



## INVITATION TO QUOTE (ITQ)

### ITQ # 10 VEHICLES (3/4 TON TRUCK AND SUV)

<b>Issue Date:</b>	October 31, 2023
<b>Closing Date and Time</b>	Bids must be received at the Closing Location BEFORE 2:00 pm Pacific Time on November 15, 2023
<b>Closing Location:</b>	<p>Bids must be submitted using one of the following delivery methods</p> <p><b>BC Bid Electronic Submission:</b> Submit an electronic Bid using BC Bid. Bids must be in accordance with the requirements set out in the process rules of the subject RFx. Only pre-authorized electronic bidders registered on the BC Bid system can make an electronic submission using the BC Bid system.</p> <p><b>OR</b></p> <p><b>Email Submission:</b> Submit a Bid by email. Bids by email must be submitted to the email address specified below in accordance with the email submission instructions set out in the process rules for the subject RFx. Include the opportunity description and ID in the subject line of the email.</p> <p><b>bcurrie@sooke.ca</b></p>
<b>Official Contact:</b>	<p>The Official Contact for this ITQ is:</p> <p>Ben Currie, Deputy Director of Financial Services, bcurrie@sooke.ca</p> <p>Enquiries related to this ITQ may only be directed in writing to the Official Contact using this email address. Information obtained from any other source is not official and should not be relied upon.</p>

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## 1. SUMMARY OF THE OPPORTUNITY

The District of Sooke (the “District”) intends to purchase two vehicles: one ¾ ton Truck with tow package and one SUV. Ideally, the Truck should be delivered by December 15, 2023, and the SUV preferably by December 31, 2023, although budget pressures may require delivery of the SUV in the District’s next fiscal year (i.e. in early 2024).

Bidders may bid on one or both vehicles, and for each vehicle, may offer a gasoline-powered, hybrid and/or electric vehicle option(s). The District will evaluate price as described in section 8 of this ITQ. The District intends to purchase just one Truck and one SUV, and will award each vehicle separately, meaning that a Bidder who offers both the Truck and the SUV may be awarded both vehicles, just one vehicle or neither vehicle.

Further details as to the scope of this opportunity and the requirements can be found within this ITQ.

## 2. DEFINITIONS

Throughout this ITQ, the following definitions apply (and the singular is interchangeable with the plural).

- a) “**Addenda**” means all additional information regarding this ITQ, including Amendments. The “Addenda” menu tab is located on the left margin of the specific opportunity in BC Bid. Suppliers may need to select and set the symbol denoted as “>>” to reveal the menu tab items.
- b) “**Agreement**” means a written agreement executed by the District and the Contractor as a result of this ITQ, which may take the form of a contract or purchase order.
- c) “**Amendment**” means a change to the ITQ that results in posting an updated version of the ITQ requiring Bidders to submit a new Bid to the ITQ as amended. Amendments will be noted in the amendment reason section of the “Overview” menu tab located on the left margin of the specific opportunity in BC Bid. Suppliers may need to select and set the symbol denoted as “>>” to reveal the menu tab items.
- d) “**BC Bid**” means BC Bid located at <https://www.new.bcbid.gov.bc.ca>.
- e) “**Bid**” means a written response to this ITQ.
- f) “**Bidder**” means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract, that submits a Bid.
- g) “**Bid Response Form**” means the Appendix B that Bidders are to use for their Bids.
- h) “**Business BCeID**” means a password ID that is required if a Bidder intends to prepare and submit Bids electronically using BC Bid. See <https://www.bceid.ca/> for more information.

- i) “**Business Day**” means Monday to Friday (exclusive of all B.C. statutory holidays) between the hours of 8:30 a.m. and 4:30 p.m. Pacific Time.
- j) “**Closing Date and Time**” means the closing time and date for this ITQ as set out on the cover page to the ITQ.
- k) “**Closing Location**” means, as applicable, the email address or BC Bid for the submission of Bids as set out on the cover page to the ITQ.
- l) “**Contractor**” means the successful Bidder to the ITQ who enters into a contract for services with the District, or to whom the District issues a purchase order for goods.
- m) “**Deliverables**” means the tangible items the Contractor provides to the District, including all goods and associated services, as described in section 4 of this ITQ.
- n) “**District**” means the District of Sooke.
- o) “**Enquiries Deadline**” means the preferred cut-off date for supplier questions set out on the “overview” tab within BC Bid. Supplier questions received after this date, if applicable, may not be answered.
- p) “**Invitation to Quote**” or “**ITQ**” means this solicitation process, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the District by Addenda.
- q) “**Issue Date**” means the date the ITQ was posted to BC Bid as set out on the cover page to the ITQ.
- r) “**must**”, or “**mandatory**” means a requirement that must be met in order for a Bid to receive consideration.
- s) “**Official Contact**” means the individual named on the cover page of this ITQ.
- t) “**RFx**” has the same meaning as ITQ as the term may appear in BC Bid, the Submission Declaration Form or BC Bid pop-up advisories associated with submitting a Bid.
- u) “**Submission**” as used in the Submission Declaration and within BC Bid and its pop-up advisories related to this ITQ has the same meaning as Bid.
- v) “**Submission Declaration Form**” means the form so identified and named in the ITQ for use with Bids submitted by email delivery if such submission methods are allowed by the ITQ.
- w) “**SUV**” means the vehicle described as the SUV in section 4.1 of this ITQ.
- x) “**Truck**” means the vehicle described as the ¾ ton truck in section 4.1 of this ITQ.
- y) “**You**” and “**Your**” as used in the Submission Declaration Form and any pop-up advisories related to this ITQ has the same meaning as Bidder.

