



Sunshine Coast Regional District

Request for Offer

Tender No: 10 133

For

Supply of One Four-Wheel Drive Sports Utility Vehicle

Issue Date: April 7, 2010

One signed original and one copy (2 total) of this offer in a sealed envelope must be received by:

Closing Date & Location:

3:00 PM local time,

April 21, 2010

at

**Sunshine Coast Regional District
Robert McKee, Purchasing Officer
1975 Field Road, Sechelt, BC
V0N 3A1**

INTENT TO BID

REQUEST FOR OFFER FOR:

SUPPLY OF ONE FOUR-WHEEL DRIVE SPORTS UTILITY VEHICLE NO. 10 133

Please complete this form and mail, email or fax immediately to:

Sunshine Coast Regional District
Attn.: Robert McKee, Purchasing Officer
1975 Field Road
Sechelt, B.C., CA., V0N 3A1

Robert.McKee@scrd.ca
Fax: 604 885 7909

Failure to return this form may result in no further communication regarding this Request for Offer.

Company Name: _____

Address: _____

Contact: _____

Telephone: _____ Fax: _____

E – Mail: _____

I have received a copy of the above noted Request for Offer, and

☐ Yes, I will be responding to this Request for Offer.

☐ No, I will not be responding to this Request for Offer.

I understand that if I do not submit a response, this will not affect our Company's status as a potential supplier in the future. I also understand that if I do not return this form our company may not receive any further notices with regard to this Invitation to Tender.

Signature _____

Title _____

Date _____

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SECTION ONE: DEFINITIONS & ADMINISTRATIVE REQUIREMENTS

1.1 DEFINITIONS:

Contract or Agreement - means the written agreement resulting from this Request for Offer legally executed and binding the Sunshine Coast Regional District and the Bidder

Bidder, Vendor or Proponent - means any party or parties responding to the Request for Offer

Contract – means the written agreement or Purchase Order resulting from this RFO executed by the Regional District and the Bidder

Contractor - means the successful Bidder, Vendor or Proponent under contract as a result of this Request for Offer

SCRD or Regional District - means Sunshine Coast Regional District or its agent

RFO - means Request for Offer

PO or Purchase Order - means a numbered contract that will be issued to formalize the agreement with the successful Bidder.

Must or Mandatory - means a specific criterion or requirement essential to be met for the offer to receive and continue to receive consideration.

Should or Desirable - means a requirement having a specific or significant degree of importance to meeting the Tender objectives. These criteria will be evaluated using a point scoring system.

Final Acceptance – means delivery, installation and all applicable training and one week stand alone, uninterrupted, fully functional operation and service of the equipment.

1.2 GOVERNING LAWS

This Request for Offer (RFO) and any subsequent contracts shall be governed by and construed in accordance with the laws and courts of the Province of British Columbia and shall in all respects be treated as a British Columbia contract. Any revision or amendments to the Tender made before the RFO closing time and date shall be in writing and be a deletion from or addition to the original Tender submitted stating RFO title and number. Tenders may be withdrawn, if written notice is received prior to the closing time and date.

1.3 OWNERSHIP OF TENDER DOCUMENTS AND FREEDOM OF INFORMATION

All documents submitted to the Regional District become the property of the Regional District, and as such, Bidders are advised that parts or all, of their bids may be subject to the provisions of British Columbia's Freedom of Information and Protection of Privacy Act (FOIPP). Bidders who wish to ensure particular parts of their bids are protected from disclosure under the FOIPP Act should specifically identify any information or records provided with their offers that constitute trade secrets, that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

1.4 CURRENCY AND TAXES

Prices Offered are to be in Canadian dollars with goods and services tax and provincial sales tax to be separately stated where applicable.

1.5 CONFIDENTIALITY

Responses submitted in confidence shall be so honoured. The Regional District will not release to the public any specific information regarding any submitted responses except as may be required under law. To request documentation confidentiality, Bidders are requested to submit a covering letter, with their submission, detailing the specifics of their request. Confidentiality cannot be fully guaranteed as all submissions are subject to the Freedom of Information and Protection of Privacy Act.

Bidders will treat all information received through this RFO process and subsequent contract award, as confidential. The Bidder agrees that any information, knowledge (including but not necessarily limited to business practices, techniques, relationships, agreements, etc.), data, research, and any other information, knowledge, materials or products disclosed to the Bidder by the Regional District or otherwise produced, developed or known by the Bidder in providing the goods (collectively the "Confidential Information") will not publish or disclose to any third party not either during or after the Agreement except as otherwise authorised by the Regional District. This section shall survive the termination of this Agreement.

