REQUEST FOR QUOTE No. 2565

Supply and Deliver Five (5) Fully Electric Passenger Vehicles

ISSUED: February 3, 2020

CLOSING LOCATION:
Purchasing Department
2020 Labieux Road
Nanaimo, BC
V9T 6J9

ESTABLISHED CLOSING DATE AND TIME:
Quotes must be received prior to:
February 24, 2020 at or before 3:00 PM (15:00 hours) Pacific Time

INQUIRIES:
Jennifer Gal, Buyer
purchasinginfo@nanaimo.ca

Late Submissions will not be considered
And
Submissions will not be opened publicly
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Section 1.0  Introduction

1.1  Purpose

The City of Nanaimo invites Bids for the supply and deliver of five (5) Fully Electric Passenger Vehicles, as described in Section 4.0, Schedule C and Schedule D.

The Vehicles will be delivered in operating condition to the City of Nanaimo, Public Works Yard – Fleet Department, 2020 Labieux Road, Nanaimo, British Columbia.

The following Schedules are posted separately as fillable forms:

- Schedule A - Bidders Information Form
- Schedule B - Price Sheet
- Schedule C - Mandatory Specifications
- Schedule D - Non-Mandatory Specifications

At the City's sole and absolute discretion, the City may choose to establish a City Fleet Standard Model for purchase of additional Fully Electric Passenger Vehicles for a maximum time frame of three (3) years. Alternatively, the City in its sole and absolute discretion, may issue a new RFQ for additional Fully Electric Passenger Vehicles after the initial purchase or any future purchases contemplated.

1.2  Intention of Award

It is the intention of the City to award to one Proponent.

1.3  Fiscal Funding Out

The Bidder acknowledges that the City cannot make financial commitments beyond the City's current fiscal year. In this regard, the City shall annually make bona fide requests of its approving authority for appropriations of sufficient funds to make payments covered by this Contract.

In the event that the approving authority not appropriate such funds, the City will notify the Bidder, as set forth below, of its intention to terminate the goods or services. This notice will also state that unless further funds are appropriated prior to the expiry of the period of the notice, the services are to be terminated and that the City shall not replace the service with substitute or comparable service by another party. If further funding is appropriated within twelve (12) months from the date of termination, the City will either; renew the award to the Bidder or if the City and Bidder are unable to reach an agreement on the terms of a renewed award the City will issue a new RFQ. If further funds are appropriated more than twelve months after the date of termination, the City will issue a new RFQ.
Such termination will take effect thirty (30) calendar days from the date of notification and will not constitute an event of default.

1.4 **No Exclusivity**

In the event that the successful Bidder fail to meet the contractual obligations as follows:

- Unable to provide the required goods and or services either as listed in this RFQ or as modified from time to time; or
- Unable to deliver the required goods and or services at the required time and location.

The City shall, in its sole discretion, reserve the right to source and purchase the goods and or services from other suppliers to meet operational requirements.

1.5 **Definitions**

The following definitions apply to the interpretation of the Bid Document;

“Addendum / Addenda” means a change, or addition, or correction significant enough to be formally made to this RFQ. Addenda are posted on the City’s website.

“Bidder” means the Person, Company or Corporation providing a response to this RFQ.

“Business Day” means any day from Monday to Friday inclusive, excluding statutory or civic holidays observed in British Columbia.

“City” means the City of Nanaimo or CON.

“Closing Location” means the location that all bids for this RFQ will be accepted at.

“Contract” means a legal document and any attachments that bind the City and all other parties subject to the provisions of the Contract(s).

“Contractor/Consultant/Supplier” means the successful Bidder(s) to this RFQ who enters into a Contract with the City for the Services requested in this RFQ.

“Established Closing Date and Time” means the deadline for the submission of Quotes as set out herein.

“Mandatory Requirements” means those requirements described herein, which shall be fully satisfied in order for any Bid to be considered by the City as a qualified Bid.

“May” used in this document denotes permissive.
“Project” is the project defined herein.

“Request for Quote” (RFQ) means the document issued by the City used to solicit submissions to provide goods, services or construction for the City.

“Shall” or “Will” or “Must” used in this document denotes imperative.

“Sub-Contractor/Sub-Consultant” means a legal entity approved by the City that may undertake the execution of a part of the Work pursuant to a Contract with the Bidder, and includes both “brokers” and “Sub-Contractors”.