### **3. BACKGROUND**

In order to manage its ongoing work, the District is in need of the Truck to support work District staff provide beginning in the 2023/24 winter season (i.e. beginning in November 2023). The SUV is required for the District's engineering team, who would prefer to take delivery prior to December 31, 2023, if budgets allow.

### **4. SPECIFICATIONS**

This section of the ITQ describes the scope of the Deliverables that the Contractor will provide to the District, as well as the responsibilities of the District as they relate to the Deliverables.

**NOTE:** The descriptions for each vehicle include internal combustion engines using regular gasoline, hybrid vehicles using regular gasoline, and electric-only vehicles. Bidders may bid on one, some or all of the different engine types. The District will determine a total cost of ownership, as described in section 8, for each vehicle requested and the award will be made as described in section 8.

#### **4.1. Detailed Description:**

Following is a detailed description of what the Contractor will provide to the District:

##### **4.1.1. Both the Truck and SUV**

Both vehicles are required to be new (i.e. not pre-owned) and to meet the following specifications:

- a) Exterior:
  - i. Fuel type: gasoline, hybrid, or all electric (see note above)
  - ii. Front and rear bumpers
  - iii. Single tone factory white paint
- b) Interior:
  - i. Tilt steering
  - ii. Keyed or fobbed locks to all doors, with 3 sets of keys or fobs (noting that fobs also require a key for use in case of a dead battery)
  - iii. Air conditioning
  - iv. Driver and passenger front sun visors
  - v. Power mirrors, locks and windows
  - vi. Cloth seats
  - vii. Front and rear rubber or vinyl floor mats

- c) Drive and Tires:
  - i. One full size spare tire and wheel that matches vehicle tires
  - ii. All wheel drive
  - i. All weather/all season tires with triple mountain peak and snow flake designations
- d) Electrical System:
  - iii. Intermittent windshield wipers
  - iv. 110 volt/400 watt inverter outlet interior
- e) Fuel Tank / Charge Capacity:
  - i. For internal combustion engine and hybrid vehicles, a fuel tank capable of holding at least 60 litres of gasoline
  - ii. For internal combustion engine vehicles, must confirm fuel economy for city and highway milage.
  - iii. For hybrid vehicles, must confirm fuel economy for city and highway milage.
  - iv. For electric vehicles, range on a single charge of no less than 350 km
  - v. Battery and Charger (electric vehicles only):  
Electric vehicle battery size must be 50kWh or larger.  
Electric vehicles must be compatible with a level one and level two charging station.
- f) Warranty (i.e. repairs and replacement parts are free of charge):
  - i. Three years or 60,000 km (whichever comes first) for all electrical and mechanical malfunctions
  - ii. For internal combustion and hybrid vehicles, five years or 100,000 km (whichever comes first) powertrain warranty (i.e. engine, transmission and related parts)
  - iii. For electrical vehicles, eight years or 160,000 km (whichever comes first) on the battery where net capacity falls below 70% of manufacturer's original capacity.

#### **4.1.2. $\frac{3}{4}$ Ton Truck**

In addition to the specifications listed in section 4.1.1., the Truck will also meet the following specifications:

- a) Exterior:
  - i. Extended cab
  - ii. Minimum 8' box, with spray on bed liner

- iii. Four-wheel drive
  - iv. Steps to cab and box
  - v. Tow package
  - vi. Locking bed cover (tonneau cover)
- b) Interior:
  - i. Seating capacity for at least two adults
- c) Axle and Suspension:
  - i. Limited slip or traction control
- d) Electrical
  - i. 12V power point inside the cab
  - ii. Power Inverter

#### **4.1.3. SUV**

In addition to the specifications listed in section 4.1.1., the SUV will also meet the following specifications:

- a) Exterior:
  - i. Four side doors (2 on either side at the front and 2 on either side of the back) plus one rear door;
- b) Interior:
  - i. Seating capacity for at least five adults

#### **4.2. Associated Services:**

The Contractor will:

- a) Have at least one authorized servicing location for each vehicle proposed within 32 km of the District's head office (2205 Otter Point Road, Sooke BC);
- b) Provide regular preventive maintenance services free of charge during the warranty period at its service location;
- c) Make other repairs, as requested by the District, at its service location; and
- d) Provide a free loaner vehicle of comparable size for any repairs that require more than 2 Business Days to complete.

#### **4.3. Delivery Date(s) or Term**

The District expects to have the Agreement with the Contractor in place by November 22, 2023. Ideally, the District would prefer that the delivery of the Truck and SUV will be within six weeks of executing the Agreement (i.e. expected on or before January 3, 2024), although a longer lead time for delivery is acceptable. The District may be able to accept delivery before the end of 2023, if



this is possible, but reserves the right to delay delivery until early 2024 if required due to budgetary constraints.

#### **4.4. District Responsibilities:**

The District will be responsible to:

- a) Conduct timely inspections of the Truck and SUV provided by the Contractor;
- b) Follow up with any issues and concerns with Deliverables within five (5) Business Days; and
- c) Deliver the Truck and SUV for any preventative maintenance required under the warranty.