1.6 TIME IS OF THE ESSENCE

Time shall be of the essence in this contract.

SECTION TWO: INSTRUCTIONS TO BIDDER / GENERAL CONDITIONS**2.1 FORM OF OFFER**

This Offer must be completed in its entirety. Failure to properly complete this Offer form may cause your Offer to be rejected. The Regional District can elect to permit a correction, clarification or amendment to the Offer or to correct any minor error, irregularity or failure to the Offer. The signing officer must initial all corrections.

2.2 SIGNATURE REQUIRED

All Offers must be properly signed in the places provided by an officer or employee having authority to bind the Bidder. Offers shall be delivered to the Regional District in accordance with instructions herein and submitted in a sealed envelope addressed as per the attached sample label (Schedule A). RFO submissions received unsigned or in locations other than the address indicated will be returned without further consideration.

2.3 INFORMATION EXCHANGED

Information obtained from any other source is not official and should not be relied upon. All inquiries regarding this Offer shall be submitted in written form (hard copy, facsimile, or email) five days prior to the time and date set for closing, and shall be directed to Regional District at the above address.

2.4 OFFER ACCEPTANCE

The Regional District will not be bound to accept the lowest or any offer and reserves the right to accept or reject in whole or in part, any and all offers and to waive any minor informality or irregularity. The Regional District is not under any obligation to award a contract and may terminate or amend this RFO at any time. Award decisions will be based on the best overall value determined by Award Criteria (outlined in Section Five). Regional District representatives shall have sole discretion over the determination of best value. All awards are subject to funding approval by the Regional Board.

The Regional District reserves the right to reject and not consider any Offer of a Bidder that is, during the tendering process, have pending or engaged in a lawsuit or any legal action against the Regional District or where the Bidder has acted or whose principals are contrary to those of the Regional District.

2.5 COSTS INCURED

All costs incurred in the preparation and submission of the RFO response shall be borne solely by the Bidder. Where Bidder may be required to give a presentation, demonstration, or provide samples or technical literature, all costs shall be borne by the Bidder. If the Regional District elects to reject all offers, it will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing of Offer documents, loss of anticipated profit in connection with any final contract or any other matter whatsoever.

2.6 IRREVOCABLE TENDER

All Offers submitted in response to this Request for Offer are irrevocable upon closing time and remain open for acceptance for 60 days from the Closing Date whether or not another RFO has been accepted. Submission of this RFO shall be construed to mean that the Bidder agrees to carry out all of the conditions set forth in this document. Any proposed variation from these conditions shall be clearly identified and noted on the attached sheet.

2.7 PRICING

Pricing will include all costs including but not limited to the following: equipment, user manuals and technical guide, delivery and training as required. Bidders are required to submit their best and most comprehensive offer. The Regional District does reserve the right to seek clarification or modification of conditions having mutual benefits to the parties involved.

2.8 INVOICING AND REPORTING

The Purchase Order / Contract Number must be stated on the invoice and will be payable net 30 days from receipt of the properly submitted invoice and upon acceptance of goods as ordered by the Regional District, whichever is later.

2.9 NEGOTIATION

The Regional District reserves the right to negotiate with the successful bidder regarding any terms and conditions of this RFO that may be affected by any future initiatives available to the Regional District with regard to latest technology or accessories available now.

2.10 REFERENCE

On the sheet provided, list a minimum of three references, preferably from a environment, where your company has or is currently providing this type or similar equipment.

2.11 ADVERTISEMENT

The successful bidder will not use the name of the Regional District or any of the contents of this document in any advertising or publication without prior written consent from the Regional District.

2.11 WARRANTY & CLEAR TITLE

Except where otherwise modified herein the Bidder will undertake to maintain a full and complete warranty for a minimum period of 12 months from the date of acceptance, and will make good any and all defects of defective material or workmanship. Any change, adjustment or replacement in conjunction with the warranty shall be at no cost to the Regional District. The Bidder warrants clear title to materials and equipment supplied by them and warrants the same free from defects or imperfections and will indemnify, defend and hold Regional District harmless against any or all suits, claim demands or expenses, patent litigation, infringement, material, builders' liens or any claims by third parties in or to the commodities mentioned and supplied.

