THE CORPORATION OF THE VILLAGE OF LUMBY
1775 GLENCAIRD STREET
LUMBY, B.C. V0E 2G0

REQUEST FOR QUOTATION
#15-01 Fleet Vehicle

You are hereby invited to hand deliver, fax or email your price quotation for the supply and delivery of a newer model fleet vehicle.

Confidential faxed quotes will be received at the office of the finance department via fax at 250-547-6894 or emailed to info@lumby.ca or hand delivered in a clearly marked sealed envelope to 1775 Glencaird Street, Lumby B.C. V0E 2G0 up to closing time of **12:00 p.m. local time, Friday May 1, 2015.**

Further information may be obtained from the Village of Lumby by calling 250-547-2171

The Village of Lumby reserves the right to accept or reject all or any quotes and to accept the quote in total or in part, or to accept the Quote which it deems most favorable in the interest of the Village of Lumby.

The lowest or any quote will not necessarily be accepted.

VILLAGE OF LUMBY

PART 1 INSTRUCTIONS TO BIDDERS

1. **Submission of Quote:**
   Confidential faxed Quotes will be received at the office of the finance department at **250-547-6894** or emailed to **info@lumby.ca** or hand delivered in a clearly marked sealed envelope to **1775 Glencaird Street, Lumby B.C.** up to closing time of 12:00 p.m. local time, Friday May 1, 2015.

   If Bidder sends quote by fax or email, the Bidder assumes the entire risk that staff at the receiving office will properly receive the Quotation document by the Closing deadline. The Village assumes no risk or responsibility whatsoever that any fax or email will be received as required herein and shall not be liable to any Bidder if for any reason an electronic bid is not properly received.

2. **Closing Date**
   Quotes will be received up to **12:00 p.m. local time, Friday May 1, 2015.** Quotes received after the closing time will be returned unopened.

3. **Acceptability of Quote**
   Quotes must be submitted on the "Quote Form" attached and clearly marked with the Quote number as identified herein.

   Quotes that are unsigned, incomplete, illegible, unbalanced, obscure, or other irregularities may be rejected. Quote form **must** contain the Bidders business or home address and his legal status must be disclosed and must be signed by a duly authorized official. The Quote shall be open for acceptance for a period of **thirty (30) days** from the date of closing of this Quote.

   The Corporation of the Village of Lumby reserves the right to waive any irregularities at their own discretion. Unit prices shall be filled in where indicated on the Quote form. The Village reserves the right to accept or reject all or any portion of any Quote at any time. The lowest of any Quote not necessarily accepted.

4. **Quote Inquiries / Clarifications:**
   If a Bidder has any question about the contents of the Request for Quotation, or about any matters relating to it (including as to any clarification, errors or omissions of or in this Request for Quote), the question must be directed in writing to the Village's representative at the contact address set out below before **12:00 p.m., local time, Friday April 24, 2015.** The Village's representative will respond to all inquiries via posting an addendum no later than end of next business day on the Village's website (www.lumby.ca)

Finance Department
Village of Lumby
Phone: (250) 547-2171 | Fax: (250) 547-6894
Email: info@lumby.ca

5. Bidder Price & F.O.B.

The Bidder shall be submitted in Canadian funds only, and shall cover the goods complete with all equipment as specified herein. If any discrepancy is found between the unit price and extended price submitted and total for Quote price, the unit cost shall be considered as representing the intention of the Bidder.

The Quote price is to be **quoted F.O.B. the Village of Lumby**, designated site in Lumby, British Columbia, Canada.

Quote shall be for a newer model vehicle that meets or exceeds the minimum required specifications. Bidders may submit additional or alternate Quotes if so desired. Extra copies of Quote Forms may be submitted for this purpose.

6. Optional Goods / Equipment

Not applicable. Optional goods/equipment information should not be provided by the bidder. Should the Village be interested in optional goods/equipment it may, at its own discretion, inquire with any vendor(s) it so chooses.