### **5. AGREEMENT**

Appendix A: Agreement Form sets out the form of purchase order or contract that applies to this purchase. Bidders should carefully review ITQ process rule 9.13 and the terms and conditions set out in Appendix A: Agreement Form, including the Schedules.

### **6. BID REQUIREMENTS**

For a Bid to be considered, a Bidder must clearly demonstrate that they meet the mandatory requirements set out in section 8.1 (Mandatory Criteria) of the ITQ. Bids that do not meet all mandatory criteria will not be considered further.

All Bids that meet the mandatory requirements will be evaluated against the specifications described in section 4 of this ITQ. Any Bid that fails to meet the specifications will not be considered further. However, section 4 is not guaranteed to be comprehensive; Bidders should use their own judgment and ask questions of the Official Contact (as described on the front cover page of this ITQ) to determine how to best meet the requirements set out in this ITQ.

The ITQ Appendix B Bid Response Form provides the format that Bidders are to use for their Bids.

### **7. BID FORMAT.**

- a) Bidders should ensure that they comply with all mandatory requirements and to fully respond to all other requirements in the ITQ in order to be considered.
- b) The following format, sequence, and instructions should be followed in order to provide consistency in Bids and to ensure each compliant Bid receives full consideration.
- c) All pages should be consecutively numbered.

- d) If the ITQ allows email Bid submission and if the Bidder is submitting its Bid by email then a signed Submission Declaration (as found in Appendix C) must be submitted as part of the Bidder's Bid.
- e) The ITQ Appendix B Bid Response Form or a form substantially similar to the Appendix B must be prepared and completed to the extent applicable; and must be submitted as the Bidder's Bid.
- f) Bids should not contain links to information that is not set down directly in the Bidder's Bid. Should this occur, the District may disregard any referred to source of information that is not contained in the Bid being evaluated.

## 8. SELECTING A BID

A committee formed by the District that may include employees and contractors of the District and other appropriate participants will review all Bids received. The District intends to offer the Agreement(s) with the Bidder(s):

- Who has met all mandatory criteria; and
- Whose Bid meets all Deliverable specifications; and
- Who has offered the lowest price.

Bidders may submit a Bid for just the Truck, just the SUV or a separate price for each. Bidders may submit a Bid for one, two or all three of the acceptable options (i.e. gasoline-powered internal combustion engine, hybrid and electric vehicle) for the Truck and/or SUV. The District may award both vehicles to a single Bidder, or each vehicle to separate Bidders.

**NOTE:** For greater clarity, the District intends to purchase just one Truck and one SUV.

### 8.1. .Mandatory Criteria

Bids not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
a) The Bid must be in English.
b) The Bid must be received at the Closing Location before the Closing Date and Time
c) The Bid must comply with the delivery submission method requirements set out in the ITQ cover page of this document and in accordance with ITQ sections 9.1 and 9.2.
d) If the Bid is submitted by email delivery (if allowed by the ITQ), the Bid must include a Submission Declaration (Appendix C) signed by an authorized representative of the Bidder

Mandatory Criteria
e) The ITQ Appendix B Bid Response Form or a form substantially similar to the Appendix B must be prepared and completed to the extent applicable; and must be submitted as the Bidder's Bid.
f) The Bid must meet or exceed the specifications for the Truck and SUV as described in section 4.1 of this ITQ.

## 8.2. Specifications

Bids meeting all the mandatory criteria set out above will be ranked by price, as described in section 8.3 of this ITQ. The lowest priced Bid will be further assessed against the specifications described in section 4 Deliverables. If any of these specifications are not met, the Bid will be set aside, and the next lowest priced Bid will be assessed against these same specifications. The lowest priced Bid that has met all mandatory requirements and specifications will be offered the Agreement.

## 8.3. Determining Lowest Price

The overall price of each vehicle offered in Bids will be determined as follows

- a) For each vehicle (i.e. the Truck and the SUV), the District will apply a total cost of ownership model.
- b) Total cost of ownership includes the combined costs of:
  - i. The price proposed;
  - ii. The expected regular maintenance costs between the time the warranty ends and the end of seven (7) years since purchase; and
  - iii. The expected costs for installation and maintenance of an electrical vehicle charging station.
- c) Fuel consumption for gasoline and hybrid options and electricity costs for electric vehicles will be calculated using the annual consumption costs found [here](#) as follows (if the actual make and model is not listed, a reasonable equivalent vehicle will be used):
  - i. For year one, the value indicated will be used;
  - ii. For year two, the value used for year one will be increased by 6.7% for gasoline and hybrid vehicles (based on the annual average increase in gasoline in BC between 2017 and 2023 as found [here](#)), and by 2.5% for electric vehicles (based on the electricity component of the consumer price index from 2007 to 2017 found [here](#));

- iii. For each subsequent year (years 3 through 7), the previous year's cost will be multiplied by 6.7% for gasoline and hybrid vehicles and 2.5% for electric vehicles; and
- iv. The overall cost of gasoline or electricity will be the sum total of each of the seven years' overall costs.
- d) Regular maintenance will be calculated by inserting the make and model into <https://carcosts.caa.ca/> and using the maintenance costs for the first seven years of ownership, excluding any years where such maintenance is offered at no additional charge as per the warranty (if the actual make and model is not listed, a reasonable equivalent vehicle will be used).
- e) For electric vehicles, \$2,130 will be added for the cost of installing one Level 2 EV charging station. If electric vehicles are offered for both the SUV and Truck, this cost will be added twice as separate EV chargers are required for each electric vehicle.
- f) The Bid that has met all mandatory requirements and specifications, as described in sections 8.1 and 8.2 above, and that also offers the lowest price as defined above will be considered the frontrunner for this ITQ. The District will offer the Agreement to the frontrunner Bidder.

