pm Pacific Time**; and to ensure their Quotations are received when, where and as specified in this RFQ. The District is not responsible for lost, misplaced or incorrectly delivered Quotations.

Quotations may be delivered in one (1) of the following two (2) methods **only**:

1. **By hand/courier delivery:** Suppliers should submit two (2) hard copies and one (1) digital copy of their Quotation on a USB Stick (PDF format only) in a sealed envelope/package clearly marked "RFQ #2021-15 Pickup Truck Purchase – ¾ Tonne—Quotation." Quotations must be delivered to: The District of Sechelt, 2nd Floor, 5797 Cowrie St., Sechelt, BC;

OR

2. **By email:** Suppliers should submit one (1) digital copy of their Quotation in PDF format only to procurement@sechelt.ca, with the subject line clearly marked "RFQ #2021-15 Pickup Truck Purchase – ¾ Tonne—Quotation Attached."

Note that the maximum file size limit is 15MB, or less.

Electronically submitted Quotations will be deemed to be successfully received when the time as posted on the email is at or before the Closing Date and Time. The District will not be liable for any delay for any reason including technological delays, spam filters, firewalls, job queue, file size limitations, etc. Suppliers warrant that electronic files submitted are free, in whole or in part, from any malicious file that could cause damage to the District's technological infrastructure.

Quotations received by facsimile (fax) will not be accepted. Quotations received after the Closing Date and Time will be rejected and returned to the supplier unopened. Quotations received in a language other than English will not be considered.

Supplier Expenses

Suppliers are solely responsible for their own expense in preparing, delivering or submitting a Quotation, and for subsequent negotiations with the District, if any. The District will not be liable to any Supplier for any claims, whether for costs, expenses, damages, losses or liability incurred by the Supplier in preparing its Quotation, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

Acceptance and Rejection of Quotations

The District reserves the right to reject any and all Quotations, or any parts thereof, or to waive any informality or defect in any Quotation if it is in the best interests of the District.

All Quotations, plans and other documents submitted shall become property of the District. Responses to this RFQ are considered public information and are subject to disclosure under the *Freedom of Information and Protection of Privacy Act*.

Inquiries Related to this RFQ

All inquiries must be directed in writing via email only to the District's Procurement Agent at procurement@sechelt.ca. The subject line must read: "RFQ #2021-15 Pickup Truck Purchase- ¾ Tonne— Inquiry."

No other verbal or written instruction or information shall be relied upon by Suppliers, nor will they be binding upon the District.

All inquiries regarding this RFQ must be received by **August 4, 2021 12:00 pm Pacific Time**.

If an Addendum is necessary, it will be posted on the BC Bid, CivicInfo and District websites, and shall become part of the RFQ. It is the responsibility of the Supplier to ensure that they have retrieved any and all Addenda/Addendum issued prior to the Closing Date and Time.

Withdrawal

Suppliers may amend or withdraw their Quotations before the Closing Date and Time by submitting a request in writing via email to the District’s Procurement Agent at procurement@sechelt.ca. The subject line must read: “RFQ #2021-15 Pickup Truck Purchase- ¾ Tonne—Amend/Withdrawal.”

Upon Closing Date and Time, all Quotations become irrevocable, and Suppliers cannot change any part of their Quotations, unless clarification is specifically requested by the District.

4. SELECTION CRITERIA

Quotations will be opened in private and will be evaluated equally against pre-defined criteria by an evaluation team. The criteria include the following:

	Maximum Score
Ability to meet specifications in accordance with RFQ.	20
Unit Price	55
Vehicle Delivery Date	10
Value-added offerings. (Warranty, service, etc.)	15
Total	100

5. GENERAL TERMS AND CONDITIONS

FORM OF OFFER

This RFQ must be completed in its entirety and it is Suppliers’ sole responsibility to ensure that their Quotations and the number of copies in the form required are received on time and at the proper location. Failure to properly complete the requirements of this RFQ may cause a Quotation to be rejected. Quotations received after the Closing Date and Time will be returned unopened.