7. Quote Addendums

It is the bidder's responsibility to check for any addendums which may be posted on the Village of Lumby's website (www.lumby.ca).

8. Supply of Goods Conditions:

Before submitting the Quote the Bidder shall satisfy him or herself as to the local conditions. The Bidder is fully responsible for obtaining all information for the preparation of this Quote and for the supply of the vehicle. Without limiting the generality of the foregoing, the Bidder shall satisfy him or herself of any special risks, contingencies, regulations, safety requirements and other circumstances which may be encountered.

9. Award of Quote

The Village reserves the full right, in its sole discretion and according to its own judgment of its best interest to reject any and all Quotes.

10. Liability

The Bidder shall ensure that the Village of Lumby, its officers and employees, are saved harmless from any liability whatsoever arising out of the Bidder's performance or non-performance of the term of this Quote, including the performance by any sub-Contractor.

11. Terms & Conditions

The Corporation of the Village of Lumby's Purchase Terms and Conditions are included on the last page of this document.

12. Re-Quote

In the event of only one eligible Quotation submitted for the above work, it is understood that the Owner, may at his option, "Quote" the work for better response without any change being made to the Quotation documents.

13. <u>Best Value:</u>

The following factors may be taken into consideration when making the purchasing decision and assessing best buy:

1. Price;
2. Delivery and Delivery Costs;
3. Quality and performance of goods offered;
4. Availability of spare parts and repair service;
5. Degree of suitability with requirements and/or specifications;
6. Vendors' financial stability and business reputation;
7. Goods delivery timeline, quality of service, support and follow-up;
8. Life expectancy of goods offered.

Quote #15-01 – Supply of Fleet Vehicle: Specifications

Required: One (1) newer model fleet vehicle

THERE ARE FOUR (4) MUST HAVE'S:	
Feature	**Description (Description to be completed by Bidder)**
1) Cab (**MUST** be 4 Door Crew or Quad Cab)	
2) Powertrain (**MUST** have 4 Wheel Drive)	
3) Body Color (**MUST** be solid white)	
4) Extra set of tires on rims (**MUST** have summer or all seasons AND winters – all on rims)	
1. BODY & CHASSIS	
Feature	**Description (Description to be completed by Bidder)**
Year	
Make	
Model	
Kilometers	
Regular or Short Box (no Long Box)	
Gross vehicle weight rating	
Maximum payload	
HD service, handling and towing, suspension package	
Tire/wheel size and specifications	
Steering and brakes	
Trailer Hitch Receiver, brake controller and/or wiring harness	
2. POWERTRAIN	
Feature	**Description (Description to be completed by Bidder)**
Engine size and specifications	
Engine HP @ RPM Torque (lb/ft) @ RPM	
Fuel Consumption – Highway (litre/100km)	

Fuel Consumption – City (litre/100km)	
Heater, engine block	
Transmission	
Transfer case (i.e. 4WD Electronic Shift on the Fly)	
Rear Axle Ratio	
Electronic Locking	
Alternators, Battery	
3. INTERIOR EQUIPMENT	
Material (fabric, leather, etc.)	
Center storage	
Air conditioning	
Windows (power, tinted, etc.)	
Floor mats (heavy duty, standard, etc.)	
AM-FM Stereo, CD player or MP3 player with digital clock	
Ignition keys, programmed	
Tilt Steering column, Intermittent Wiper System	
Interior dome light	
4. WARRANTY	
State Warranty Coverage, if offered.	
5. OTHER	
Any other information the bidder prefers to include	

Bidder Initials _____ (Page 1 of 3 – Quote Form – #15-01)

THE CORPORATION OF THE VILLAGE OF LUMBY
QUOTE #15-01
Fleet Vehicle

In accordance with "Quote Information & Instructions and Specifications" as supplied and which I/we have carefully examined, the undersigned hereby submits a firm Quote to supply as per attached minimum specifications, for the following price & terms:

1. PRICE $_____
2. LESS TRADE (At buyers option): **No Trade** $ 0.00
3. DIFFERENCE (item #1 minus item #2) $_____
4. P.S.T. (on item #3) $_____
5. BATTERY AND TIRE LEVY $_____
6. G.S.T. (on item #3 plus item #5) $_____

TOTAL PRICE *** $_____

***** TOTAL PRICE <u>cannot exceed $ 30,000.00</u>**

Delivered F.O.B. Lumby municipal office: 1775 Glencaird Street, Lumby, B.C.

