



## REQUEST FOR PROPOSAL

**RFP-2017-12-1**

### **Rubber Tire Front End Loader**

Issue Date: Thursday, December 14, 2017

Two (2) complete printed copies and one (1) electronic complete copy (in PDF format) of a Proposal in an envelope plainly marked "RFP-2017-12-1 - Rubber Tire Front End Loader" may be hand delivered, couriered or mailed; and must be received prior to the Closing Date and Time. Fax or e-mailed copies will not be accepted.

**RFP Closing Time: 2:00 PM local time**

**RFP Closing Date: Thursday, January 04, 2018**

**Delivered to: District of Summerland  
Box 159  
9215 Cedar Avenue  
Summerland, BC V0H 1Z0**

Proposals will not be opened in public.

It is the sole responsibility of the Proponent to check the District's website at [www.summerland.ca](http://www.summerland.ca) or BC Bid [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) for any updated information and addendum issued before the closing date. These websites are the only authorized websites to obtain competitive bid documents for District of Summerland opportunities. The District of Summerland shall not be held responsible for our competitive bid documents that are located on any other website.

TABLE OF CONTENTS

1. INTRODUCTION..... 4

2. DEFINITIONS..... 4

3. CONTENT OF PROPOSAL..... 5

4. INSTRUCTIONS TO BIDDERS..... 5

    4.1 Applicable Laws

    4.2 Copyright

    4.3 Inconsistencies between Provisions

    4.4 Headings

    4.5 Payment

    4.6 Entire Agreement

    4.7 Ownership of Documents

5. REQUEST FOR RFP PROCESS..... 6

    5.1 Not a Tender Call

    5.2 No Obligation to Proceed

    5.3 Late Proposals

    5.4 Addenda and Subsequent Information

    5.5 Amendments to Proposals

    5.6 Conflict of Interest

    5.7 Inquiries and Contact during the RFP Process

    5.8 Submittal Deadline and Instructions

    5.9 Irrevocability of Proposals

    5.10 Acceptance of Proposal

    5.11 Negotiation Delay

6. PRE-RFP INFORMATION..... 9

    6.1 Intention of the District

    6.2 Rejection of Proposals

    6.3 Evaluation Criteria

    6.4 Mandatory Criteria

    6.4 Evaluation Committee

    6.5 Confidentiality of Proposals

    6.6 Confidentiality of District’s Information

    6.7 Clarification

    6.8 Gifts and Donations

7. PROPOSAL PREPARATION..... 11

    7.1 Changes to Proposal Wording

7.2	Proponent's Expense	
7.3	Limitation of Damages	
7.4	Firm Pricing	
7.5	Currency and Taxes	
8.	ADDITIONAL TERMS.....	12
8.1	Subcontracting	
8.2	Liability for Errors	
8.3	Agreement with Terms	
8.4	Use of Request for Proposals	
8.5	District Representative	
8.6	Payment Holdback	
8.7	Software	
8.8	Arbitration	
9.	CONDITIONS.....	13
10.	CONTRACTOR'S OBLIGATIONS.....	14
10.1	Governing Regulations	
11.	INSURANCE PROTECTION AND DAMAGE.....	14
11.1	Indemnity	
	SCHEDULE A – SCOPE OF WORK.....	18
	SCHEDULE B - PROPOSAL SUBMISSION FORM.....	19
	SCHEDULE C - BID SHEET AND SPECIFICATIONS.....	21
	SCHEDULE D – REFERENCES.....	23
	SCHEDULE E – EVALUATION CRITERIA.....	24
	SCHEDULE F – DRAFT SAMPLE CONTRACT.....	25

## 1. INTRODUCTION

The District of Summerland (the District) is seeking proposals from qualified suppliers for one (1) new 3yd Rubber Tire Front End Loader and Optional Attachments per the technical specifications set out in this RFP document.

This RFP document describes the supply of the equipment sought by the District of Summerland and sets out the District's RFP process, evaluation and selection process and Proposal requirements. The District is not necessarily interested in obtaining the lowest price for this product. Only interested parties with proven experience and qualifications for the supply of the 3yd Rubber Tire Front End Loader and Optional Attachments will be considered. The quality of the product, performance, delivery, maintenance, service, past performance and delivery along with other factors will be taken into consideration in the evaluation of this RFP.