#### **8.4. Reference Checks**

The District may conduct reference checks on the frontrunner Bidder.

The Bidder, on request by the District, will provide referee information set out below that demonstrates experience successfully providing similar goods and/or services to the Deliverables.

References need to be from a referee that is not the Bidder. For each Bidder reference, the Bidder should provide the following information:

- a) Company name (if applicable) of referee;
- b) Current contact name, position, mailing address, telephone number and email address of the referee; and
- c) Brief description of what the Bidder provided to the referee.

Failure to provide the referee information set out above will result in the Bidder failing the reference check. Reference checks will be conducted on a pass-fail basis. The District reserves the right to reject the Bidder whose references, in the District's sole opinion, are deemed to be unsatisfactory.

In addition, the District reserves the right to contact referees that were not provided to the District by the Bidder to obtain references. This includes contacting substitute referees from the same reference company as the one provided by the Bidder.

The District reserves the right, on a pass-fail basis, to reject any Bidder if any of these other references, if any, in the District's sole opinion, are deemed to be unsatisfactory. These reference check provisions do not replace and should not

be deemed to replace or be inconsistent with any reservation of rights in favour of the District, including any reservation of rights set out in section 9.20 of this ITQ.

## 9. ITQ PROCESS RULES

### 9.1. Acceptance of Terms and Conditions

**9.1.1** Submitting a Bid indicates acceptance of all the terms and conditions set out in the ITQ, including all appendices, Addenda and these ITQ process rules.

**9.1.2** A Bid must be signed by a person authorized to sign on behalf of the Bidder with the intent to bind the Bidder to the ITQ and to the statements and representations in the Bidder's Bid:

- a) For Bids submitted by a Bidder with a Business BCeID that is registered to submit its Bid electronically through BC Bid, clicking the "I Agree and Submit" button that follows the pop-up advisory associated with Bid submission constitutes the signature of the Bidder and is acceptable without additional signature. By submitting its Bid electronically through BC Bid, the Bidder is agreeing to the terms and conditions of the ITQ.
- b) For Bids submitted by email, Bidders must complete and submit the Submission Declaration Form found in Appendix C.

### 9.2. Submission of Bids

**9.2.1** Bids must be received before the Closing Date and Time at the Closing Location using one of the permitted submission methods specified on the cover page of this ITQ. Bids must not be sent in a manner not authorized by the ITQ. The Bidder is solely responsible for ensuring that, regardless of the submission method selected, the District receives a complete Bid, including all attachments or enclosures, before the Closing Date and Time.

**9.2.2** For electronic submissions (BC Bid or email), the following applies:

- a) The Bidder is solely responsible for ensuring that the complete electronic Bid, including all attachments, is received before Closing Date and Time.

- b) The maximum size of any attachment uploaded to BC Bid electronically, is required to be 500 MB or less.
- c) The maximum size of each email attachment is required to be 20 MB or less (Bidders are solely responsible for ensuring that email Bid submissions comply with any size restrictions imposed by the Bidder's internet service provider).
- d) Bidders should submit email Bid submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Bidder may make multiple submissions (BC Bid upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Bidders should identify the order and number of emails making up the email Bid submission (e.g. "email 1 of 3, email 2 of 3...").
- e) For email Bid submissions sent through multiple emails the District reserves the right to seek clarification or reject the Bid if the District is unable to determine what documents constitute the complete Bid.
- f) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Bidders submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The District may reject Bids that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

**9.2.3** Bidders are encouraged to become a registered e-bidding user of BC Bid. Only registered e-bidding users of BC Bid can make electronic Bids on BC Bid. BC

Bid e-bidding is an annual fee-based subscription service and the duration of the registration process for e-bidding may vary for different users. Bidders should refer to the BC Bid website for further information. For email Bid submissions, including any withdrawal of a Bid or any changes to a Bid referred to in Section 9.9, the subject line of the email and any attachment should be clearly marked with the name of the Bidder, the ITQ opportunity ID, and the opportunity description.

**9.2.4** The District strongly encourages Bidders using electronic submissions to submit Bids with sufficient time to complete the upload and transmission of the complete Bid and any attachments before the Closing Date and Time.

**9.2.5** The Bidder bears all risk associated with delivering its Bid by electronic submission, including but not limited to delays in transmission between the Bidder's computer and the District's email system or BC Bid.

**9.2.6** While the District may allow for email Bid submissions, the Bidder acknowledges that email transmissions may be unreliable. The Bidder is solely responsible for ensuring that its complete email Bid submission and all attachments have been received before the Closing Date and Time. If the District's email system rejects an email Bid submission for any reason, and the Bidder does not resubmit its Bid by the same or other permitted submission method before the Closing Date and Time, the Bidder will not be permitted to resubmit its Bid after the Closing Date and Time. If the Bidder receives any email confirmation from the District that is associated with an email Bid submission, despite the content of such email, any such email will not serve to confirm that a complete, sufficient, or timely Bid or other related submission has been made by the Bidder or received by the District.