SECTION THREE: SPECIAL CONDITIONS**3.1 CONFLICT OF INTEREST & SOLICITATION**

The Bidder declares that they have no financial interest, directly or indirectly, in the business of any third party that would be or be seen to be a conflict of interest in carrying out the provision of goods. In the event an interest is acquired or the Bidder should be found to be in a potential conflict of interest during the term of the contract, the Bidder is required to advise and cure the conflict forthwith to the Regional District satisfaction or forfeit any compensation under this contract. The Bidder further warrants and represents that neither it nor any person related to or affiliated with the Bidder has any relation to or affiliation with any faculty or staff of the Regional District which may in any way be seen (in the Sunshine Coast Regional District's sole and unfettered discretion) to create a potential conflict between the loyalties owed by such staff to the Regional District and loyalties owed directly or indirectly to the Bidder, except as disclosed by the Bidder to the Sunshine Coast Regional District. If any direction, officer, employee, agent or other representative of a Bidder makes any representation or solicitation to Director, Officer or Employee of the Regional District with respect to this Tender, whether before or after the submission of this Tender, the Regional District shall be entitled to reject or not accept the Tender.

3.2 INDEMNITY

The Bidder agrees to indemnify, defend and save harmless the Regional District including without limitation, its employees, agents, servants and Board members from any or all suits, claims, demands, liens or expenses or fees (including legal) arising out of the products or services offered under this Agreement. The Bidder further agrees to indemnify, defend and save harmless the Regional District including without limitation, its employees, agents, servants, and Board members from all damages, losses, claims, costs, expenses, actions or proceedings arising out of or caused by the negligent or wrongful acts of the Bidder, its employees, servants, sub-contractors or agents.

The Bidder agrees to indemnify, defend and save harmless the Regional District including without limitation, its employees, agents, servants and Board members from and against all suits, claims, losses, damages, expenses and costs of any nature or kind whatsoever, including lawyers' fees, arising from the Bidder or Bidders' employees or agents negligence or breach of copyright, patent, or any other right of any person towards any person or property in connection with the performance of this Agreement. The provisions of this indemnity are paramount to any insurance requirements herein and shall survive the term of this Agreement.

3.3 LIMITATION OF DAMAGES

The Bidder, by submitting an Offer, agrees that it will not claim damages, for whatever reason, relating the Contract or in respect of the competitive process and the Bidder, by submitting an Offer, waives any claim for loss of profits if no agreement is made with the Bidder.

3.4 INSURANCE

The Proponent shall, without limiting its obligations or liabilities and at its own expense, provide and maintain insurance for its own equipment and continuously carry insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the Regional District as follows:

- Comprehensive General Liability in an amount not less than \$ 2,000,000.
- Automobile Liability on all owned or leased vehicles in an amount not less than \$ 2,000,000.
- Error and Omissions Insurance in an amount not less than \$ 500,000.
- The Proponent is responsible for all insurance costs (as required by law).
- The Proponent will provide certified copies of required insurance policies when requested.

3.5 ENVIRONMENTAL RESPONSIBILITY

The Regional District is committed to preserving the environment. Bidders shall provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Contractor supplies materials, and where such materials may cause adverse effects, the Bidder shall indicate the nature of the hazard in its Offer. The Bidder agrees to advise the Regional District of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse condition of the environment.

3.6 THE CONTRACT

This RFO, the Bidder's response to the RFO, any offer, the contract or purchase order, pre-qualification application (if applicable), and any other documents (all amendments or addenda agreed between the parties) comprise the "Contract Documents". This will be the base documentation between the vendor and the Regional District that will form the contract. In the event of discrepancies between the purchase order and the RFO documentation, the latter shall prevail. The vendor shall not assign or transfer the contract or any part thereof without written consent of Regional District.

3.7 CANCELLATION OF AGREEMENT

The Regional District reserves the right to cancel its contract with five days written notice without penalty or costs of any kind should the following problems arise without resolution and such problems may include but are not limited to:

- a) For inadequate or failure to perform the terms or conditions of this RFO, or
- b) Any product changes/alterations/substitutions not acceptable, or
- c) Any variation from the agreed delivery schedule.

3.8 TERMINATION

The Regional District (at its sole discretion) may immediately terminate the contract awarded through the RFO process if there is a misrepresentation or major violation of agreed conditions (as determined by the Regional District). Such as, but not limited to, major performance failure (delivery or product related), un resolved performance complaints from users, safety risk to employees.