“Submission” or “Quote” means the information submitted by a Bidder in response to this RFQ.

“Successful Bidder(s)” means a Bidder who the City will award the Contract to resulting from this document.

“Work” means the total goods and or services required by the RFQ, as described in the Scope of Work.

“Vehicle(s)” means a complete Fully Electric Passenger Vehicle as generally described in Section 4.0, Schedule C, and Schedule D.
Section 2.0  Instructions to Bidders

2.1  RFQ Closing Date and Submission Instructions

It is the sole responsibility of the Bidder to submit their response to the Purchasing Department prior to the Established Closing Date and Time by one (1) of the following two (2) methods:

i. Hand/courier delivery: Proponents MUST submit one (1) original hard copy and one (1) electronic version in MS Word/PDF format submitted on an external flash drive. The Quote MUST be enclosed and sealed in an envelope/package clearly marked: **RFQ 2565 Supply and Deliver Five (5) Fully Electric Passenger Vehicles**; attention: Jennifer Gal and delivered and addressed to the Purchasing Department, City of Nanaimo, 2020 Labieux Road, Nanaimo, BC V9T 6J9.

Hand delivered Quotes MUST be in a sealed opaque envelope, marked on the outside with the Bidders name, title of the Project and reference number.

**Note:** The City will not be liable for any discrepancy between the hard copy submission and the electronic version. In the event of a discrepancy between the hard copy submission and the electronic version, the electronic version will prevail.

ii. Electronic Bid Opportunity Portal: follow this hyperlink: [https://www.nanaimo.ca/bid-opportunities/](https://www.nanaimo.ca/bid-opportunities/). Click the submit button for **RFQ 2565 Supply and Deliver Five (5) Fully Electric Passenger Vehicles**, register by providing all the required information; upload the submission document(s) and click submit.

- An email confirmation will be sent to the email address that has been registered.
- Registration is required for each submission.

Electronically submitted Quotes will be deemed to be successfully received when the time as posted on the Submission portal confirmation email is at or before the Established Closing Date and Time.

It is the Bidder’s sole responsibility to ensure their Quote is received when, where and how it is specified in this RFQ document. The City is not responsible for lost, misplaced or incorrectly delivered Quotes.

The time clock in the Purchasing Department office is the official timepiece for the receipt of all Quotes delivered by hand/courier.

**Note:** Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion at any time.
2.2 Signature

The Quote must be signed, in hand writing, by a person authorized to legally bind the Bidder to the statements made in the Response to this RFQ.

2.3 Inquiries and Clarifications Related to this RFQ

All inquiries regarding this RFQ are to be directed in writing via email to the following:

Jennifer Gal, Buyer; purchasinginfo@nanaimo.ca.

All enquiries must be received no less than five (5) business days before the Established Closing Date and Time. Questions received after this date will be responded to at the City’s discretion, and responses cannot be guaranteed.

Information obtained from any other source is not official and no verbal communication will modify the terms of this RFQ.

Proponents are required to check the City’s website for all information up to the Established Closing Date and Time at the following website; https://www.nanaimo.ca/bid-opportunities/.

2.4 Addenda / Question and Answers

If the City determines that an Addendum is necessary, the City will post an Addendum on the City’s website, and it shall become part in parcel of the RFQ Document(s).

Information obtained from any other source is not official and should not be relied upon. In addition, no verbal communication will affect or modify the requirement or terms of this RFQ.

- Questions that alter the method and pricing of the submission will be posted in the form of an Addenda, and must be signed and included with the submission.
- Questions for clarification that do not alter the method and pricing of the submission will be posted in the form of a Question and Answer document and will not require a signature or to be returned with the submission.

It is the responsibility of the Bidder to ensure that it has received any Addenda issued.

Bidders are required to check the City’s website for all information up to the Established Closing Date and Time at the following website; https://www.nanaimo.ca/bid-opportunities/.
2.5 Amendment to Quotes

Bidders may amend their Quotes after submission provided each revision is submitted and is received at the Closing Location and before the Established Closing Date and Time.

An authorized signatory of the Bidder must sign revisions.

Revisions received after the Closing Time will not be considered or accepted.