INDEMNITY

The Supplier agrees to indemnify and save harmless the District, its employees, elected officials, contractors and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the District or any of the District’s employees, elected officials, contractors or agents may sustain, incur, suffer or be put to at any

time, either before or after this Agreement ends, to the extent the loss is directly or indirectly caused or contributed to:

- any act or omission by the Supplier or by any of the Supplier's agents, employees, officers, directors, or subcontractors in connection with this Agreement; or
- any representation or warranty of the Supplier being or becoming untrue or incorrect.

The provisions of this indemnity are paramount to any insurance requirements herein and shall survive the term of this Agreement.

INVOICING & PAYMENTS

Successful Suppliers are required to issue invoices to the District for the goods or services that are rendered. Original invoices should be forwarded to the District as follows:

Accounts Payable
District of Sechelt
2nd Floor, 5797 Cowrie Street
PO Box 129, Sechelt, BC V0N 3A0
Email: finance@sechelt.ca

The District has payment terms of net thirty (30) days. Where applicable, the purchase order number assigned, or other meaningful reference/subject matter, must be stated on the invoice otherwise payment may be delayed.

EXTRAS

No payments for extras will be made unless prior written approval or an approved change order has been issued by the District.

IRREVOCABLE SUBMISSION

Quotations will be open for acceptance for at least ninety (90) days after the Closing Date and Time. The District may request the date to be extended to one hundred twenty (120) days if the process requires more time to execute such as seeking elected officials' approval.

TIME IS OF THE ESSENCE

Time shall be of the essence in this Agreement. The District reserves the right to cancel any order if not fulfilled within a reasonable time and in accordance with the terms and conditions specified herein.

ASSIGNMENT

The Supplier will not assign or transfer its obligations under any Agreement, in whole or in part, without the written consent of the District.

RESERVATION OF RIGHTS

In addition to any other reservation of rights set out in the RFQ, the District reserves the right, in its sole discretion to:

- modify the terms of the RFQ at any time prior to the Closing Date and Time, including the right to cancel the RFQ at any time prior to entering into an Agreement with a Supplier;
- in accordance with the term of the RFQ, to accept the Quotation(s) that it deems most advantageous to itself;
- waive any non-material irregularity, defect or deficiency in a Quotation;
- request clarification from a Supplier with respect to its Quotation, including clarification as to provisions that are conditional or that may be inconsistent with the specifications in the RFQ, without any obligations to make such a request to all Suppliers;
- reject any Quotation due to unsatisfactory references or unsatisfactory past performance under Agreements with the District, or any material error, omissions or misrepresentation in the Quotation;
- at any time, reject any or all Quotations; and
- at any time, terminate the competition without award and obtain the goods and services described in the RFQ by other means, or do nothing.

ACCEPTANCE OF TERMS

Submission of a Quotation indicates acceptance of all terms and conditions, including those that follow and that are included in all schedules, appendices and any addenda.

SUPPLIER'S RESPONSIBILITY

It is the Supplier's responsibility to ensure that the terms and conditions contained herein are fully understood and to obtain any further information required on its own initiative. The District reserves the right to share, with all Suppliers, all questions and answers related to the RFQ.

EVALUATION

Quotations will be assessed in accordance with but not limited to the evaluation criteria outlined in Section 4. The District will be under no obligation to receive further information, whether written or oral, from any Supplier. The District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Quotation.

AWARD OF AGREEMENT

The District reserves the right to cancel, award all or part of the scope of work described in this document to a single Supplier or may split the award with multiple Suppliers.

The RFQ shall not be construed as an Agreement to purchase goods or services and does not commit the District in any way to award an Agreement. The lowest priced or any Quotation will not necessarily be accepted.

COLLUSION

Except as otherwise specified or as arising by reason of the provisions of the RFQ, no person, partnership, or corporation other than the Supplier has or will have any interest or share in this Quotation or in any Agreement which may be completed in respect thereof. There is no collusion or arrangement between the Supplier and any other actual or prospective Supplier in connection with responses submitted for this project and the Supplier has no knowledge of the context of other responses and has no comparison of figures or agreement or arrangement, expressed or implied, with any other party in connection with the making of the Quotation.