**9.2.7** Submitting through BC Bid may afford the Bidder with tooltips that may be useful and advisories that information is incomplete and/or that mandatory fields have not been completed. Accordingly, those Bidder that nonetheless elect to

use other submission methods (if allowed) will not benefit from these advisories and assume all risks of submitting by such submission methods. Should a Bidder elect to use submission methods (if allowed) other than submitting through BC Bid, the Bidder consents to the District taking such steps that are necessary to input information from Bidder's Bid into BC Bid for evaluation purposes.

**9.2.8** For Bids submitted by e-mail, by submitting a clear and detailed written notice by email to the Official Contact, the Bidder may revise or withdraw its Bid before the Closing Date and Time. Upon the Closing Date and Time, all Bids become irrevocable as set out in section 9.6.

### **9.3. Amendments and Addenda**

Bidders should continually monitor the ITQ as published on BC Bid in the event any Amendment or Addenda to the ITQ have the effect of requiring a Bidder to submit a new Bid to the ITQ in lieu of any Bid to the ITQ that a Bidder may have submitted before such Amendment or Addenda. All Amendments will be noted in the amendment reason section of the "overview" menu tab on BC Bid. All Addenda will be noted on the "addenda" menu tab.

### **9.4. Additional Information**

**9.4.1** It is the sole responsibility of the Bidder to check for Addenda and Amendments on BC Bid.

**9.4.2** Bidders are encouraged to become a registered user of BC Bid and to subscribe to BC Bid's email notification service to receive notices regarding Amendments and procurements or other opportunities organized by commodity codes selected by the registered user. BC Bid's email notification service is an annual fee-based subscription service, and the duration of the registration process may vary for different users. Bidders should refer to the BC Bid website for more information.

## **9.5. Late Bids**

Bids will be marked with their receipt time at the Closing Location. Only Bids received and marked before the Closing Date and Time will be considered to have been received on time. Bids received late will be marked late and not considered or evaluated. In case of a dispute, the Bid receipt time as recorded by the District at the Closing Location will prevail whether accurate or not.

## **9.6. Bid Irrevocability**

Bids will be open for acceptance and irrevocable for at least 30 days after the Closing Date and Time.

## **9.7. Pricing**

Without limiting any terms or conditions set by the District in this ITQ, the following terms and conditions apply to pricing for the ITQ:

- a) Prices will be firm for the entire Agreement period unless the ITQ specifically states otherwise.
- b) Regardless of the allowed Bid submission method, if unit pricing is required to be proposed and the sum total of that unit pricing is being evaluated, whether or not the Bidder is required to provide a sum total of that unit pricing, so long as all of the required unit pricing components are proposed, if the Bidder has made a mathematical error in adding up the sum total of all required unit pricing, then and in that event the District will compute and take the mathematically correct sum total of the proposed unit pricing for purposes of evaluation and contracting.

## **9.8. Completeness of Bids**

By submitting a Bid, the Bidder covenants and warrants that, if the ITQ is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Bid or will be provided by the Contractor at no additional charge.

## **9.9. Changes to Bids**

**9.9.1** For Bids submitted by e-mail, by submitting a clear and detailed written notice by email to the Official Contact, the Bidder may revise or withdraw its Bid before the Closing Date and Time. Upon the Closing Date and Time, all Bids become irrevocable as set out in section 9.6. The Bidder will not change any part of its Bid after the Closing Date and Time unless requested by the District for purposes of clarification. Bids cannot be amended after the Closing Date and Time.

**9.9.2** For Bids submitted through BC Bid, in order to amend the Bid electronically through BC Bid, the Bidder will need to copy the previous submission using the "other actions" menu and submit a new Bid before the Closing Date and Time.

**9.9.3** For Bids submitted through BC Bid, to withdraw a Bid electronically through BC Bid, the Bidder will need to go to the "submission history" tab and select "submission withdrawn" from the dropdown in the "withdrawn" column of the table on that screen. Withdrawn Bids cannot be recovered. This must be done before the Closing Date and Time or the Bid will not have been withdrawn. Bids cannot be withdrawn after the Closing Date and Time.

**9.9.4** In lieu of amending or withdrawing a Bid in accordance with above subsections (instances where the Bid was initially submitted electronically through BC Bid), the Bidder may withdraw its Bid by submitting a clear and detailed written notice by email to the Official Contact before the Closing Date and Time. In the case of an amendment under this subsection, the Bidder should transmit a complete Bid containing all revisions sent by email to the Official Contact as a separate attachment; and by doing so the Bidder is reaffirming its agreement to all of the terms and conditions of the ITQ, including these ITQ process rules.



## **9.10. Conflict of Interest, Unfair Advantage, Bias and No Lobbying**

**9.10.1** By submitting a Bid, the Bidder confirms that the current or past employment or other interests or relationships of the Bidder (including a Bidder's subcontractors and named personnel, if any) do not create or lead to any actual, potential or perceived conflict of interest, unfair advantage, bias or reasonable apprehension of bias that would favor the Bidder (including a Bidder's subcontractors and named personnel, if any) with respect to the procurement process.

**9.10.2** A Bidder may be disqualified if the Bidder's (including a Bidder's subcontractors and named personnel, if any) current or past corporate or other interests, may, in the District's opinion, give rise to an actual or potential conflict of interest, unfair advantage or reasonable apprehension of bias that would favor the Bidder (including a Bidder's subcontractors and named personnel, if any) and thereby import unfairness into the procurement process. This includes, but is not limited to, involvement by a Bidder (including a Bidder's subcontractors and named personnel, if any) in the preparation of the ITQ or a relationship with any employee, contractor or representative of the District involved in preparation of the ITQ, participating on the evaluation committee or in the administration of the Agreement.