## 2. DEFINITIONS

- a. **"Best Value"** means the value placed upon quality, service, past performance and price.
- b. **"Closing Date and Time"** means Thursday, January 04, 2018, 2:00 PM (PT).
- c. **"CAO"** mean the Chief Administrative Officer of the District of Summerland.
- d. **"Proponent"** means a person, firm, or corporation having a direct contract with the District to provide the services outlined in the RFP.
- e. **"Contract"** means a written agreement between the District of Summerland and the Successful Proponent resulting from this RFP.
- f. **"Contractor"** means the Successful Proponent to this Request for Proposal process who enters into a written form of agreement with the District.
- g. **"District"** means the Corporation of the District of Summerland.
- h. **"District Representative"** means the representative or appointee engaged by the District to supervise the work.
- i. **"Goods"** means the product being identified in the RFP.
- j. **"must", "mandatory", or "required"** means a requirement that must be met in order for a Proposal to receive consideration.
- k. **"Project"** means the supply and delivery of a 3yd Rubber Tire Front End Loader and Optional Attachments;
- l. **"Proponent"** means a party submitting a Proposal to this RFP.
- m. **"Proposal"** means the Proponent's submission to the RFP.
- n. **"Proposal Review Committee"** means the team of qualified staff appointed by the CAO to review and assess Proposals.
- o. **"RFP"** means this Request for Proposal.

- p. **“Request for Proposal”** includes the documents listed in the index of the Request for Proposal and any modifications thereof or additions thereto incorporated by addenda before the close of the RFP.
- q. **“should”** or **“desirable”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.
- r. **“Special Conditions”** means the special conditions, which are included in this RFP.
- s. **“Specifications”** means the specifications which are included in this RFP.
- t. **“Subcontractor”** includes, inter alia, a person, firm or corporation having a contract with the Successful Proponent for the execution of a part or parts, or furnishing to the Successful Proponent materials and/or equipment called for in the RFP.
- u. **“Successful Proponent”** means the Proponent submitting the most advantageous RFP as determined by the District of Summerland.

### **3. CONTENT OF PROPOSAL**

Two (2) complete original printed copies and one (1) complete electronic copy in PDF format must be submitted. The following documents must be included in the submission:

- a. **Proposal Submission Form (signed and dated) – Schedule B; and**
- b. **Bid Sheet & Specifications Sheets – Schedule C; and**
- c. **References – Schedule D; and**
- d. **Also include any other information related to this RFP.**

### **4. INSTRUCTIONS TO BIDDERS**

The following terms will apply to this RFP and to any subsequent Contract. Submission of a Proposal in response to this RFP indicates acceptance of all the following terms:

#### **4.1 APPLICABLE LAWS**

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of BC.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Works, the more restrictive shall apply. All references in the RFP to statutes and regulations thereto and District bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

#### **4.2 COPYRIGHT**

All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the District of Summerland, shall remain the property of the District of Summerland.

#### **4.3 INCONSISTENCY BETWEEN PROVISIONS**

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) all other documents.

#### **4.4 HEADINGS**

Headings are for convenience only: headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

#### **4.5 PAYMENT**

Method of payment is governed by District policy as well as applicable federal and provincial law.

#### **4.6 ENTIRE AGREEMENT**

The RFP, accepted submission, and Contract represent the entire Agreement between the District and the Successful Proponent and supersede all prior negotiations, representations or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Successful Proponent and the District.

#### **4.7 OWNERSHIP OF DOCUMENTS**

All documents and materials submitted in response to this RFP shall become the property of the District.

### **5. REQUEST FOR RFP PROCESS**

#### **5.1 NOT A TENDER CALL**

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

#### **5.2 NO OBLIGATION TO PROCEED**

Though the District fully intends at this time to proceed through the RFP, the District is under no obligation to proceed to the purchase, or any other stage. The receipt by the District of any information (including any submissions, ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent 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 RFP will continue, or that this RFP process or any RFP process will result in a contract with the District for the purchase of goods.

