INVITATION TO QUOTE
SUPPLY AND DELIVERY OF

½ Ton, 4WD, Crew Cab
Short Box Pickup Truck

QUOTE NO. 2019-506

May 15, 2019
INVITATION TO QUOTE

1.1 The Capital Regional District Integrated Water Services (CRD) invites quotes from qualified bidders for the supply and delivery of one (1) – ½ Ton 4WD Crew Cab 6 Ft Box Pickup Truck.

1.2 Sealed bids should be clearly marked “Quote for the Supply & Delivery of Pickup Trucks, ITQ No.2019-506, Attention: Alexandria Zayonc, Purchasing Agent”,

1.3 Quotes will be received via email to azayonc@crd.bc.ca until 3:00 pm, PST, Tuesday May 28th, 2019. Quotes received after the closing will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the closing time. Proposals received after the closing time will be returned unopened to the Proponent.

1.4 The Quote Forms are contained in this document and inquiries can be made by contacting David Goddard, Mgr. Corporate Fleet, prior to 3:00 p.m. on May 22nd, 2019.

1.5 Quotes must be submitted on the following forms which are provided in this Invitation to Quote:

a) Bid Form
b) Schedule of Quantities and Prices
c) Note that the contract is pro-forma only and is not required to be filled out and submitted by the bidders.

1.6 The lowest or any quotation will not necessarily be accepted.

Alexandria Zayonc, Purchasing Agent
CRD Integrated Water Services
479 Island Highway
E-mail: azayonc@crd.bc.ca
Tel: (250) 474-9674
2 INFORMATION FOR BIDDERS

2.1 Description of the Work

2.2 The "Work" requires the supply and delivery of the supply and delivery of one (1) – ½ Ton 4WD Crew Cab 6 Ft Box Pickup Truck. as per the specifications listed in the attached Schedule “A”.

2.3 Conditions of Quotation

a) The quote shall be based upon the whole of the Specifications and Contract Documents without reservation.

b) The submitted Quote will consist of one signed copy of the executed offer on the Bid Forms provided and clearly marked with the Bidder’s name and the project name.

c) The lowest or any quote will not necessarily be accepted.

d) The Owner reserves the right to accept any quotation within a period of thirty (30) days from the date bids are closed.

e) Quotes submitted by facsimile will be accepted. Amendments to the submitted offer may be made by facsimile if endorsed by the same party who signed the quote. Amendments by facsimile must only show the amount by which the quote price shall be increased or decreased, and shall be received at least 15 minutes before closing time for the quotes. It is the responsibility of the bidder to ensure the facsimile is sent and received before this time.

2.4 Alternatives

Not Applicable.

2.5 Delivery Location

All vehicles shall be delivered to Capital Regional District Water Services, at 479 Island Highway, Victoria, B.C V9B 1H7

2.6 Comparison of Bids

a) The quantities stated herein are given for the purpose of providing a uniform basis for comparison of quotes. Payment will be made on actual quantities.

b) In the case of errors in the extension of prices, the unit price shall govern.

c) In evaluating the bids, the Owner will consider prices, warranty, lead time, delivery, specifications, etc. so as to provide the best

d) Value and not necessarily the lowest price.
3 BID FORM
Terms of Quote

Submitted to the Capital Regional District

We ____________________________________________

Print Name(s)

Of: ____________________________________________

Name of Company

having examined the Bid Documents including the Information for Bidders, Contract Agreement, General Conditions, Specifications, Drawings and Appendices, hereby offer to enter into a Contract to perform the Work required by the Documents for the stipulated price shown in the attached Schedule of Quantities and Prices, which price includes specified cash and contingency allowances and the applicable taxes in force at this date except as may be otherwise provided in the Documents.

It is understood that this Quotation constitutes a firm offer which is open for acceptance within 30 days of the date hereof and shall not be withdrawn during that period of time.

We agree to perform the Work in compliance with the required schedule stated in the Documents.

We agree that the Capital Regional District is not bound to accept the lowest or any Bid.