2.6 Error in Quote

No Quote shall be altered, amended, or withdrawn after the Established Closing Date and Time of the RFQ. Negligence on the part of the Bidder in preparing the Quote confers no right for withdrawal of the Quote after it has been opened.

While the City has taken considerable efforts to ensure an accurate representation of information in each respective RFQ, the information contained in the RFQ is supplied solely as a guideline for the Bidder and is not necessarily comprehensive or exhaustive. Nothing in a City RFQ is intended to relieve the Bidder from forming their own opinions and conclusions in respect of the matters addressed in the RFQ.

2.7 Withdrawal of Quotes

The Bidder may withdraw their Quote at any time prior to the Established Closing Date and Time by submitting an email to purchasinginfo@nanaimo.ca; subject line should be identified with the following; RFQ 2565 Supply and Deliver Five (5) Fully Electric Passenger Vehicles, and thereafter the Submission will not be considered.

2.8 Ownership of Quotes / Submissions

All Quotes, including attachments and any documentation, submitted to and accepted by the City in response to this RFQ become the property of the City.

2.9 No Claim for Compensation

All costs and expenses with respect to the preparation and submission of a Quote pursuant to this RFQ, if any, shall be the sole responsibility of the Bidder and the City assumes no liability whatsoever for any Bidder costs and expenses.
2.10 Conflict of Interest

By submitting a Quote, the Bidder warrants that neither it nor any of its officers, or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship with an employee of the City. In addition, has no affiliation with any elected official or employee of the City or their immediate families, which may be seen by the City to create a conflict.

2.11 Solicitation of Council Members and City Staff

Bidders and their agents will not contact any member of the City Council or City Staff with respect to this RFQ, other than the City Representative named in this document or authorized by Purchasing, at any time.

2.12 Freedom of Information and Privacy Protection Act (FOIPPA)

The City advises Bidders that submissions may be subject to the provisions of FOIPPA and the Community Charter. Bidders who wish to ensure particular parts of their submission are protected from disclosure under FOIPPA should specifically identify those portions that constitute a) trade secrets, and b) that are supplied in confidence, and c) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing criteria may be subject to disclosure to third parties. Personal information provided in the submission will be collected pursuant to FOIPPA and the Community Charter. The personal information will not be released except in accordance with FOIPPA. Questions about the collection of your personal information may be referred to the Legislative Services Department at (250) 755-4405, or via email at foi@nanaimo.ca.

2.13 Litigation Clause

The City may at its sole discretion, reject a Quote submitted by Bidders if the Bidder, or any officer or director of the Bidder is or has been engaged either directly or indirectly through another corporation in a legal action against the City, its elected or appointed officers and employees in relation to:

(a) Any other Contract for works or Services; or

(b) Any matter arising from the City’s exercise of its powers, duties or functions under the Local Government Act for another enactment within five years of the date of this Request for Quote.

In determining whether to reject a Quote under this clause, the City will consider whether the litigation is likely to affect the Bidder’s ability to work with the City. In addition to work with its consultants and representatives and whether the City’s experience with the Bidder indicates that, the City is likely to
incur increased employees and legal costs in the administration of this Contract if it is awarded to the Bidder.

### 2.14 Opening of the Quotes

There will not be a public opening for this RFQ.
Section 3.0 General Terms and Conditions

3.1 Right of the City

The City is not bound to select a preferred Bidder or accept any Quote and reserves the right in its sole discretion to:

a. Postpone or cancel this RFQ process at any time for any reason whatsoever at the sole discretion of the City;

b. Cancel this RFQ if all Quotes are over budget; and

c. Seek clarification with one or more Bidder to ensure understanding of submitted information.

In the event that the Contract is not extended for any reason or if the Contract is otherwise cancelled, the City may go to the second Bidder and negotiate the Contract, and will have the availability to work out the contract in its entirety, if mutually agreeable.

3.2 Acceptance and Rejection of Quotes

The City reserves the right to:

a. Assess the ability of the Bidder to perform the contract and may reject any Quote where, in the City’s sole estimation, the personnel and/or resources of the Bidder are insufficient;

b. In the event of an obvious uneven quote, the City reserves the right to attain clarification from the Bidder;

c. Reduce the Scope of Services required within the RFQ and adjust the price to reflect such change after award of a Contract.

The City may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the City may, as a condition of acceptance of the Quote; request a Bidder to correct a minor or inconsequential irregularity with no change in the Quote.