3.9 FORCE MAJEURE (ACT OF GOD)

Neither party shall be responsible for any delay or failure to performance its obligations under this Contract 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 performance shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the force majeure event last for longer than 30 days, the Regional District may terminate the Contract by notice to the Vendor without further liability, expense or cost of any kind.

3.10 DISPUTE RESOLUTION

The laws of the Province of British Columbia shall govern any contract awarded by the Regional District to the successful Bidder. Where disputes cannot be resolved between the Bidder and the Regional District, the successful Bidder agrees to resolve any and all disputes through a mediation process administered through the British Columbia International Commercial Arbitration Centre, Vancouver, BC under its rules. The cost of any such alternate dispute resolution shall be shared equally by the parties in dispute. The arbitration process shall take place in Vancouver, British Columbia, Canada.

3.11 ASSIGNMENT

The Bidder shall not assign (in any manner including by operation of law) or sub-contract any of its obligations under this agreement without the prior written consent of Regional District.

SECTION FOUR: NON-ACCEPTANCE OF CONDITIONS SUMMARY SHEET

(Please photocopy if you require additional space)

PLEASE STATE:

CONDITION: _____

EXPLANATION OF NON-ACCEPTANCE:

CONDITION: _____

EXPLANATION OF NON-ACCEPTANCE:

CONDITION: _____

EXPLANATION OF NON-ACCEPTANCE:

CONDITION: _____

EXPLANATION OF NON- ACCEPTANCE

Bidders are advised that all variations from stated conditions will be reviewed and may negatively impact the overall rating of your Tender.

SECTION FIVE: AWARD

5.1 AWARD CRITERIA

The evaluation criteria will determine the Bidder's ability to work with the Regional District. Bidders are encouraged to address the criteria listed below within their tender document.

Specifications

Technical Features
Overall Functionality & CO2 Emissions
Compliance with stated specification
Quality

Corporate Strength

References
Service Support
Corporate Financial Viability
Product Availability
Experience/Reputation

Miscellaneous

Compliance with Conditions
Warranty
Delivery Time
Value Added
Presentations/Demonstrations

Financial

Price (based on overall value).

Awards will be based on best overall value as determined by the Regional District

5.2 CONDITIONS OF ELIGIBILITY

The Sunshine Coast Regional District reserves the right to disqualify the Proponent if the Proponent has:

- Withdrawn from an irrevocable Offer, or
- Failed to enter into a Regional District contract within the time specified by the Regional District, or
- Had a contract terminated or cancelled by the Regional District, or
- Forfeited all or part of a security, or
- Breached a contract with the Regional District, or
- Had all or part of a contract performance security forfeited, or
- Had a charge assessed for failing to comply with the requirements of a previous contract, or
- Has a claim or action either active or pending claim against the Regional District, or
- Has failed to perform and conducted its business in a fair and ethical manner and in strict compliance with applicable federal, provincial and local laws or regulations. This also includes any failure to act in matter consistent as a good corporate citizen or in any way offends the objectives or principals of the Regional District. Proponents under investigation for any of the above failures may, at the sole discretion of the Regional District disqualify, suspend or terminate any contract or relationship such Proponent.

SECTION SIX: SPECIFICATIONS & REQUIREMENTS

6.1 GENERAL REQUIREMENTS

6.2 INTRODUCTION

The Regional District is requesting tender submissions for the supply and delivery of one new four-wheel drive sports utility vehicle as described in the specification set out below.

6.3 DELIVERY

Unless otherwise agreed, goods will be delivered complete and road trim ready on-site within 60 working days after receipt of our order. Goods will be FOB destination, including freight and any installation required.

6.4 PERFORMANCE CRITERIA

Vehicle and all equipment furnished under this Contract must operate to the complete satisfaction of the Regional District in order for the Final Acceptance to be executed.

6.5 INVOICING AND REPORTING

The Purchase Order Number must be stated on the invoice and will be payable net 30 days from receipt of properly submitted invoice and upon acceptance of goods as ordered by the Regional District, whichever is later.

6.6 OPERATORS MAINTENANCE AND WARRANTY MANUALS

Two detailed and comprehensive manuals in written and CD form are to be presented and reviewed with the Regional District staff prior to acceptance the vehicle. Each manual to include: Chassis component operating procedures, maintenance requirements (intervals and procedures), manufacturer's warranty registration and warranty coverage and claims procedures.

6.7 LOCATION OF EQUIPMENT

Unless otherwise specified, the equipment will be delivered to the following address: Regional District Works Yard at 5920 Mason Road Sechelt, BC .The successful Bidder will be responsible for insurance for all equipment and Regional District property while performing work of this contract, including transportation to Regional District property.