We certify that we are familiar with this Bid Document and that we have received and are familiar with the following Notices/Addenda:

Notices/Addenda:

__________________________________________ Dated: ____________________________

__________________________________________ Dated: ____________________________

Signatures:

Company ____________________________________________

Signature ____________________________________________

Name and Title ____________________________________________

Witness ____________________________________________

Dated the _____________ Day of _____________, 2019.
4 SCHEDULE OF QUANTITIES AND PRICES

4.1 The Bidder agrees that the prices quoted herein provide for the completion of the Work as required in the Contract Documents.

4.2 No other payment will be made to the Supplier, except for extra work or changed work agreed to in writing by the Owner and the Supplier.

4.3 Prices include all applicable fees and are F.O.B. prepaid according to the Delivery Location.

4.4 It is understood and agreed that the quantities stated herein are given for the purpose of providing a uniform basis for the comparison of quotes.

4.5 Show GST & PST separately in the table.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PRICE- each</th>
<th>QUANTITY</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) – ½ Ton 4WD Crew Cab 6 Ft Box Pickup Truck. as per specifications</td>
<td>$</td>
<td>X 1</td>
<td>$</td>
</tr>
<tr>
<td>LEVIES AND FEES</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>PST</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>GST</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>TOTAL BID</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Note: Quantity Required is one (1) unit.

Signature of Bidder

Corporate Name of Bidder
5 PRO FORMA CONTRACT FOR GOODS AND SERVICES

THIS AGREEMENT dated for reference and made as of the __________ day of __________ , 2019

BETWEEN:

CAPITAL REGIONAL DISTRICT
INTEGRATED WATER SERVICES
479 Island Highway
Victoria, British Columbia V9B 1H7
Telephone: 250-474-9600
Fax: 250-474-4012
("CRD", "we", "us" or "our" as applicable)

AND:

[Contractor Name]
Click here to type in full contractor address with
City, Prov Postal Code.
Fax No. Click here to enter ###-###-####.
("Consultant", "you" or "your" as applicable)

Witnesses: That the parties agree as follows:

ARTICLE A-1 THE WORK
The Contractor shall provide all necessary materials, labour, supervision and equipment and perform all
work, and fulfil everything as set forth and in strict accordance with the Contract Documents and Addenda
numbered for the project entitled 2019-506.

ARTICLE A-2 CONTRACT DOCUMENTS
Contract Documents shall mean the entire agreement between the CRD and the Supplier and shall include
all of those documents set out in the Invitation to Quote including the contract between the CRD and
Contractor, the General Conditions, Specifications and Drawings, Bid Documents, Schedules and any
addenda incorporated therein.

ARTICLE A3-CONTRACT PRICE
The Contract Price is $*****.00 Canadian funds.

ARTICLE A-4 PAYMENT
Subject to applicable legislation and the provisions of the Contract Documents, the Owner shall make
payment in Canadian funds to the Supplier on account of the Contract Price.

ARTICLE A-5 RIGHTS AND REMEDIES
The duties and obligations imposed by the Contract Documents and the rights and remedies available
thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies
otherwise imposed by law.

No action or failure to act by the Owner or the Supplier shall constitute a waiver of any right or duty
afforded either of them under the Contract, nor shall any such action or failure to act constitute an
approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES
Communications in writing 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 firm or to an
officer of the corporation for whom they are intended or if sent by post or by telegram, to have been
delivered within five (5) working days of the date of mailing, dispatch or for delivery to the telegraph company when addressed as follows:
The Owner at: 479 Island Highway, Victoria, B.C., V9B 1H7
The Supplier at:

ARTICLE A-7 LAW OF THE CONTRACT
The law of the Province of British Columbia shall govern the interpretation of the Contract.

ARTICLE A-8 SUCCESSION
The General Conditions of this Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof, the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.

SIGN, SEALED AND DELIVERED in the presence of:

OWNER
CRD Water Services
479 Island Highway
Victoria, BC V9B 1H7

Ted Robbins, General Manager
Capital Regional District-Integrated Water Services

SUPPLIER

Company Name

Address

Signature

Title
GENERAL CONDITIONS

6 DEFINITIONS

6.1 Owner—As defined in this Document, Owner shall refer to the Capital Regional District and includes the Owner's personal representatives or successors.