The determination of what is or is not a minor or inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity and the final determination of the validity, will be the sole discretion of the City.

3.3 Gifts and Donations

The Successful Bidder will ensure that no representative of the Successful Bidder will offer or extend any entertainment, gift, gratuity, discount, or special service, regardless of value, to any employee of the City. The Successful Bidder will report any attempt by any employee of The City to obtain such favours to the City of Nanaimo’s Chief Administrative Officer.
3.4 Successful Bidder Performance

The Successful Bidder will be evaluated on their performance throughout the term of this Contract. Successful Bidders achieving a less than satisfactory rating under the evaluation will be notified and required to create and implement a corrective action plan that addresses any shortfall in their performance. If the Successful Bidder fails to create or implement the corrective action plan or if the Successful Bidder’s performance level does not improve, the City may take further action including but not limited to cancelling the Contract and/or suspension of the Successful Bidder from future bidding opportunities.

3.5 Invoicing and Payment

Invoices should be sent to the City’s Accounts Payable Department at the following email address; finance.division@nanaimo.ca and should include as a minimum:

a. Purchase Order number and Contract No. 2565;
b. City contact full name (first and last);
c. Quantity, description, unit price, extended total; and
d. Applicable taxes shown as a separate line item

Payment term is Net (30) days from receipt of an accurate invoice. Electronic Funds Transfer (EFT) is the preferred method of payment. EFT is a direct deposit into the Contractor’s bank account.

The City reserves the right to reject and/or return invoices containing discrepancies for correction and/or re-invoicing without penalty.

No payment for extras shall be made by the City, unless the City’s Contract Manager authorizes such extras or the designate.

3.6 Business Licence

The Contractor shall obtain and maintain a City of Nanaimo Business License or an Inter-Community Business License for the duration of the Contract. Failure to verify possession of a valid Business License is cause for Contract cancellation.

3.7 Safety / WorkSafe BC

The Contractor and any approved Sub-Contractors must be registered in good standing with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Contract. The Contractor agrees and shall:
i. Provide at its own expense the necessary WorkSafe BC compensation coverage for all its employees and partners employed or engaged in the execution of the Work;
ii. Remain current with all assessment reporting and payments due thereunder and shall comply in every respect with the requirements of the Workers’ Compensation Act and Regulations; and
iii. Be solely responsible for ensuring all Sub-Contractors have proper Work Safe BC coverage.

The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

The Contractor understands and undertakes to comply with all of the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Safety Data Sheets (SDS)" will be shipped along with the Goods and any future SDS updates will be forwarded.

### 3.8 Sub-Contractors

Where there are Sub-Contractors to be employed throughout the term of this Contract, then:

a. The Contractor will bind all approved Sub-Contractors to the terms of the Contract, as applicable to the Sub-Contractors Work.
b. The Contractor will preserve and protect the rights of the City with respect to any Work performed under Sub-Contract and incorporate the terms and conditions of this Contract into all sub-contracts as necessary to preserve the rights of the City under this Contract.
c. The Contractor shall require each of its Sub-Contractors to provide comparable insurance to that set forth herein.
d. The Sub-Contractor must comply with all conditions and safety regulations of WorkSafe BC and must be in good standing and must maintain this standing throughout the term of the Contract.
e. All Sub-Contractor(s) are the responsibility of the Contractor.
f. The Contractor will be as fully responsible to the City for acts and omissions of Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

### 3.9 Independent Contractor

The Contractor, their Sub-Contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and Sub-Contractors are not, nor are they to be deemed to be partners, appointees, employees or agents of the City.
3.10  Governing Law

The laws of the Province of British Columbia shall govern this Contract.

3.11  Damage and Defects

The Successful Bidder shall use due care so that no persons are injured, or no property damaged or lost in providing the Work. The Successful Bidder 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 Successful Bidder or its employees. The Successful Bidder shall rectify any loss or damage for which, in the opinion of the City, the Successful Bidder is responsible, at no charge to the City and to the satisfaction of the City.

Alternatively, the City may repair the loss or damage and the Successful Bidder shall pay to the City the costs of repairing the loss or damage upon demand from the City. Where, in the opinion of the City, it is not practical or evaluation to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Successful Bidder.

