



**REGIONAL DISTRICT  
of Fraser-Fort George**

**INVITATION TO TENDER**

**DS-20-01**

**SUPPLY AND DELIVERY OF**

**ONE NEW 2020 SUBARU FORESTER  
SPORT**



---

**TABLE OF CONTENTS**

INVITATION TO TENDER .....	3
INSTRUCTIONS TO TENDERERS .....	4
Tender Documents .....	4
Closing Date and Opening of Tenders .....	4
Tender Submissions .....	4
Regional District's Right to Reject Tender .....	5
Waiver of Claims for Compensation .....	5
Proof of Ability .....	6
Errors, Omissions, Clarifications .....	6
Tender Format .....	6
Examination of Contract Documents .....	6
Prices and Specifications .....	6
Tender Evaluation Process .....	7
Award of Contract .....	7
Form of Contract .....	7
Ownership of Tenders and Freedom of Information .....	8
SCHEDULE OF PRICES .....	9
CONFLICT OF INTEREST DISCLOSURE STATEMENT .....	10
APPENDIX A - SPECIFICATION SHEET .....	11



## **INVITATION TO TENDER**

The Regional District of Fraser-Fort George (the “Regional District”) invites tenders for the supply and delivery of one (1) new 2020 Subaru Forester Sport.

Two (2) complete copies of your Tender must be submitted in a sealed package marked “**ITT DS-20-01, Supply and Delivery of One New 2020 Subaru Forester Sport**” to be received by:

General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8

up to **10:00 a.m. on Thursday, May 21, 2020**. Responding tenderers must have their name, full mailing address, Tender number and description clearly marked on the outside of the Tender envelope **as well as** on the outside of the courier envelope/box if being sent by courier. Tenders will be opened and reviewed **at** the Regional District office after the closing deadline. Due to the office currently being closed to the public, the successful tenderer will be notified, and results will be posted on the RD website.

To be considered, tenders must be signed by an authorized signatory of the Tenderer. By signing the Tender, the Tenderer is bound to statements made in response to this Invitation to Tender (“ITT”). Any tender received by the Regional District that is unsigned will be rejected.

Tender Documents may be obtained on, or after, Thursday, May 7<sup>th</sup>, 2020:

- a) in a PDF (Public Document Format) file format from the Regional District’s website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca), or
- b) on the BCBid® website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca).

All subsequent information regarding this ITT, including amendments, addenda and answers to questions will also be available as above.

The lowest, or any tender, will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all Tenders. Tenders submitted by fax, electronically, or not in original Regional District format will **NOT** be accepted. Late tenders will be rejected.

For further information regarding this tender, please email:

Dana Ferguson  
Senior Building Inspector  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8

Email: [dferguson@rdffg.bc.ca](mailto:dferguson@rdffg.bc.ca)



## **INSTRUCTIONS TO TENDERERS**

The Regional District invites tenders for:

Invitation to Tender DS-20-01  
Supply and Delivery of One New 2020 Subaru Forester Sport

**Tenders not submitted in strict accordance with these instructions or not complying with the requirements stated in the ITT documents may be rejected.**

### **Tender Documents**

Tender documents may be obtained on, or after, Thursday May 7<sup>th</sup>, 2020:

- a) in a PDF (Public Document Format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca); or
- b) on the BCBid® website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca).

All subsequent information regarding this ITT, including amendments, addenda and answers to questions will also be available as above.

It is the sole responsibility of the tenderer to ascertain that they have received a full set of the ITT documents. Upon submission of their tender, the tenderer will be deemed conclusively to have been in possession of a full set of the ITT documents.

Inquiries relating to this ITT are to be **emailed to**:

Dana Ferguson  
Senior Building Inspector  
Email: [dferguson@rdffg.bc.ca](mailto:dferguson@rdffg.bc.ca)

### **Closing Date and Opening of Tenders**

Sealed tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3rd Floor, 155 George Street, Prince George, BC, not later than 10:00 a.m. local time on Thursday, May 21, 2020.

### **Tender Submissions**

Tenderers will complete pages 9 through 11 and submit two (2) copies of these pages in a **sealed envelope**. **The following information must be written on the outside of the sealed envelope containing the tender submission, as well as on the outside of the courier envelope/box (if sending by courier):**

1. Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8
2. INVITATION TO TENDER DS-20-01  
SUPPLY AND DELIVERY OF ONE NEW 2020 Subaru Forester Sport
3. Responding Tenderer's name and address.



---

Tenders submitted by fax, electronically, or not in the original Regional District format will **NOT** be accepted. **Tenders not submitted in strict accordance with these instructions or not complying with the requirements in this ITT may be rejected.**

Any tender submission received after the closing date and time (**Thursday May 21, 2020 at 10:00 a.m.**) will be considered disqualified and will be rejected.