6.2 Supplier—The Supplier is the person, firm, or corporation identified as such in the Agreement and is referred to throughout the Contract Document as if singular in number and masculine in gender. The term Supplier means the Supplier or his authorized representative as designated to the Owner in writing.

6.3 The Work—The Work means the supply and delivery of one (1) – ½ Ton 4WD Crew Cab 6 Ft Box Pickup Truck as per the specifications listed in the attached Schedule “A”.

7 DOCUMENTS

7.1 The Contract Agreement shall be signed in duplicate by the Owner and the Supplier.

7.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

7.3 The intent of the Contract Documents is to include the labour, products and services necessary for the performance of the Work in accordance with these Documents. It is not intended, however, that the Supplier shall supply products or perform work not consistent with, covered by or properly inferable from the Contract Documents.

7.4 Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

7.5 References to the masculine or singular shall be considered to include the feminine and the plural as the context requires.

8 ADDITIONAL INSTRUCTIONS

8.1 During the progress of the Work, the Owner will furnish the Supplier such additional instructions to supplement the Contract Documents as may be necessary for the performance of the Work. Such instructions shall be consistent with the intent of the Contract Documents.

8.2 Additional instructions may be in the form of specifications, drawings, samples, models or other written instructions.

9 PAYMENT

Payments will be processed and paid for in accordance with the quoted prices.

10 PATENT FEES

10.1 The Supplier shall pay the royalties and patent license fees required for the performance of the Contract. He shall hold the Owner harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Supplier's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention by the Supplier or any one for whose acts he may be liable.

10.2 The Owner shall hold the Supplier harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Supplier's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of
invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Supplier as part of the Contract Documents.

11 DELIVERY
11.1 Delivery shall be made to the Owner F.O.B. To CRD IWS at 479 Island Highway, Victoria, B.C. V9B 1H7, clear of all Customs Duties and requirements; freight, duty, switching, wharfage, harbour dues, sales taxes and all other charges shall be paid by the Supplier. The Supplier shall be responsible for delivery of the goods.

11.2 The Supplier shall give at least 48 hours’ notice of delivery to the Owner. Deliveries will only be accepted Monday to Friday, during normal working hours.

12 TAXES
Provincial Sales Tax and Federal Goods and Services Tax shall be shown separately.

13 OWNER’S RIGHT TO STOP THE WORK OR TERMINATE CONTRACT
13.1 If the Supplier should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of his insolvency or if a receiver is appointed because of his insolvency, the Owner, without prejudice to any other right or remedy he may have, by giving the Supplier or receiver or trustee in bankruptcy written notice, terminate the Contract.

13.2 If the Supplier should neglect to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree, the Owner may notify the Supplier in writing that he is in default of his contractual obligations and instruct him to correct the default in the five (5) working days immediately following the receipt of such notice.

13.3 If the correction of the default cannot be completed in the five (5) working days specified, the Supplier shall be in compliance with the Owner's instructions if he:

a) Commences to correct the default within the specified time, and
b) Provides the Owner with an acceptable schedule for such correction, and
c) Completes the correction in accordance with such schedule.

14 INDEMNIFICATION
The Supplier shall indemnify and hold harmless the Owner, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Supplier's performance of the Contract.

15 WARRANTY AND GUARANTEE
15.1 The Work shall be warranted to be free of defects, and shall be guaranteed by the Supplier for a period of (1) year from the date of commissioning. On receipt of notice from the Owner, the Supplier shall promptly make all repairs arising out of defective workmanship or any equipment or materials supplied by him.

15.2 The Owner is hereby authorized to make such repairs if, ten (10) days after the giving of such notice to the Supplier, the Supplier has failed to make or undertake with due diligence said repairs; provided, however, that in the case of an emergency, where, in the opinion of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Supplier, and all expense in connection therewith shall be charged to the Supplier.
16 JUDGE OF WORK AND MATERIALS
16.1 The Owner shall be the final judge of all work, materials and plant in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final.

16.2 All materials shall be subject to inspection and testing and shall meet the approval of the Owner.

16.3 In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the specifications of the Contract, the Owner shall have the right either to reject them or to require their correction.

16.4 Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the Supplier from responsibility for such supplies as are not in accordance with the specifications.