LIABILITY OF ERRORS

While the District has used considerable efforts to ensure information in the RFQ is accurate, the information contained herein is supplied solely as a guideline for Suppliers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in the RFQ is intended to relieve Suppliers from forming their own opinions and conclusions with respect to the matters addressed in the RFQ.

LAW

This RFQ and any resulting Agreement(s) are governed by, and are to be interpreted and construed in accordance with, the laws applicable in British Columbia, Canada.

CONFLICT OF INTEREST & SOLICITATION

A Supplier may be disqualified if the Supplier's current or past corporate or other interests may, in the District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFQ. This includes, but is not limited to:

- involvement by a Supplier in the preparation of the RFQ;
- a relationship with any employee, contractor, elected official or representative of the District involved in preparation of the RFQ;
- participation on the evaluation committee or in the administration of any Agreement; or

- a relationship with any employee, contractor, elected official or representative of the District participating on the evaluation committee or in the administration of any Agreement.

A Supplier must not attempt to influence the outcome of the RFQ process by engaging in lobbying activities. Any attempt by the Supplier to communicate for this purpose directly or indirectly with any employee, contractor or agent of the District, including members of the evaluation committee and any elected officials of the District, or with the media, may result in disqualification of the Supplier.

DEFAULT & TERMINATION

The District at its sole discretion may immediately terminate any Agreement awarded through this process if there is a major violation of agreed terms and conditions or where the Supplier has taken an action against the District. During the Agreement period, should the District experience budget restraint or operational requirements that require a review of this Agreement, the District reserves the right to terminate this Agreement without penalty with three (3) weeks written notice. If key personnel change, the District reserves the right to terminate any Agreement prior to term.

The District may, by Notice of Default to the Supplier, immediately terminate, in whole or in part, any Agreement if the Supplier fails to perform the services required. In the event the District does terminate the Agreement, in whole or in part, as specified above, the District may acquire the goods or services in an alternative method for business continuity and the Supplier shall be liable to the District for any incurred additional costs such as liquidated damages.

FORCE MAJEURE (ACT OF GOD)

Neither party shall be responsible for any delay or failure to perform under its obligations under any Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any other cause or similar force majeure event beyond its control, except labour disruption. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

RIGHT TO DO WORK

If the Supplier neglects to perform the work properly or fails to perform any provision of any Agreement, the District, after five (5) days written notice to the Supplier, without prejudice to any other remedy, may make good such deficiencies and may deduct all costs incurred from amounts due to the Supplier.

ADVERTISEMENT

Successful Suppliers will not use the name of the District or any of the contents of this document in any advertising or publication without prior written consent from the District.

BYLAW

Suppliers will ensure compliance with and conform to all health and safety laws, bylaws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations and all current BC Emissions Rules and Regulations pursuant thereto. The quoted vehicle must be in compliance with the BC Motor Vehicle Act.

6. QUOTATION REQUIREMENTS

All Quotations must be prepared in a manner that clearly demonstrates fulfilment of all the listed requirements.

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|-----------------------------|------------|
| 1. SIGNATURE AND ACCEPTANCE | SCHEDULE A |
| 2. PROPOSED RATE SHEET | SCHEDULE B |
| 3. SPECIFICATIONS | SCHEDULE C |
| 4. DISCLOSURE OF INTEREST | SCHEDULE D |

These additional items must be submitted by successful Supplier within ten (10) Business Days after the award of any Agreement. Failure to do so may result in the Agreement being awarded to an alternate Supplier who can meet the requirements.

5. GST/PST NUMBER, AS APPLICABLE

SCHEDULE A—SIGNATURE AND ACCEPTANCE

Failure to complete this schedule, including a proper signature, will result in a Quotation not being considered. The authorizing signatory must be an officer, employee or agent having authority to legally bind the Supplier to the terms of the Quotation.