#### **Regional District's Right to Reject Tender**

The Regional District reserves the right, in its sole discretion, to waive informalities in tenders, reject any and all tenders, or accept the tender deemed most favorable in the interests of the Regional District. The lowest cost tendered, or any tender, will not necessarily be awarded.

If a tender contains a defect or fails in some way to comply with the requirements of this ITT, which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect and accept the Tender.

Tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in this ITT, whether or not such non-compliance is material.

The Regional District reserves the right to reject a tender based on potential or perceived conflict of interest.

The Regional District reserves the discretion to reject any tender where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the Tenderer, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- b) in the case of a tender submitted by a tenderer who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

**When submitting a tender, the Tenderer is required to complete, sign, and include with their Tender a Conflict of Interest Disclosure Statement (see page 10).**

The Regional District reserves the right to reject any tender submitted by a tenderer who is, or whose principals are, at the time of tendering, engaged in a lawsuit against the Regional District in relation to work similar to that being tendered.

#### **Waiver of Claims for Compensation**

Except for a claim for the reasonable cost of preparation of its tender, by submitting a tender, each tenderer irrevocably waives any claim, action, or proceeding against the Regional District including, without limitation, any judicial review or injunction application, and any claim against the Regional District and its elected officials, officers and employees for damages, expenses or costs, loss of profits, loss of opportunity or any consequential loss for any reason, including any such claim, action or proceeding arising from:

- 1) any actual or alleged unfairness on the part of the Regional District at any stage of the tender process, including without limitation, any alleged unfairness in the evaluation of a tender or award of a contract.
- 2) a decision by the Regional District not to award a contract to that tenderer; or



- 3) the Regional District's award of a contract to a tenderer whose tender does not conform to the requirements of this ITT.

### **Proof of Ability**

A tenderer will be competent and capable of supplying the product. The Regional District may request proof of ability.

### **Errors. Omissions. Clarifications**

Tenderers finding discrepancies, errors, or omissions in this ITT, or requiring clarification on the meaning or intent of any part therein, should immediately request in written form, **by email**, clarification from Dana Ferguson, at [dferguson@rdffg.bc.ca](mailto:dferguson@rdffg.bc.ca)

Any requests for explanations, interpretations, or clarifications made by tenderers, must be submitted in writing, by email, to Dana Ferguson at [dferguson@rdffg.bc.ca](mailto:dferguson@rdffg.bc.ca) by 5:00 p.m. Thursday, May 14, 2020 in order that amendments, if necessary, are available to all tenderers in time to be considered for the preparation of their tender.

If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of the ITT is required, then the Regional District will issue an addendum and the addendum will be posted on the Regional District website and BC Bid. **It is the sole responsibility of the Tenderer to check for addendums.**

The Regional District will not accept responsibility for any damages, costs or expenses incurred by a tenderer in reliance on oral instructions. Any work done in preparation of a tender after discovery of discrepancies, errors, or omissions in the ITT will be done at the tenderer's risk unless the discrepancy, error, or omission is reported to Mr. Ferguson in accordance with this provision.

### **Tender Format**

Tenderers are asked to respond in a similar manner and to submit **two (2) complete copies** of their Tender. The following format and sequence, with all pages consecutively numbered, is to be followed in order to provide consistency in tenders and to ensure each tender receives full and complete consideration.

- a) Tenderers will complete pages 9 through 11:
  - Schedule of Prices: completed, signed and dated;
  - Conflict of Interest Disclosure Statement: completed, signed and dated;
  - Completed Appendix A - Specification Sheet.
- b) Additional information that the Tenderer may choose to provide.
- c) All amendments and addenda, if any, issued for this ITT. Each amendment and addenda must be **signed** by the Tenderer and be included with their Tender and will form part of the Contract documents.

### **Examination of Contract Documents**

The Tenderer shall be deemed to have satisfied themselves as to the sufficiency of the tender for the product and the prices stated on the Schedule of Prices. These prices shall cover all the Tenderer's obligations under the Contract, and all matters necessary for the proper supply of the product.

### **Prices and Specifications**

The prices shown on the Schedule of Prices shall be in Canadian funds and include duties, royalties, handling, levies, rebates, transportation, delivery, dealer preparation, overhead, profit and all other charges. The Goods and Services Tax, the Provincial Sales Tax, environmental levies and government rebates are to be shown separately.



According to the ITT specifications, pricing is to be submitted for the supply and delivery of one new 2020 Subaru Forester Sport pursuant to all terms and conditions outlined in this ITT and attached Specification Sheet (Appendix A) herein, F.O.B. Prince George, BC and shall be good for the duration of ninety (90) days from the date of tender opening.

### **Tender Evaluation Process**

Evaluation of tenders will be by a committee formed by the Regional District in order to provide a recommended award of contract (the "Contract"). Tenders should be clear, concise, and complete.