This firm offer expires _____2015.

Quote forms not properly completed and signed will not be considered valid Quotes.

The lowest or any Quote will not necessary be accepted.

NAME:_____DATE:_____

ADDRESS:_____

POSTAL CODE_____TELEPHONE:_____

SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTE:

_____

NAME & TITLE OF PERSON ABOVE:

(PLEASE PRINT)_____

Bidder Initials _____ (Page 2 of 3 – Quote Form – #15-01)

THE CORPORATION OF THE VILLAGE OF LUMBY
QUOTE #15-01

NEWER MODEL FLEET VEHICLE

CERTIFICATION IN RESPECT TO DELIVERY

This is to certify that I/we, _____

have given due and careful consideration in respect to our attached guarantee to delivery to the Corporation of the Village of Lumby in_____

days from date of order, the vehicles or equipment listed in our attached Quote of

_____2015.

SIGNATURE & TITLE OF SIGNING OFFICER:_____

DATE: _____

ACTUAL DELIVERY (To be filled in by the Village) TIME _____ _____DAYS REMARKS:

SIGNATURE:_____

Bidder Initials _____ (Page 3 of 3 – Quote Form – #15-01)

TERMS AND CONDITIONS

1. GENERAL TERMS & CONDITIONS
A purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence. All applicable transportation charges must be prepaid unless instructions to the contrary appear on the face of the purchase order. A separate invoice in duplicate must be rendered for each order and for each shipment or delivery. Goods and Services Tax (GST) must be shown separately on the invoice along with the GST registration number. A packing list must be included with each shipment applied against this order. No charge will be accepted for packing, handling or cartage, unless expressly agreed. Advise immediately of any shortage or delay in shipment. Where applicable serial numbers are to be shown on the invoice including serial numbers of trade-in equipment. WHMIS legislation requires suppliers to provide appropriate labels and material safety data sheets for regulated products. No product containing asbestos shall be supplied at any time without written authorization.

2. PAYMENT TERMS
Payment by the Village shall be made after final acceptance by the Village of the goods and services, notwithstanding any previous passing of title to the goods. Unless otherwise stated on the Purchase Order, payment terms are net thirty (30) days. Payment terms begin the date the Accounts Payable Department receives the invoices. Prices are to include all packing, handling, taxes, duties and are otherwise all-inclusive.

3. APPLICABLE LAW
The terms of this Purchase Order shall be governed and construed in accordance with the laws of the Province of British Columbia.

4. SUSPENSION, CHANGES AND CANCELLATION
The Village may, upon notice in writing to Vendor suspend or cancel this Purchase Order, change the quantity, specifications or other attributes of the goods ordered or change the place or time of delivery of such goods. The Village shall appraise the value of such suspension, cancellation or change and adjust the purchase price as is reasonably required to reflect the appraisal. No adjustments will be made for goods already delivered.

5. TITLE / WARRANTY / COMPLIANCE
The Vendor warrants and represents to the Village that it has good and marketable title to the goods, free and clear of any and all claims, charges or other encumbrances, and that it has full authority to transfer title to the goods to the Village. All goods supplied by Vendor shall conform to the specifications, drawings, samples or descriptions are provided the goods shall be new and of the best quality. Vendor warrants that the goods shall be, and remain for a period of twelve (12) months following acceptance by the Village, of merchantable quality fit for the purpose for which they are intended and free from defects in workmanship of materials and design, where design in the responsibility of Vendor.

All goods, equipment, supplies, labour and workmanship associated with this purchase must conform to all necessary standards for use in Canada and the Province of British Columbia such as CSA, ULC, ETL, WCB, Canadian Weights and Measures, Canadian Electrical Codes, etc.