The Supplier is an ___ Individual ___ Partnership ___ Corporation (check where applicable)	
Incorporated under the laws of _____.	
Name:	
Address:	Postal Code:
Telephone #:	Fax #:
Email:	Website:
Years of experience providing the services requested in this RFQ:	

We certify that we have read and understand the information provided in the RFQ and all addenda. The information provided in our Quotation is accurate and we agree to be bound by all conditions, statements, representations and prices offered herein.

Executed this _____ day of _____, 2021.

Signature	
Name (print)	Title (print)
Witness Signature	Witness Name (print)

END OF SCHEDULE A – SIGNATURE AND ACCEPTANCE

SCHEDULE B—PROPOSED RATE SHEET

Prices shall be in Canadian dollars only and include all costs of performing the requested services, including purchase price, transportation, delivery, and all other costs associated with the scope of services and requirements in this RFQ. Suppliers must provide their GST/PST number, as applicable, as a condition of any Agreement.

Suppliers must list the Make, Model, Year and Engine of their proposed Three Quarter Tonne Pickup Truck in addition to all pricing. If additional space is required, please add an attachment to this form.

One (1) new latest model three quarter Tonne Pickup Truck

Make: _____

Model (latest model): _____

Year: (Must be new and not previously used) _____

Engine: _____

Unit price before any discounts \$ _____

Environmental levy (Battery) (if applicable) \$ _____

Tire Stewardship BC (TSBC) levy (if applicable) \$ _____

Air conditioning surcharge (if applicable) \$ _____

State any other levy/ies (if applicable) _____ \$ _____

Subtotal \$ _____

Price less any discounts (Fleet, Government, Factory, etc.) \$ _____

Subtotal \$ _____

Taxes \$ _____

Total quoted price \$ _____

Guaranteed delivery FOB Destination at the District of Sechelt’s Public Works Yard, 5445 Allen Road, Sechelt, BC by the following date: _____, 2021.

END OF SCHEDULE B—PROPOSED RATE SHEET

SCHEDULE C—SPECIFICATIONS

The District of Sechelt seeks to purchase one (1) new (not previously used) latest model Three Quarter Tonne Pickup Truck with the components and stipulations listed in Table 1, as a minimum.

Suppliers should fill in either “Yes” if they do offer each listed minimum specification and stipulation, or “No” if they do not for each row in the Table 1. If a Supplier does not offer a listed minimum specification or stipulation, they should list any equivalent alternative offered in the box provided. It is acceptable to attach a separate page if necessary.

Table 1 Three Quarter Tonne Pickup Truck

Minimum Specification Required	YES	NO	If NO, list available alternative options
Engine: (Must meet all current BC emissions rules and regulations)			
8-cylinder; Gas Please state size in litres _____			
Transmission Power Train:			
Automatic transmission			
Chassis			
Three quarter Tonne chassis			
Tow package			
Four wheel drive (4X4)			
Cab and Body			
Regular cab			
Long box or regular box			
White paint			

Minimum Specification Required	YES	NO	If NO, list available alternative options
Interior and Electrical			
Air conditioning			
Bluetooth			
Tires – mud/snow rated			
Warranty			
3 years or 60,000 km bumper-to-bumper and 5-year power train standard factory warranty			

END OF SCHEDULE C—SPECIFICATIONS

SCHEDULE D—DISCLOSURE OF INTEREST

As a condition of this Quotation, all Suppliers shall make full disclosure of any business relationships within the last five (5) years, including any donations/gifts in excess of one hundred dollars (\$100.00), with any employees, contractors, or agents of the District, its elected officials or immediate relatives thereof.

If a Supplier fails to disclose an interest and/or the interest is falsely or insufficiently reported, the District reserves the right to terminate or cancel any Agreement that it may have been entered into with the Supplier.

**Completion and submission of the Disclosure of Interest form is a mandatory part of the RFQ.
Sign and return the form with the Quotation even if there is nothing to disclose.**

If additional space is required, please add an attachment to this form.

Nature of Business Activity/Interest	With Whom?	Dates of Relationship	Completed or Ongoing?	Dollar Value of Interaction

Authorized Signature _____

Date _____

Print Name _____

Print Title _____

END OF SCHEDULE D—DISCLOSURE OF INTEREST