### **5.3 LATE PROPOSALS**

Proposals received after the Closing Date and time for receipt of Proposals will be considered as "late Proposals." Late Proposals will not be accepted and will be returned unopened to the sender.

### **5.4 ADDENDA AND SUBSEQUENT INFORMATION**

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on the District's website at [www.summerland.ca](http://www.summerland.ca). Addenda may be issued up to 48 hours prior to the Closing Date and Closing Time. After this time the RFP will be considered complete and no further Addenda will be issued.

### **5.5 AMENDMENTS TO PROPOSALS**

A Proponent may amend or revoke a Proposal by giving written notice to the District, delivered by hand, mail, fax, or e-mail to the District of Summerland Works and Utilities. Emails should be sent to [worksandutilities@summerland.ca](mailto:worksandutilities@summerland.ca). An amendment that is received after the Closing Date and Closing Time will not be considered and shall not affect a Proposal, as submitted.

An amendment or revocation must be signed by an authorised signatory of the Proponent.

**The District reserves the right to disqualify a Proponent if, in the opinion of the District Representative, an amendment expressly, or by inference, discloses the Proponent's fees or other material element of the Proposal such that the confidentiality of the Proposal may have been breached.**

If a Proposal amendment or revocation is sent by fax or email, the Proponent assumes the entire risk that the District will properly receive the fax or email before the Closing Date and Time. The District shall not be liable to any Proponent for any reason a fax or email is not properly received.

### **5.6 CONFLICT OF INTEREST**

Any potential or perceived conflict of interest must be disclosed to the District in writing together with the proposal documents. Any conflict of interest identified will be considered and evaluated by the District. The District has the sole discretion to take the steps they deem necessary to resolve the conflict. If during the term of the Contract, a conflict or risk of conflict of interest arises, the Proponent will notify the District immediately, in writing, of that conflict or risk and take any steps that the District reasonably requires to resolve the conflict.

### **5.7 INQUIRIES AND CONTACT DURING THE RFP PROCESS**

General inquiries related to this RFP are to be directed to:

Maarten Stam, Manager of Works  
District of Summerland, Works and Utilities  
Box 159, 9215 Cedar Avenue

Summerland, BC V0H 1Z0  
mstam@summerland.ca

Information regarding the technical specifications or such interpretation obtained from any other source is not official and should not be relied upon.

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having any doubts as to the meaning or intent of any provision should immediately notify the above-noted project contact.

If there are any changes, additions, deletions to the Proposal scope, conditions or closing date, an Addendum issued by the District will be posted on the District website ([www.summerland.ca](http://www.summerland.ca)). All Addenda are to become part of the Proposal documents. Verbal discussion with District staff shall not become part of the RFP or modify the RFP unless confirmed by written Addendum.

Inquiries and responses will be recorded and may be distributed to all Proponents at the District's option. Questions will not be accepted or answered within 48 hours of the Closing date and time.

#### **5.8 SUBMITTAL DEADLINE AND INSTRUCTIONS**

Delivery of Proposals prior to the specified date and time is solely and strictly the responsibility of the Proponent. The District shall not, under any circumstances, be responsible for delays caused by any delivery service, or for delays caused by any other occurrence. All Proposals must be manually and duly signed by an authorized corporate officer or principal(s) of the organization with the authority to bind said Proponent. Proposals must not be sent by facsimile or email.

Proposals must be received by 2:00 p.m. (local Summerland time) on the Closing Date and Time at:

Works and Utilities  
District of Summerland  
Box 159, 9215 Cedar Avenue  
Summerland, BC V0H 1Z0

**Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP project title.**

#### **5.9 IRREVOCABILITY OF PROPOSALS**

By submission of a clear and detailed written notice as outlined in Section 5.08, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals



become irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into the Contract as attached to the RFP.

**5.10 ACCEPTANCE OF PROPOSAL**

The District shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal. No act of the District other than written notice signed by the District's Corporate Officer shall constitute an acceptance of a Proposal. Such acceptance shall bind the Successful Proponent to execute in a manner satisfactory to the District.