17 ASSIGNMENT
The Supplier shall not assign, sub-let or let out as task work, any part of the Work and shall not assign any interest herein or any right to payment hereunder without first having had and obtained the consent in writing of the Owner which consent the Owner may withhold in its absolute discretion. If the Owner should consent to any such assignment, sub-letting or letting out as task work of all or any part of the Work, the Supplier shall by reason thereof, be in no wise relieved from his responsibility for the fulfilment of said Work, but shall continue to be responsible for the same in the same manner as if the said work had been performed by the Supplier himself.

18 DAMAGE TO PERSON AND PROPERTY
The Supplier shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Work, and the Supplier shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner whatsoever by the Supplier, or its employees.

19 SUGGESTIONS TO SUPPLIER
Any plan or method of work suggested by the Owner to the Supplier, but not specified or required, if adopted or followed by the Supplier in whole or in part, shall be used at the sole risk and responsibility of the Supplier; and the Owner shall assume no responsibility therefore.

20 PROOF OF COMPLIANCE WITH CONTRACT
In order that the Owner may determine whether the Supplier has complied with the requirements of this Contract, not readily determinable through inspection and tests of plant, equipment, work or materials, the Supplier shall, at any time when requested, submit to the Owner properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

21 RECTIFICATION OF DAMAGE AND DEFECTS
The Supplier shall rectify any loss or damage for which in the opinion of the Owner, the Supplier is responsible, at no charge to the Owner and to the satisfaction of the Owner. In the alternative, the Owner may repair the loss or damage and the Supplier shall pay to the Owner the costs of the loss or damage forthwith upon demand from the Owner. Where, in the opinion of the Owner, it is not practical or desirable to repair the loss or damage, the Owner may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Supplier hereunder.

22 APPROVAL OF SUPPLIER’S PROGRAM
Approval by the Owner of any drawing, method of work, or any information regarding materials and/or equipment the Supplier proposes to furnish shall not relieve the Supplier of his responsibility by the Owner, or any officer or employee thereof, and the Supplier shall have no claim under this Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work
or material and/or equipment so approved. Such approval shall be considered to mean merely that the Owner has no objection to the Supplier using, upon his own full responsibility, the plan or method of work proposed, or furnishing the materials and/or equipment proposed.

23 QUALIFICATIONS AND COMPETENCY
The Owner reserves the right to reject quotes from suppliers who are unable to provide evidence that they are capable of providing the necessary labour, materials, equipment and adequate financial arrangements for satisfactory performance of the Work and the provisions of this Contract as herein specified.

24 GENERAL QUALITY
24.1 The whole of the Work, whether or not so stated herein, shall be done in the most substantial and workmanlike manner with new materials, articles, equipment and workmanship of the best quality and description, and by employment of properly skilled workers, and in strict conformity with and as required by this Contract to the satisfaction of the Owner whether or not so stated herein. Materials and equipment shall be the products of suppliers or manufacturers of established good reputation regularly engaged in the supply or manufacture of such materials or equipment. The Supplier shall, upon the request of the Owner, furnish him with all vouchers, receipted bills and other documents showing the materials, articles and workmanship used by the Supplier in doing the Work.

24.2 Materials are to be applied in accordance with the manufacturer's directions. Use the techniques and application best suited for the type of material being used.

25 DAMAGES FOR DELAY
If the Work is not completed before or upon the expiration of the time limited therefor, all cost which the Owner shall be put to by reason thereof shall be charged to the Supplier.

26 ESTIMATED QUANTITIES
The respective amount of the material to be furnished and/or the work to be done under this Contract with respect to each of the items described in detail in the Specifications have been preliminarily estimated as set forth in the Schedule of Quantities and Prices and this estimation will be used as a basis for comparing quotes. The Owner does not expressly nor by implication agree that the actual amounts of any material to be furnished and/or work to be done will correspond even approximately to this estimate, but reserve the right to increase or decrease the amounts of any class or portion of the materials to be furnished and/or the work to be done as in its opinion may be in its interest.

27 CHARGES TO SUPPLIER
Everything charged to the Supplier under the terms of this Contract shall be paid by the Supplier to the Owner on demand and may be deducted by the Owner any monies due or to become due to the Supplier under this Contract and may be recovered by the Owner from the Supplier or his surety.