**9.10.3** If a Bidder is in doubt as to whether there might be a conflict of interest, unfair advantage or reasonable apprehension of bias, the Bidder should consult its own advisors and notify and consult with the Official Contact prior to submitting a Bid.

**9.10.4** A Bidder must not attempt to influence the outcome of the ITQ process by engaging in lobbying activities. Any attempt by the Bidder to communicate for this purpose directly or indirectly with any employee, contractor, or representative of the District, including members of the evaluation committee and any elected officials of the District, or with the media,

may result in disqualification of the Bidder.

## **9.11. Subcontractors**

**9.11.1** Unless the ITQ states otherwise, the District will accept Bids where more than one organization or individual is proposed to provide the Deliverables described in the ITQ, so long as the Bid identifies the lead entity that will be the Bidder and that will have sole responsibility to deliver the Deliverables under the Agreement. The District will enter into an Agreement with the Bidder only.

**9.11.2** All subcontractors, including affiliates of the Bidder, should be clearly identified in the Bid.

**9.11.3** A Bidder may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the District's opinion, give rise to a conflict of interest, unfair advantage, bias or reasonable apprehension of bias as set out in ITQ section 9.10.

**9.11.4** Where applicable, the names of approved subcontractors listed in the Bid will be included in the Agreement. No additional subcontractors will be added, nor other changes made to this list in the Agreement without the written consent of the District.

## **9.12. Evaluation**

**9.12.1** Bids will be assessed in accordance with the evaluation process described in section 8..

**9.12.2** The District will be under no obligation to receive further information, whether written or oral, from any Bidder.

**9.12.3** The District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Bid.

## **9.13. Agreement**

**9.13.1** By submitting a Bid, the Bidder agrees that should its Bid be successful, the Bidder will enter into an Agreement with the District on substantially the same terms and conditions set out in Appendix

A: Agreement Form and such other terms and conditions to be finalized to the satisfaction of the District, if applicable.

**9.13.2** Written notice to a Bidder that it has been identified as the successful Bidder and the subsequent full execution of a written Agreement will constitute a an Agreement for the goods and/or services, and no Bidder will acquire any legal or equitable rights or privileges relative to providing the goods and/or services until the occurrence of both such events.

**9.13.3** Bidders should avoid adding content or text to their Bids that means, or could be construed to mean, that the Bidder does not accept the Appendix A: Agreement Form (or any associated content, schedules, etc.). If a Bid contains content or text that means, or could be construed to mean, that the Bidder does not accept the Appendix A: Agreement Form (or any associated content, schedules, etc.), such Bid content or text may result in the Bid being noncompliant and eliminated from the ITQ process.

**9.13.4** Any questions about the form of Agreement should be sent to the Official Contact before the Closing Date and Time or, if applicable, any Enquiries Deadline.

**9.13.5** Bidders should carefully review the entire ITQ, including these ITQ process rules, including sections 9.1 and 9.2.

## **9.14. Agreement Finalization Delay**

If a written Agreement cannot be finalized with provisions satisfactory to the District within thirty days of notification of the successful Bidder, the District may, at its sole discretion at any time, thereafter, terminate discussions with that Bidder and either commence finalization of an Agreement with the next ranked Bidder or choose to terminate the ITQ process and not enter into an Agreement with any of the Bidders.

## **9.15. Limitation of Liability and Bidder's Expenses**

**9.15.1** By submitting a Bid, the Bidder agrees on behalf of itself and its predecessors, successors, parent

companies, subsidiary companies, affiliates and successors or assigns, that they will not make claims for and otherwise irrevocably waives any claims whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the ITQ or with respect to the ITQ competitive process, including claims for costs, expenses and loss of profits if no Agreement is made with the Bidder, including any other Bidder.

**9.15.2** Notwithstanding the foregoing, nothing in this section shall limit the right of a Bidder to access and utilize the Bid Protest Mechanism established under the New West Partnership Trade Agreement.

**9.15.3** Bidders are solely responsible for their own expenses in participating in the ITQ process, including costs in preparing a Bid and for subsequent finalizations, if any, with the District. Notwithstanding and without any waiver of the foregoing provisions of this section, at the sole discretion of the District, the District reserves the right to pay a Bidder an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Bid.

## **9.16. ITQ Information Disclaimer**

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

## **9.17. No Commitment to Award**

The ITQ should not be construed as an agreement to purchase goods or services. The lowest priced or any Bid will not necessarily be accepted. The ITQ does not commit the District in any way to award an Agreement.

### 9.18. No Implied Approvals

Neither acceptance of a Bid nor execution of an Agreement will constitute approval of any activity or development contemplated in any Bid that requires any approval, permit, or license pursuant to any federal, provincial, regional district or municipal statute, regulation, or by-law.