**5.11 NEGOTIATION DELAY**

If a written Contract cannot be negotiated within 30 days of notification to the Successful Proponent, the District may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

**6. PRE-RFP INFORMATION**

**6.1 INTENTION OF THE DISTRICT**

The Proponent that submits to the District the most advantageous Proposal and which represents the interests of the District, best overall, may be awarded the contract. The District reserves the right to accept or reject all or part of the RFP, however, the District is not precluded from negotiating with the successful Proponent to modify its Proposal to best suit the needs of the District.

**6.2 REJECTION OF PROPOSALS**

The District reserves the right to reject, at the District's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which:

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialled) erasures or corrections in the Proposal or any schedule thereto;
- c. omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- d. fails to complete the information required by the RFP to be furnished with a Proposal; and /or
- e. fails to complete the information required whether the same purports to be completed or not.

Further, a Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and/or Municipal legislation. As it is the purpose of the District to obtain a Proposal most suitable to its interests and what it wishes to accomplish, the District has the right to waive any irregularity or insufficiency in any

Proposal submitted and to accept the Proposal which is deemed to provide the best value to the District.

### **6.3 EVALUATION CRITERIA**

Proposals will be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. If all submissions do not meet the District's mandatory criteria, it shall remain the District's sole discretion to evaluate submissions and reject all or award to the Proponent with the highest overall ranking. Proposals meeting the mandatory requirements will be further evaluated based on predetermined criteria and weighting as detailed in Schedule E: Evaluation Criteria (attached).

### **6.4 MANDATORY CRITERIA**

Proposals received by closing date and time (two printed copies & one PDF electronic copy) in a sealed envelope consisting of components outlined in Section 3.

Proposal Submission Form (including completed specification sheets, bid form – signed and dated, and references).

### **6.5 EVALUATION COMMITTEE**

Evaluation of Proposals may be made by an Evaluation Committee formed by the District. Upon submitting a Proposal, Proponents agree that the District may disclose their company name; however, no prices, scores, weights or totals will be provided to any Proponents.

Awards will be made based on the best value offered, and the best value will be determined by the District. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.

### **6.6 CONFIDENTIALITY OF PROPOSALS**

The District will endeavour to keep all Proposals confidential. The material contained in the Proposal from the Successful Proponent will be incorporated in a contract and information which is considered sensitive and/or proprietary must be identified as such by the Proponent. Technical or commercial information included in the District contract shall not be released if the District deems such releases inappropriate, subject to the *Freedom of Information and Protection of Privacy Act*.

### **6.7 CONFIDENTIALITY OF DISTRICT'S INFORMATION**

All Proponents and any other persons who, through this RFP process, gains access to the District's confidential financial information, are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFP process. This requirement will continue with respect to such information learned by the Successful Proponent, if any, over the course of any contract which arises out this RFP process. Information pertaining to the District obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization of the District.

## **6.8 CLARIFICATION**

The District reserves the right to seek Proposal clarification with the Proponents to assist in making evaluations.

## **6.9 GIFTS AND DONATIONS**

Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, to any employee of the District. The Successful Proponent shall report to the CAO of the District any attempt by District employees to obtain such favours.

# **7. PROPOSAL PREPARATION**

## **7.1 CHANGES TO PROPOSAL WORDING**

The Proponent will not change the wording of its Proposal after the submission deadline and no words or comments will be added to the Proposal unless requested by the District for purposes of clarification.

## **7.2 PROPONENT'S EXPENSE**

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District, if any. If the District elects to reject all Proposals, the District will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

## **7.3 LIMITATION OF DAMAGES**

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP or in respect of the competitive process.

The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

## **7.4 FIRM PRICING**

Proposals must be firm for at least 60 days after the RFP Closing Date. Prices will be firm for the entire **Project, upon execution of the Contract.**

## **7.5 CURRENCY AND TAXES**

Prices quoted are to be:

- In Canadian dollars;
- Inclusive of duty, where applicable;
- FOB destination, delivery charged included where applicable; and
- Taxes extra and listed separately.