28 INSPECTION
All or any part of the Work, and all workshops or other places where material for the work is being prepared or stored, may be inspected by the Owner when and as often as the Owner shall deem it expedient, and the Supplier shall afford the Owner every facility and access requested by it and shall give it any and all information requested by the Owner in connection therewith.

29 WAIVER OF RIGHT OF OWNER
No action nor want of action on the part of the Owner at any time to exercise any rights or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the Owner of any of its said rights or remedies.
30  **SAMPLES AND TESTS**

   30.1 In the case of materials to be supplied by the Supplier, samples shall, if and when required by the specifications or the Owner, be prepared and submitted by the Supplier for approval, and these samples or test specimens shall be prepared and furnished with information as to their source in such quantities and sizes as may be required for proper examinations and tests, with all freight charges prepaid.

   30.2 All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, examinations, rejections and resubmissions before the time at which it is desired to incorporate the material into the Work. All tests of materials furnished by the Supplier shall be made by the Owner in accordance with a recognized standard practice. No such materials shall be used in the Work unless or until they have been approved in writing by the Owner, and samples of materials will be retained by the Owner for reference and comparison purposes.

31  **TIME IS OF THE ESSENCE**

Time shall be strictly of the essence of this Contract.

32  **EXTENSION OF TIME**

If the Supplier desires to claim an extension of the time allowed for the completion of all or any part of the Work by reason of being ordered to perform extra Work and/or furnish extra material or consequent upon any delay occasioned by strikes, lockouts by other than the Supplier himself alone, force majeure, or other cause beyond the control of the Supplier, he must give notice in writing to the Owner within five (5) working days after any such order has been given or such delay has first arisen, stating the reason for such delay and requesting an extension of time and in such event, the Owner shall in its absolute discretion determine what extension of time, if any, shall be allowed the Supplier for the Completion of the Work. No claim by the Supplier for an extension of the time allowed for the completion of all or any part of the Work shall be considered or allowed by the Owner unless it be for and results from one or more of the events of causes aforesaid and unless it be presented in the manner and within the time prescribed therefor in this Clause, unless the Owner determines otherwise. No such extension of time shall in any way affect the adequacy of the Contract price quoted or derogate in any way from the rights of the Owner under any provisions of the Contract and every such extension as aforesaid shall be deemed to be in full compensation and satisfaction for and in respect of actual or probable loss or injury sustained or sustainable by the Supplier in respect of any matter or things for which such extension as aforesaid shall have been granted.

33  **NO CLAIM AGAINST OWNER**

Unless otherwise particularly provided in the Contract, the Supplier shall have no claim or right of action against the Owner for damages, costs, expenses, loss of profits or otherwise howsoever because or by reason of any delay in the fulfilment of the contract within the time limited therefore occasioned by any cause or event within or without the Supplier's control, and whether or not such delay may have resulted from anything done or not done by the Owner under this Contract.

34  **DELIVERABLES**

Each truck shall be delivered with an owner's manual for each vehicle and **four (4) sets of keys**, including fobs if required, for each vehicle.
## Vehicle Specifications

**Light Duty, Crew Cab**

**1/2 Ton, 4x4 WD, 6 ft Box Pickup Truck**

### Model Year of Vehicle being bid
- **STATE**: ___________

### External
- GVWR: ___________ Kilograms
- GVW: ___________ Kilograms
- Wheel Base: ___________ Meters
- Body Style: **Crew Cab**
- Box Length: ___________ Meters

### Power Train/Drive Train
- 2 Wheel to 4 Wheel Selectable
- Engine: No. of Cylinders & Displacement
- Fuel: Gasoline
- Transmission: Automatic
- Tires/Wheels: Full size mounted spare
- Interior: Front seats 40/20/40, vinyl covered
- Exterior: Side mirrors - heated and remote controlled
- Paint: White

### Specifications
- Meets Specs – **Y (Yes) or N (No)**
- APPROX. - **STATE**

### Approximations
- APPROX.

### Painted Features
- Painted front & rear bumper
Vehicle must be delivered with a FULL tank of fuel.

Safety
At time of delivery, vehicle must meet or exceed all Federal, Provincial and local health, safety, lighting and noise regulations