The following tender evaluation methodology will be used by the committee to evaluate the tenders received:

a) Compliance with ITT requirements	<b>10%</b>
b) Price	<b>80%</b>
c) Delivery Date	<b>10%</b>

**TOTAL: 100%**

Throughout the evaluation process, the Regional District, at its sole discretion, may request additional written clarification and/or supplemental information from selected tenderers as part of the evaluation process.

### **Award of Contract**

The Contract is expected to be awarded not later than Monday, June 22, 2020. All tenderers will be advised, in writing, as to the awarding of the Contract.

The Regional District may, in its sole discretion, delay the date of awarding the Contract if deemed appropriate by the Regional District.

The Regional District intends to award the Contract to a Tenderer who most closely meets the conditions and specifications herein under the tender evaluation process section above.

The Dealer Purchase Agreement, together with the ITT documents, Tenderer's tender submission, and appendices, amendments or addenda, forms the Contract.

The Regional District reserves the right to disqualify any tender that fails to meet any of the requirements or specifications herein.

The Regional District reserves the right not to proceed with the award of any contract resulting from this tender process.

### **Form of Contract**

The Contract to supply and deliver one new 2020 Subaru Forester Sport will be in the form of:

- the complete ITT DS-20-01 document, including all appendices, amendments or addenda;
- Tenderer's tender submission; and
- a Dealer Purchase Agreement.

A purchase order from the Regional District to the Tenderer will be authorization to pay the Tenderer.



The Regional District reserves the right not to proceed with the award of any contract resulting from this tender process.

**Ownership of Tenders and Freedom of Information**

Tenders will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this ITT. Each tender should clearly identify any information that is considered to be confidential or propriety information. Tenderers are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including tenders, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for tenderers, upon request by a tenderer, subject to the *Freedom of Information and Protection of Privacy Act*.





**SCHEDULE OF PRICES**

The price tendered for one new 2020 Subaru Forester Sport(or New) as per the specifications contained in Appendix A shall be in Canadian funds and include duties, royalties, handling, levies, rebates, transportation, delivery, dealer preparation, overhead, profit and all other charges. The Goods and Services Tax, Provincial Sales Tax, and environmental levies and government rebates are to be shown separately.

According to the tender specifications, pricing is to be submitted to provide the following FOB Prince George, BC and shall be good for duration of ninety (90) days from date of tender opening:

Price	\$ _____	
Environmental Levies (Tire and Battery)	\$ _____	
<b>Less:</b>		
Clean Energy Vehicle Government Rebate (if applicable)	\$ _____	= \$ _____
<b>Total Price Excluding Taxes</b>		\$ _____
GST		\$ _____
PST		\$ _____
<b>Total Price Including Taxes</b>		\$ _____

Estimated delivery date from date of award of ITT (Thursday, June 18, 2020): \_\_\_\_\_

Are you a GST Registrant?  Yes  No

If YES, Tax Registration Number: \_\_\_\_\_

If NO, please complete the following:

Supplier qualifies as a small supplier under s. 148 of the legislation  Yes  No

\_\_\_\_\_  
Authorized Signatory Signature

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, Province, Postal Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date



**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

**Invitation to Tender DS-20-01  
Supply and Delivery of One New 2020 Subaru Forester Sport**

Tenderer's Name: \_\_\_\_\_

The Tenderer, including its officers, employees, and any person, sub-contractor, or other entity working on behalf of, or in conjunction with, the Tenderer on this procurement process:

- is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- has not, and will not, participate in any improper procurement practices that can provide the Tenderer with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reasons(s) for Conflict of Interest:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By signing below, I certify that all statement made on this form are true and correct to the best of my knowledge.

\_\_\_\_\_  
Print Name of Person Signing Disclosure

\_\_\_\_\_  
Authorized Representative of:

\_\_\_\_\_  
Signature of Person Making Disclosure

\_\_\_\_\_  
Date Signed



**APPENDIX A - SPECIFICATION SHEET**

We understand the difficulty of designing a specification sheet that conforms to all the different manufacturer’s specifications. As a result, we have included columns for the tenderer to confirm compliance or non-compliance with the specification and to specify variations. These columns must be completed and submitted and will be a factor in determining the successful tenderer.

ITEM	SPECIFICATION	COMPLIANT	NON-COMPLIANT	STATE THE VARIATION OF ITEM BEING SUPPLIED
Model	2020 Subaru Forester Sport (or Newer)			
Trim	Sport			
Color	White			
Block Heater	Block Heater Accessory			
Winter Tires	Studded winter tires			
Additional Rims	Rims supplied with the Winter Tires			
Remote starter	Installed with 2 fobs for remote car start			
Cargo	Cargo Liner & Pet divider installed			
Additional Items	Husky weather Guard Floor Liner Mats (Front)			
Additional Items	3 sets of keys			