Proponents acknowledge that, if it is a non-resident company, payments to the Proponent, as a non-resident, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Proponent, as a non-resident, provides the District with an official letter from Canada Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the Income Tax Act (Canada).

## **8. ADDITIONAL TERMS**

### **8.1 SUBCONTRACTING**

- a. Using a Subcontractor (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two (2) Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two (2) product or service lines and this must be defined in the Proposal.
- b. A Subcontractor individual or firm, whose current or past corporate or other interests may, in the District's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Proposal.
- c. Any Subcontracting of the service to any firm or individual after the award of a Contract must have prior written approval by the District.

### **8.2 LIABILITY FOR ERRORS**

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

### **8.3 AGREEMENT WITH TERMS**

By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.

### **8.4 USE OF REQUEST FOR PROPOSALS**

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

### **8.5 DISTRICT REPRESENTATIVE**

A District Representative will be assigned by the District to oversee the compliance of the Proposal awarded to the Contractor. In addition, the Contractor will be expected to name a counterpart Project Manager.

#### **8.6 PAYMENT HOLDBACK**

The Contract may contain a provision whereby the District will hold back a portion of the total Contract price until the requirements of the RFP have been met.

#### **8.7 SOFTWARE**

It is the Successful Proponent's responsibility to ensure that the District has all licences required to use any software that may be supplied by the Successful Proponent pursuant to the Contract.

#### **8.8 ARBITRATION**

All disputes arising out of or in connection with the Contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

### **9. CONDITIONS**

- a. A qualified Proposal is one which meets the needs and specifications of the District, and the terms and conditions contained in the RFP. The preferred Proposal is a qualified Proposal offering the Best Value, as determined by the District.
- b. The District will decide whether a Proposal is qualified by evaluating all of the Proposals based on the needs of the District, specifications, terms and conditions and price. The District Evaluation Committee will examine all Proposals and recommend which Proposal is in the District's best interest.
- c. A Proposal which is unqualified is one that exceeds the cost expectations of the District and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the District. The District reserves the right to reject any or all unqualified Proposals.
- d. The District reserves the right to cancel this RFP at any time.
- e. The District recognizes that best value is the essential part of purchasing a product and/or service and therefore the District may prefer a Proposal with a higher price, if it offers greater value and better serves the District's interests, as determined by the District, over a Proposal with a lower price. The District's decision shall be final.
- f. The District reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the District.

- g. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.
- h. Where only one Proposal is received, the District reserves the right not to make public the amount of the Proposal. The amount of the Proposal will be made public if a contract is awarded. The District reserves the right to accept or reject a Proposal, where only one Proposal is received.
- i. The District reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this RFP.
- j. The District shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.
- k. The District reserves the right to cancel the Contract for goods and/or services as outlined in this RFP, at any time, by providing 30 days' written notice to the Successful Proponent.

## **10. CONTRACTOR'S OBLIGATIONS**

### **10.1 GOVERNING REGULATIONS**

The Contractor shall apply and pay for all necessary permits or licences required for the execution of the Project. The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Project and to the preservation of the public health. The Contractor shall be responsible for the safety of all workers and equipment on the Project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

## **11. INSURANCE PROTECTION AND DAMAGE**

### **11.1 INDEMNITY**

The Contractor shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the District, its elected officials, officers, employees and managers (collectively) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Contract, excepting only where such loss, costs, damages and expenses are a result of the sole negligence of the indemnities.