### 9.19. Legal Entities

The District reserves the right in its sole discretion to:

- a) disqualify a Bid if the District is not satisfied that the Bidder is clearly identified;
- b) prior to entering into an Agreement with a Bidder, request that the Bidder provide confirmation of the Bidder's legal status (or in the case of a sole proprietorship, the Bidder's legal name and identification) and certification in a form satisfactory to the District that the Bidder has the power and capacity to enter into the Agreement;
- c) not to enter into an Agreement with a Bidder if the Bidder cannot satisfy the District that it is the same legal entity that submitted the Bidder's Bid; and
- d) require security screenings for a Bidder who is natural person, subcontractors, and key personnel before entering into an Agreement and decline to enter into an Agreement with a Bidder or to approve subcontractor or key personnel that fail to pass the security screenings to the District's satisfaction.

### 9.20. Reservation of Rights

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

- a) to modify the terms of the ITQ at any time prior to the Closing Date and Time, including the right to cancel the ITQ at any time prior to entering into an Agreement with a Bidder;

- b) in accordance with the terms of the ITQ, to accept the Bid or Bids that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a Bid;
- d) to request clarification(s) from a Bidder with respect to its Bid, including clarification(s) with respect to its Bid on non-material administrative matters; or where Bid provisions are ambiguous, without any obligation to make such a request to any other Bidders;
- e) to reject any Bid due to unsatisfactory references or unsatisfactory past performance under contracts with the District, or any material error, omission or misrepresentation in the Bid;
- f) at any time, to reject any or all Bids;
- g) at any time, to terminate the competition without award and obtain the goods and/or services described in the ITQ by other means (including, a future solicitation) or do nothing; and
- h) to exclude a Bidder from participation in the ITQ, at any point in the ITQ process, where there is supporting evidence, on grounds of Bidder:
  - i. bankruptcy;
  - ii. false declarations or misrepresentations;
  - iii. significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the District;
  - iv. final judgments in respect of serious crimes or other serious offences;
  - v. engaging in conduct prohibited by the *Competition Act* such as bid rigging as described in section 47 of the *Competition Act*, or engaging in conspiracies, agreements or arrangements between

- competitors as described in section 45 of the *Competition Act*; or
- vi. professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Bidder.

### **9.21. Ownership of Bids**

All Bids and other records submitted to the District in relation to the ITQ become the property of the District and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the ITQ, will be held in confidence.

### **9.22. Copyright**

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Bidder to prepare and submit a Bid.

### **9.23. Confidentiality Agreement**

The Bidder acknowledges that prior to the Closing Date and Time it may be required to enter into a confidentiality agreement with the District in order to obtain access to confidential materials relevant to preparing a Bid.

### **9.24. Collection and Use of Personal Information**

Bidders are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the ITQ requires Bidders to provide the District with personal information of employees who have been included as resources in response to the ITQ, Bidders will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District. Such written consents should specify that the personal information may

be forwarded to the District for the purposes of responding to the ITQ and used by the District for the purposes set out in the ITQ. The District may, at any time, request the original consents or copies of the original consents from Bidders, and upon such request being made, Bidders will immediately supply such originals or copies to the District.

### **9.25. Enquiries to Official Contact**

**9.25.1** Enquiries related to this ITQ including any requests for information or clarification may only be directed in writing to the Official Contact using the "enquiries" interface or the email address identified on the "opportunity details" menu tab, who (subject to the Enquiries Deadline, the preferred cut-off date and time for enquiries set out in the RFx general information section of the "overview" tab), will respond if time permits before the Closing Date and Time.

**9.25.2** Information obtained from any other source is not official and should not be relied upon.

**9.25.3** Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to Bidders.

**9.25.4** Despite the foregoing, the District may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part. The District may in its sole discretion choose whether to post any such enquiries (as reformulated if reformulated) and responses to BC Bid or otherwise distribute to Bidders.

### **9.26. Trade Agreements**

This ITQ is covered by the following trade agreements:

- a) New West Partnership Trade Agreement; and
- b) Canadian Free Trade Agreement

## **APPENDIX A – AGREEMENT FORM**

By submitting a Bid, the Bidder agrees that should its Bid be successful the Bidder will enter into an Agreement with the District. IF the Bidder's form of Agreement is to be used, the Bidder agrees that the District's legal counsel will review the Bidder's Agreement terms and condition.. This review may result in the District requesting changes to the Bidder's Agreement clauses which will be negotiated and finalized to the satisfaction of the District and Bidder.

## APPENDIX B – BID RESPONSE FORM

Complete the following table and submit it as the Bid in accordance with the instructions in this ITQ.

**ITQ [Insert ITQ number and Name]**

### Part 1: Bidder Identification

<b>Bidder's Legal Name, as well as "Doing Business as Name", if applicable</b>	
<b>Bidder's Primary Office Address</b> (Add all details relating to the street address. Do not use a P.O. Box)	
<b>Bidder's Toll-free Telephone Number, if applicable</b>	
<b>Bidder's Website Address, if applicable</b>	
<b>Authorized Representative's Name</b>	
<b>Authorized Representative's Title</b>	
<b>Authorized Representative's Email Address</b>	
<b>Authorized Representative's Phone Number</b>	

### Part 2: Bidder Contact Information

If the Bidder would like someone other than the authorized representative identified in Part 1 to receive any future communications regarding this Bid, please identify that person below.

<b>Bidder's Contact's Name</b>	
<b>Bidder Contact's Title</b>	
<b>Bidder Contact's email Address</b>	
<b>Bidder Contact's Phone Number</b>	
<b>Bidder Contact's Address</b>	

### Part 3: Subcontractor Information

If the Bidder intends to use any subcontractor(s), the Bidder should provide the information called for below (expand Table as necessary).