6.8 EQUIPMENT DESCRIPTION

Bidders need to indicate on the following sections whether their offer meets specifications requested or note in the space provided. Full clarification to any suggested specifications must be provided.

6.8 ONE EACH – FOUR-WHEEL DRIVE SPORT UTILITY VEHICLE/ EQUIPPED AS FOLLOWS

No.	DESCRIPTION	SPECIFICATIONS REQUIRED	OFFER MEETS SPECIFICATION		EXTRA COST
			NO	YES	
1	Vehicle	State vehicle make and model _____			
2	GVW	4,400 lbs			
3	Engine	Inline 4 Cylinder. Gas			
4	Body Style	Mid-size SUV, five door			
5	Transmission	Manual Transmission, state number of gears _____			
6	Drive Train	4X4 with limited slip differential 4.12 gears			
7	Brakes	4 wheel power brakes with anti-lock ABS			
8	Wheel Base	Approx. 126" wheelbase			
9	Drivers Compartment	Pulse wipers			
10	Drivers Compartment	AM/FM Stereo			
11	Drivers Compartment	Air conditioning			
12	Drivers Compartment	Front bucket seating			
13	Drivers Compartment	Seat covers			

No.	DESCRIPTION	SPECIFICATIONS REQUIRED	OFFER MEETS SPECIFICATION		EXTRA COSTS
			YES	NO	
14	Drivers Compartment	Rubber Floor Mats			
15	Cab Exterior	Monotone White			
16	Corrosion Protection	Undercoated			
17	Tires	All season radials			
18	Wheels	Full size spare wheel & tire			
19	Wheels	16” wheels, steel rims			
20	Service	Shop repair manuals or / CD			
21	Keys	2 complete sets			
22	Delivered	FOB Sechelt			

7.0 SECTION SEVEN: PRICING & DELIVERY

Price for Quoted Sport Utility Vehicle	\$ _____
Tire Levy	\$ _____
Battery Levy	\$ _____
Other (Please Specify)	\$ _____
SUB-TOTAL	\$ _____
GST	\$ _____
PST	\$ _____
TOTAL COST, taxes included	\$ _____

(This price MUST be the complete and total landed cost of the vehicle without any options)

OPTIONS: (Exclude PST and GST in Option Pricing)

1) Extended factory warranty	\$ _____
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7.1 ALTERNATIVE PRICING TENDERED

Where an equivalent is offered, alternative equipment and pricing may be offered to meet the needs described above. Describe in detail the brand, model and respective pricing. Attach additional sheets and support material necessary to offer equivalent product.

The Regional District will exercise its exclusive right to determine the acceptable product and price structure.

7.2 DELIVERY SCHEDULE

Specific date for delivery: _____, or

Delivery shall be within _____ calendar days following receipt of our acceptance of the Bidder's Tender.

8.0 SECTION EIGHT: REFERENCES

Provide references of organizations currently using similar equipment as tendered in this RFO.

Name & Address of Reference	Contact Name & Telephone Number	Vehicle Description & Delivery

9.0 SECTION NINE: OFFER SUBMISSION FORM

Failure to provide signatures below will result in immediate rejection of this submission. The person signing this RFO declares that they are duly authorized signing authority with the capacity to commit their company to the terms and conditions of this RFO.

Acknowledgment is hereby made of receipt and inclusion of the following addenda to the contract documents;

Addendum No. _____ dated _____: _____ pages

Addendum No. _____ dated _____: _____ pages

Addendum No. _____ dated _____: _____ pages

We certify that we have read and understand the information provided in the Request for Offer and all addenda's noted above. The information provided in our submission is accurate and we agree to be bound by the all terms, conditions, statements, representations and prices Offered herein:

Executed this _____ day of _____, 2010

Company Name: _____

Address: _____

Telephone # _____ Fax # _____

Email: _____

Signature: _____

Title: _____

Printed Name _____

Schedule A

SAMPLE LABEL

FILE No: RFO 10 133

TITLE: Supply of One Four-Wheel Drive Sports Utility Vehicle

CLOSING DATE: April 21, 2010 - 3:00 PM

**PURCHASING DEPARTMENT
SUNSHINE COAST REGIONAL DISTRICT
1975 Field Road
Sechelt, BC V0N 3A1**

DO NOT OPEN – TENDER DOCUMENTS