The Contractor shall defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-

performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

## SCHEDULE A – SCOPE OF WORK



1. The District of Summerland is requesting proposals from qualified suppliers for the supply of one (1) new 3yd Rubber Tire Front End Loader and Optional Attachments per the technical specifications set out in this RFP document.
2. The Quote price is to be FOB the District of Summerland, Works and Utilities, 9215 Cedar Avenue, Summerland, British Columbia, via road delivery unless otherwise indicated herein or agreed on in writing to the contrary, and to include all equipment as specified herein.
3. In order to keep the attachments on all e compatible and interchangeable (in some cases), items have been identified for specific manufacturer's products that are not to be replaced with alternatives.
4. All equipment must be new.
5. Details listed in Schedule 'B' – Proposal Submission Form are the minimum requirements. Please submit detailed information on your product. Include any OPTIONS that the District of Summerland may consider in assessing your proposal. Complete descriptive literature is to be submitted with and shall form part of the Contract documents.
6. Submission to include nearest parts and service branch.
7. A full explanation of the warranty and location where the warranty work is to be performed must be included. Terms of warranty are to be specified by the manufacturer.
8. Submission to include the time required to complete the construction and delivery of the equipment.
9. Terms of payment to be outlined in submission documents.
10. All specifications must meet Ministry of Transportation, WorkSafeBC and the BC Motor Vehicle Act regulations.
11. The equipment shall comply with the Canadian Motor Vehicle Safety Standards and all Federal and Provincial Motor Apparatus laws that are applicable to the equipment being used in British Columbia



## SCHEDULE B - PROPOSAL SUBMISSION FORM



### RFP-2017-12-1 Rubber Tire Front End Loader

Complete and return this Proposal Submission Form  
(Proposals will be received on or before the Closing Date and Time)

#### PROPOSAL SUBMISSION INSTRUCTIONS

Two (2) printed originals and one (1) electronic copy in PDF format of a Proposal in an envelope plainly marked "RFP-2017-12-1 Rubber Tire Front End Loader" may be hand delivered, couriered or mailed. Fax or e-mail submissions will NOT be accepted.

All submissions must be received prior to the closing date and time, to:

District of Summerland, Works and Utilities  
Box 159, 9215 Cedar Avenue  
Summerland, BC V0H 1Z0

Submitted by: \_\_\_\_\_

Company name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal Code

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

(see over for terms and signature requirements)

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the District of Summerland and any addenda issued in connection therewith. The Proponent undertakes and agrees that:

**1.0 EXECUTION OF CONTRACT**

If the offer contained in this Proposal is accepted, upon being advised that the Contract is available, the Proponent will obtain the Contract and will execute and identify the Contract in a form and manner acceptable to the District of Summerland and will deliver the same within 10 days from the time when the same are available or are delivered or mailed to the Proponent.

**2.0 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK**

If awarded the contract, the Proponent shall supply these on the date set out in the Contract and shall complete the contract within the time specified in the Contract.

**3.0 NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the Contract, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any party in connection with the making of the proposal.

**4.0 ACCEPTANCE OF PROPOSAL**

The acceptance of the Proposal by the District shall be made only by the notice in writing from the Corporate Officer of the District, and will be addressed to the Contractor at the address given in this Form of Proposal; and if the Proposal Documents are so worded, the Proposal may be accepted in either whole or in part.

**5.0 FAILURE OR DEFAULT OF PROPONENT**

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this Proposal, the District, at its option may consider that the Proponent has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the District shall be null and void and the District shall be free to select an alternate solution of its choosing.

Executed at \_\_\_\_\_, in the Province of BC this \_\_\_\_\_ day of \_\_\_\_\_, 2017 under the seal of the Proponent as a specialty instrument.

NOTE: If the Proponent is a corporation, in addition to signature, affix corporate seal, if available. If a natural person makes the Proposal, the Proponent must sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and NOT incorporated, the members of the firm must sign below the firm.

\_\_\_\_\_  
(Corporate Name if Proponent is a Corporation)

Per: \_\_\_\_\_

Name must be typed or clearly printed

Per: \_\_\_\_\_

**SCHEDULE C - BID SHEET AND SPECIFICATIONS**



**RFP-2017-12-1 Rubber Tire Front End Loader**

**CLOSING DATE AND TIME: Thursday, January 04, 2018 at 2:00 PM**

The undersigned Proponent has carefully examined the RFP for the equipment requested and will provide the equipment required. Prices in Canadian dollars, FOB Summerland Works and Utilities.

This proposal is valid for \_\_\_\_\_ days and shall expire on \_\_\_\_\_.