<b>Legal Name of the Subcontractor, as well as "Doing Business As" name if applicable</b>	
<b>Subcontractor's business address</b>	
<b>Subcontractor role in the delivery of the goods and/or services</b>	

### Part 4: Bid Price and Other Details

- A.** Provide a single price for each line item listed that pertains to the Bid, as well as the additional information being requested. Bidders may bid on one, some or all of the items listed but the District intends on purchasing one Truck and one SUV. Refer to section 4 of this ITQ for a fulsome description of each line item. Price will be evaluated in accordance with section 8 of this ITQ.

All prices are to be firm and inclusive, as the District will not pay any additional amounts for delivery to its head office location in Sooke, with the exception of PST and GST that applies to the final sale price (include everything except GST and PST in the price(s) proposed).

#### TRUCK:

<b>Make and Model – gasoline-powered internal combustion engine Truck</b>	
<b>Truck – gasoline powered internal combustion engine price</b>	\$
<b>Confirm that all the specifications described in section 4.1 for the gasoline-powered internal combustion engine Truck are met</b> (if any are not met, this vehicle will not be considered)	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>Describe the warranty (time and items covered)</b>	
<b>Describe the regular maintenance that is included in the price bid</b>	
<b>Make and Model – hybrid Truck</b>	
<b>Truck – hybrid price</b>	\$
<b>Confirm that all the specifications described in section 4.1 for the hybrid Truck are met</b> (if any are not met, this vehicle will not be)	YES <input type="checkbox"/> NO <input type="checkbox"/>

Part 4: Bid Price and Other Details	
considered)	
<b>Describe the warranty (time and items covered)</b>	
<b>Describe the regular maintenance that is included in the price bid</b>	
<b>Make and Model – electric vehicle Truck</b>	
<b>Truck – electric vehicle price</b>	\$
<b>Confirm that all the specifications described in section 4.1 for the electric vehicle Truck are met</b> (if any are not met, this vehicle will not be considered)	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>Identify the types of chargers that are compatible with this vehicle</b>	
<b>Describe the warranty (time and items covered)</b>	
<b>Describe the regular maintenance that is included in the price bid</b>	
<b>SUV:</b>	
<b>Make and Model – gasoline-powered internal combustion engine SUV</b>	
<b>SUV – gasoline powered price</b>	\$
<b>Confirm that all the specifications described in section 4.1 for the gasoline-powered internal combustion engine SUV are met</b> (if any are not met, this vehicle will not be considered)	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>Describe the warranty (time and items covered)</b>	
<b>Describe the regular maintenance that is included in the price bid</b>	
<b>Make and Model – hybrid SUV</b>	
<b>SUV – hybrid price</b>	\$
<b>Confirm that all the specifications described in section 4.1 for the hybrid SUV are met</b> (if any are not met, this vehicle will not be considered)	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>Describe the warranty (time and items covered)</b>	



Part 4: Bid Price and Other Details	
Describe the regular maintenance that is included in the price bid	
Make and Model – electric vehicle SUV	
SUV – electric vehicle price	\$
Confirm that all the specifications described in section 4.1 for the electric vehicle SUV are met (if any are not met, this vehicle will not be considered)	YES <input type="checkbox"/> NO <input type="checkbox"/>
Identify the types of chargers that are compatible with this vehicle	
Describe the warranty (time and items covered)	
Describe the regular maintenance that is included in the price bid	
<b>B.</b> Describe the lead time required from the time the order is placed to delivery at the District in Sooke BC for each applicable vehicle. Refer to section 4.3 of this ITQ for expected lead times.	
Truck – gasoline powered internal combustion engine	
Truck - hybrid	
Truck – electric vehicle	
SUV – gasoline powered internal combustion engine	
SUV - hybrid	
SUV – electric vehicle	
<b>C.</b> Describe the location for servicing of each vehicle offered, as described in section 4.2 that is within 32 km of the District’s head office. Add more lines if more than one service location applies.	
Address:	
Services provided at this location:	
<b>D.</b> Identify the make and model of the loaner vehicle(s) available to the District if any repairs require more than two Business Days to complete	

## APPENDIX C – SUBMISSION DECLARATION FORM

**NOTE:** This form is only required if submitting the Bid via email, if these are permitted Closing Locations. If submitting via BC Bid (if allowed), this form is not required.

For purposes of this advisory: (i) the word “RFx” means that certain type of procurement or information gathering process identified in the “overview” menu tab of the BC Bid application to which You are submitting a response; (ii) Your response to the RFx, regardless of the opportunity type, is referred to as Your “Submission”; (iii) the submitting party is referred to as “You” or “Your”; and (iv) each of the defined terms in this paragraph are cross-referenced to defined terms set out in the applicable RFx.

You are about to make a Submission to an RFx. By submitting the Submission, You agree:

- i. to the BC Bid Terms and Conditions of Use located [here](#);
- ii. to all of the terms and conditions of the RFx, including any applicable process rules pertaining to the RFx that are located in the “process rules” section of the BC Bid application; and
- iii. affirm and declare that Your authorized representative's name being signed, or an image of that signature being affixed on this form, will constitute Your legally binding signature.

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SIGNATURE OF YOUR AUTHORIZED REPRESENTATIVE

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PRINT YOUR NAME

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PRINT NAME OF YOUR AUTHORIZED REPRESENTATIVE

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