6. ACCEPTANCE OF GOODS
The goods shall be subject to inspection and testing by the Village within a reasonable time after receipt. If upon inspection or testing the goods, or any portion thereof, do not conform to specification or fail to meet Vendors warranties as contained herein, then the Village at its option may:
(a) reject and return the goods to Vendor; (b) require Vendor, at its sole cost and expense, to replace the nonconforming or defective goods in a manner and time satisfactory to the Village; or
(c) require Vendor, at its sole cost and expense, to repair the nonconforming or defective goods in a manner and time satisfactory to the Village. The Village shall be under no obligation for the goods until they have been accepted by the Village.

7. LIABILITY AND INDEMNITY
Vendor shall indemnify and hold the Village harmless from and against any and all expenses, actions, causes of action, damages, claims and demands whatsoever, either at law or in equity, arising as a result of or in connection with the performance or non-performance of this Purchase Order by Vendor. Vendor's obligation to indemnify and hold the Village harmless shall include, but not be limited to, any cause, action, suit, proceeding claims or demand based upon actual or alleged infringement of any Canadian or foreign letters patent, copyright trade secret or trademark.

8. WAIVER
Waiver by the Village of the strict performance of any term, condition, covenant, warranty or agreement in this Purchase Order shall not itself constitute a waiver or abrogate such term, condition, covenant, warranty or agreement, nor be a waiver of any subsequent breach of same or other provision of this Purchase Order.

9. EXCUSABLE DELAY
Neither party shall be in default from any failure to perform hereunder, if such failure arises from an unexpected delay. For purposes of this Purchase Order, an unexpected delay shall mean an act of war (whether declared or undeclared), the order of any court or government body or agency of competent jurisdiction, fire, flood, earthquake, unusually severe weather, or strike, but shall not include a lack of money. The party claiming relief thereunder shall give prompt notice to the other, together with all necessary information with respect to the circumstances of the unexpected delay.

10. TITLE
Title to any documents (including designs, specifications, or drawings), proofs, dies or templates, supplied by the Village or produced by Vendor upon the request of The Village shall at all times rest with the Village.

11. TERMINATION
If Vendor should default in performance hereof or breach any of its obligations of this Purchase Order, cease to carry on its business, be adjudged bankrupt or make an assignment for the benefit of creditors, or if a trustee or receiver of Vendor's business or assets is appointed, then the Village may cancel this Purchase Order in whole or in part. The Village shall have no liability or obligation whatsoever to Vendor by reason of or resulting from such cancellation but at the Village's sole discretion may pay Vendor its actual direct out-of-pocket costs of performance. The goods or uncompleted portions of the goods shall be the property of the Village and Vendor shall safely hold the same for a reasonable time pending receipt of the Village's written instructions for the shipping or other disposition of the goods.

12. ASSIGNMENT
Vendor shall not assign, subcontract or otherwise transfer, in whole or in part, any of its rights or obligations hereunder without the prior written consent of the Village.

13. SET-OFF
The Village may set-off against any amounts owed to Vendor under this Purchase Or Order or any amounts that become due or owing it to Vendor by the Village.

14. INSPECTION
Materials or equipment purchased hereunder are subject to inspection and approval upon delivery at the Village's place of business. The Village reserves the right to reject and refuse acceptance of merchandise which is not in accordance with the instructions and specifications of the merchandise ordered or not in compliance with Vendor's warranty (expressed or implied). Merchandise not accepted will be returned to Vendor at Vendor's expense. Payment for any merchandise hereunder shall not be deemed an acceptance thereof.

15. INDEPENDENT CONTRACTORS
Vendor shall be an independent contractor and shall at no time be considered to be an agent, servant, or partner of the Village.

16. ENTIRETY OF AGREEMENT
This Purchase Order, together with all documents, drawings or specifications incorporated herein, comprises the entire agreement between the parties and supersedes all other previous statements, representations, or agreements, whether oral or written.