Description	Extended Price
<b>3yd Rubber Tire Front End Loader - base price per RFP</b>	
<b>OPTIONAL: 8ft Hydraulic Driven Sweeper - base price per RFP</b>	
<b>OPTIONAL: 4yd High Dump Bucket - base price per RFP</b>	
<b>Environmental Taxes &amp; Levies</b>	
<b>SUBTOTAL</b>	
<b>GST</b>	
<b>PST</b>	
<b>TOTAL</b>	

**NOTE:** please include a delivery lead-time schedule with your submission. Vendors may be penalized, during evaluations, for late delivery when considering future purchases.

Delivery date: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_ DATE: \_\_\_\_\_

**\*\*SIGNATURE OF BIDDER:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**\*\*must be an official signatory of company**

## **SPECIFICATIONS**

### **1.0 General Instructions**

- a. For each item in this RFP, the “Yes/No” column of the form must be completed. Proponent shall indicate “Yes” only where the equipment or service provided will fully comply with that item. If the mandatory criteria cannot be supplied, “No” shall be indicated and the “Specification/Variation” column must be completed with the specifics of the proposed alternatives. If necessary, the Proponent may also supply a separate document fully detailing the variation on a separate page, referring to the title and the item number.
- b. Where the RFP asks for information, the answer must appear in the “Specification/Variation” column.
- c. The Proponent shall specifically point out in the written RFP submission any circumstances where the minimum specification requirements may not be met. Submissions which do not meet specification may be disqualified.
- d. The specifications are to be considered as a minimum requirement and do not relieve the Proponent of the responsibility of supplying a complete fully functional unit, suitable for the service intended.

### **2.0 Specifications**

#### **2.1 Rubber Tire Front End Loader**

<b>DETAILED DESCRIPTION</b>	<b>YES</b>	<b>NO</b>	<b>SPECIFICATION / VARIATION</b>
POWER TRAIN			
- Axle seal guards			
- Enclosed brakes			
- Hydrostatic transmission			
- Creeper control			
- Sealed driveshafts			
- Electronic parking brake			
- Throttle lock			
- Transmission sight gauge			
- Differential lock			
- Ride control			
- L3 tires			

CAB			
- Roll over protection			
- Pressurized and sound suppressed			
- AM/FM radio with speakers			
- Air conditioning			
- Internal and external mirrors			
- Hydraulic control lockout			
- 3 <sup>rd</sup> function control			
- Tilting and telescoping steering wheel			
- Good seat			
- Rear view camera			
ELECTRIC			
- Heavy duty alternator			
- 2pc 1000CCA batteries			
- Battery disconnect switch			
- Back up alarm			
- 360 degree beacon			
- Directional signals front / rear			
- Work lights front / rear / sides			
- Stop lights			
- Rooding lights front / rear			
- Diagnostic connector			
- Resettable critical function breakers			
- Emergency shut down switch			
- Block heater			
HYDRAULICS			
- Heavy duty hydraulic cooler			
- Hydraulic sight gauge			
- Diagnostic connectors			
- 3 <sup>rd</sup> valve control			
- 3 <sup>rd</sup> function high pressure couplers			
- In cab adjustable lift and bucket kick outs			
BODY			
- Fenders			
- Heavy counterweight			
- Fusion quick coupler			
- 3yd bucket with 4pc bolt on cutting edge			
- Lockable compartments and fuel cap			

**2.2 Optional 8ft Hydraulic Driven Sweeper**

DETAILED DESCRIPTION	YES	NO	SPECIFICATION / VARIATION
- Fusion quick coupler			
- Hydraulic high pressure couplers			
- Oscillating			
- (Removable) water tank			
- 8ft wide broom			

**2.3 Optional 4yd High Dump Bucket**

DETAILED DESCRIPTION	YES	NO	SPECIFICATION / VARIATION
- Fusion quick coupler			
- Hydraulic high pressure couplers			
- 4pc bolt on cutting edge			



## SCHEDULE D - REFERENCES

References in the format noted below must be provided. If there are special concerns or restrictions on the District's use of the reference, these concerns must be addressed in the submission.