3.12  Termination of Contract

The City reserves the right, at its sole discretion, to terminate the agreement, in whole or in part, if the Successful Bidder receives three (3) written notices for any one or more of the following reasons:

- Failure to deliver the promised goods and or services at the required time and location; or
- Failure to provide qualified personnel to perform the Services; or
- Failure to provide satisfactory Work; or
- Fails to meet the City’s standard of expected and agreed level of goods provided and or services and performance; or
- Performing unsafe acts while on City property that could pose a threat to the safety of the City Staff or Public; or
- Safety infractions; or
- Places unknown Personnel, Sub-Contractor or assignment of the goods and or services to others; or
- Is found to be in default or arrears standing at WorkSafe BC; or
- Fails to provide the necessary insurance or if the required insurance lapses; expired insurance (CGL or Auto); or
- Expired business license; or
- Any other reason considered appropriate, at the sole discretion of the City.

Upon termination of the Contract, the City will be under no further obligation to the Successful Bidder, except to pay to any outstanding amounts that the Successful Bidder may be entitled to receive up to
the date of termination. Such termination will not result in any penalty to the City.

3.13 Cancellation

The Contract may be cancelled by either party for any reason without cause or penalty upon thirty (30) calendar day’s written notice.

3.14 Notification of Award

The Successful Bidder will be notified in writing and the required contractual obligations will need to be fulfilled before the Work can begin. All Bidders are directed to regularly check the City’s website for results of the opportunity as unsuccessful Bidders will not be notified in writing.

3.15 Form of Contract

The Contract Documents include and consist of:

- This RFQ document, including any addenda, question and answer, and attachments as issued by the City;
- The Bidder’s submission, as accepted by the City;
- The City of Nanaimo Business License or Inter-Community Business License;
- City’s Purchase Order; and
- Those parts not referenced above but maybe required and agreed upon by both Parties.

3.16 Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising from the Agreement; using the dispute resolution procedures set out in this section or otherwise agreeable.

a. Negotiation: The parties will make reasonable efforts to resolve any Disputes by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

b. Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within (30) days, either party may by notice to the other party refer the matter to mediation. Within (7) days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Nanaimo, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear
its own costs of participating in the mediation.

c. **Litigation:** If within (90) days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

### 3.17 Time is of the Essence

The Proponent acknowledges that time is of the essence with respect to the Work requirements contained herein.
Section 4.0 Requirements

4.1. Responsibility of Vehicles

Except as otherwise provided in this Contract, the Dealer shall be responsible for the Vehicles covered by this Contract until the Vehicles are delivered at the designated delivery point, regardless of the point of inspection; and the Dealer shall bear all risks as to rejected Vehicles, after notice of rejection.

4.2. Delivery Requirements

The Vehicles are to be delivered F.O.B. Destination, Freight Prepaid and allowed, to City of Nanaimo, Public Works Fleet Department located at 2020 Labieux Road, Nanaimo, BC, V9T 6J9, attention: Manager of Fleet.

The Dealer shall notify the Manager of Fleet a minimum of five (5) working days prior to expected delivery/arrival, to complete permit inspection scheduling and operation overview of the vehicles with the authorized designates. Both, permit inspection scheduling and operation overview must be included in the total lump sum price as specified on Schedule B.

Transfer of Title / Ownership

a) Clear title to the Vehicles, free of all charges, liens and encumbrances, other than those placed by the City shall pass to City when the Vehicles is received and inspected by the Fleet Department located at the Public Works Yard, 2020 Labieux Road, Nanaimo, BC; and

b) Until such time as title of Vehicles is accepted by the City, the Dealer shall be responsible for insurance claims related to the Vehicles and the City shall not be considered to have breached any Contract if there is a fire, damage, or other cause which entitles an insurance company to seize or take possession of the Vehicles or part thereof and the Dealer shall bear all risks as to the rejected Vehicles after notice of rejection.