- Description of the Work; Status of the Work (completed, in progress, on hold);
- Company name, contact name, contact phone number and email address;

Description of the Work:	
Status of the Work: (i.e. completed, in progress, on hold or other):	
Company Name:	Contact Name:
Contact Phone Number:	Contact e-mail address:

Description of the Work:	
Status of the Work: (i.e. completed, in progress, on hold or other):	
Company Name:	Contact Name:
Contact Phone Number:	Contact e-mail address:

Description of the Work:	
Status of the Work: (i.e. completed, in progress, on hold or other):	
Company Name:	Contact Name:
Contact Phone Number:	Contact e-mail address:

## SCHEDULE E – EVALUATION CRITERIA

### 1.0 EVALUATION CRITERIA MATRIX

The evaluation team will apply the following criteria to the RFP evaluation process:

**Price** shall mean quoted prices from a qualified RFP.

**Ability to meet specifications and workmanship** shall mean:

- a) The direct experience the District of Summerland has had with the Proponent / Manufacturer.
- b) Referenced by other municipalities on their experience with a Proponent / Manufacturer. A minimum of three (3) references will be required.

**Training, orientation, knowledge and experience** shall refer to:

- a) Ability to provide operational and maintenance training.
- b) Proponent's experience and training certification.

**Maintenance/Service/Repair/Warranty** shall refer to:

- a) Parts – are parts readily available within BC, Canada, USA, or other.
- b) Is technical support readily available during regular business hours either by phone, email or internet.
- c) Consideration of types and length of warranty.

**Delivery Date** shall mean:

- a) The specified delivery date of the Equipment from the confirmed date ordered.
- b) Delivery date will be scored on a monthly basis.

Criteria	Weight	Score	Weight Key			
			Not Satisfied Score = 0	Somewhat Satisfied Score = 1	Satisfied Score = 2	Very Satisfied Score = 3
1. Price	30%					
2. Ability to meet specifications and quality workmanship	30%					
3. Training, orientation, knowledge and experience	20%					
4. Maintenance/ Service / Repair / Warranty and availability of parts	10%					
5. Delivery Schedule	10%					



**SCHEDULE F - DRAFT SAMPLE CONTRACT**



**Rubber Tire Front End Loader**

**Reference Number:** number

**THIS CONTRACT** made in duplicate and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

**BETWEEN:**

**The Corporation of the District of Summerland**

Box 159, 13211 Henry Avenue  
Summerland, BC V0H 1Z0

(hereinafter referred to as the "District")

**AND:**

Name of Contractor

Address

(hereinafter referred to as the "Contractor")

**NOW THIS CONTRACT WITNESSETH** that in consideration of their mutual rights and obligations to one another as hereinafter set forth the parties hereto agree as follows:

**1.0 Contract Description**

The work for which this Contract pertains to is titled **Rubber Tire Front End Loader** and hereinafter shall be referred to as the "Project".

## **2.0 Contract Documents**

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

- Request for Proposal document including,
- Schedule 'A' – Scope of Work
- Schedule 'B' – Proposal Submission Form
- Schedule 'C' – Bid Sheet and Specifications

Where there is a conflict between the wording and interpretation of the Contract Documents the wording or interpretation contained in the Contract Document with the highest precedence shall apply.

## **3.0 Successors or Assigns**

3.1 This Contract and the terms and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

## **4.0 Applicable Laws**

4.1 This Contract shall be governed by the laws of the Province of British Columbia.

## **5.0 Waiver**

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

## **6.0 Entire Contract**

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

## **7.0 Notification**

7.1 All Notices shall be in writing.

7.2 Notices between the parties shall be considered to have been received by the addressee:

- on the date of delivery if delivered by hand to the individual or to a member of the company for whom they are intended;
- within one working day if sent by email;
- within five working days if sent by mail or fax.

7.3 Notices must be sent to the following addresses:

**District of Summerland**

Box 159, 9215 Cedar Avenue

Summerland, BC V0H 1Z0

Telephone: (250) 494-0431

Fax: (250) 494-3399

Email: worksandutilities@summerland.ca

and

**Contractor Name**

**Contractor address**

**Telephone**

**Fax**

**IN WITNESS WHEREOF** the parties have executed this Contract on the day and year written above by their officers or persons duly authorized to execute on their behalf.

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

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**CONTRACTOR** by its authorized signatories:

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