4.3. Pre-Delivery Services

a) Prior to delivery, the Vehicles shall be completely inspected and serviced by the Dealer and/or the manufacturer’s Service Centre.

b) The Dealer is responsible to ensure the Vehicles are thoroughly tested inspected, and that all deviations are corrected prior to delivery.

c) The Vehicles shall contain a pre-delivery check sheet showing what testing/inspections have been performed on the Vehicles by the selling Dealer.

d) The Vehicles are to be cleaned, fully operable and all stickers are to be removed from glass prior to delivery with the exception of any sticker required by law.
4.4. **Inspection by the City**

a) The City will inspect the Vehicles, upon delivery or as promptly as practical after delivery, for workmanship, appearance, proper functioning of the Vehicles for its ability to perform its intended use, and conformance to all requirements of the specifications identified and accepted on Schedule C and D. In the event deficiencies are detected, the Vehicles will be rejected and it shall be the Dealer’s responsibility to pick-up the Vehicles, make the necessary corrections and re-deliver the Vehicles for a re-inspection and acceptance. The City may hold back from payments otherwise due to the Dealer, as determined by the City, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Vehicles are received or such deficiency or defect is remedied.

b) The Dealer shall be responsible for securing any and all inspections required by law, including British Columbia Provincial Inspection stickers. Any fee charged for these inspections shall be the sole responsibility of the Dealer.

c) Failure to inspect and accept or reject the Vehicles shall neither relieve the Dealer from responsibility for such Vehicles, as are not in accordance with the specifications, nor impose liability on the City therefore.

4.5. **Emblems / Logos**

The Dealer shall not install on the Vehicles any logos, nameplates or stickers denoting the name of the company or Dealer that may be considered as advertising. Failure to comply with this requirement shall result in the Dealer being given the option to remove same, or reimburse the City for removal and restoration, if needed.

4.6. **Representations, Warranties and Guarantees**

The Dealer represents warrants and guarantees:

a) the Dealer warrants that in the manufacture of the Vehicles only the best workmanship and materials have been employed and if, within a period of one (1) year from the date of acceptance of the Vehicles by the City, such parts/components/equipment thereof are found by the City to be defective or faulty due to imperfect or bad workmanship or material, the Dealer agrees to replace such defective part/component/equipment without expense to the City;

b) the Vehicles are, and will be, free from all defects arising from faulty design or application in any part of the Vehicles that have been provided by the Dealer; and

c) the Dealer has good and marketable title to all Vehicles being purchased and they are free and clear of all liens, charges, encumbrances, or other third party claims whatsoever.

The City's Representative may require the Dealer to immediately remedy any defect in the Vehicles which appears during the warranty period and any damage arising from that defect.
The City shall give the Dealer access at all reasonable times to the location of any defect, but the Dealer is responsible for exposing the defect and all risks associated with that exposure and with performing the remedial work, if:

a) The Dealer considers the circumstances to be unsafe or an emergency, or

b) The Dealer does not carry out its obligations within a reasonable time; the City may remedy the defect and any damage arising from it, at the Dealer's cost.

4.7. Commencement of Warranty Period

The warranty period shall commence at the time the City accepts clear title of the Vehicles unless otherwise specified.

The warranty should be made out to the City of Nanaimo, 455 Wallace Street, Nanaimo, British Columbia V9R 5J6.

4.8. Recall Notice

In the event of any recall notice, technical service bulletin, or other important notification affecting a unit purchased from this Contract, a notice shall be sent to the City. It shall be the responsibility of the Dealer to assure that all recall notices are sent directly to the City Representative or authorized designate.
<table>
<thead>
<tr>
<th>Category</th>
<th>Make</th>
<th>Engine Serial # (Main)</th>
<th>Model</th>
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Section 5.0  Bid Form - Submission Checklist

PURCHASING DEPARTMENT
2020 Labieux Road, Nanaimo, BC, V9T 6J9

THE DOCUMENTS TO BE ENCLOSED WITH THIS PROPOSAL FORM ARE AS FOLLOWS:

Documents to be included with RFQ submission:

☐ Section 5.0 - Bid Form - Submission Checklist
☐ Schedule A - Bidders Response Form (Fillable Form)
☐ Schedule B - Price Sheet (Fillable Form)
☐ Schedule C - Specifications (Fillable Form)
☐ Schedule D - Non-Mandatory Specifications (Fillable Form)
☐ Vehicle Manual/Brochure
☐ VSpecification Sheet

Documents to be provided upon award:

☐ WorkSafe BC Clearance Letter
☐ And any other documentation that may be required and agreed upon

Those parts not referenced above but agreed upon by both Parties.

Bidders acknowledge that Addenda may alter the submission requirement. This checklist is a guideline only.