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**REQUEST FOR QUOTATIONS NO. PS20180611 (the “RFQ”) IN RESPECT OF  
SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID**

Quotations are to be submitted by email in accordance with the instructions below and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 3 below), on Thursday, July 5, 2018 (the “Closing Time”).

**QUOTATIONS WILL NOT BE PUBLICLY OPENED.**

**NOTES:**

1. Quotations should be submitted by email prior to the Closing Time in accordance with the following:
  - Subject of the file to be: PS# - Title – Vendor name.
  - Document format for submissions:
    - RFQ Part C in PDF format – 1 combined PDF file.
  - Zip the files to reduce the size or email separately if needed.
  - Send your submissions to [Bids@vancouver.ca](mailto:Bids@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
  - If you did not receive an automated email within few minutes, check your junk folder first, and then contact [Purchasing@vancouver.ca](mailto:Purchasing@vancouver.ca).
  - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
2. Quotations must be marked with the vendor’s name and the RFQ title and number.
3. “Vancouver Time” will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Quotation receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
4. DO NOT SUBMIT QUOTATIONS BY FAX
5. All queries related to this RFQ should be submitted in writing to the attention of:

**Michael Sachdev, Buyer** Email: [michael.sachdev@vancouver.ca](mailto:michael.sachdev@vancouver.ca)

(the “**Contact Person**”)

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REQUEST FOR QUOTATIONS NO. PS20180611  
SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID  
TABLE OF CONTENTS

---

**INSTRUCTIONS TO VENDORS** **Pages 1 – 5**

- 1.0 Introduction and Submission Instructions
- 2.0 Sustainability
- 3.0 Inquiries
- 4.0 Pricing
- 5.0 Address(es) for Deliveries or Work
- 6.0 Delivery Times or Work Schedules
- 7.0 Quantities
- 8.0 Terms of Payment
- 9.0 Contracting
- 10.0 Alternatives / Deviations
- 11.0 Evaluation Criteria
- 12.0 No Claims Against the City
- 13.0 Conflicts/Collusion/Lobbying

**QUOTATION FORM** **Pages QF1 – QF5**

**APPENDIX 1 – REQUIREMENTS** **Pages A1-1**

**APPENDIX 2 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE** **Page A2-1**

**APPENDIX 3 – FORM OF AGREEMENT** **Pages A3-1**

REQUEST FOR QUOTATIONS NO. PS20180611  
SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID  
INSTRUCTIONS TO VENDORS

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**1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS**

- 1.1 The City of Vancouver (the “City”) is seeking quotations to determine if it will **enter into one or more contracts** in respect of the supply and delivery of Toyota Highlander Hybrid vehicles. **Such contracts are intended to be in the form of “supply agreements” under which the City may order goods from time to time over a period of approximately three years with option to renew for two additional 1-year terms. The number of such contracts to be entered into, if any at all, shall be entirely at the discretion of the City and the City may, during the aforesaid period of years allocate work to or among successful vendors by such method as the City determines.**
- 1.2 Vendors should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City’s intended form of agreement attached as Appendix 3.
- 1.5 Vendors should submit quotations on the form provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form may result in the vendor’s quotation being set aside and given no further consideration.
- 1.6 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

**2.0 SUSTAINABILITY**

- 2.1 The City’s Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City’s approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City’s commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected.
- 2.2 Each vendor is expected to: (a) complete the form attached as Appendix 2 and attach it to its quotation; and (b) adhere to the supplier performance standards set forth in the Supplier Code of Conduct. In addition, the Ethical Purchasing Policy shall be referred to in the evaluation of quotations, to the extent applicable.
- 2.3 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its quotations. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

REQUEST FOR QUOTATIONS NO. PS20180611  
SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID  
INSTRUCTIONS TO VENDORS

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**3.0 INQUIRIES**

3.1 It is the responsibility of each vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the contact person named on the cover page of this RFQ no later than five (5) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

**4.0 PRICING**

4.1 Prices quoted are to be inclusive of provincial sales tax payable by the City under the *Provincial Sales Tax Act* (“**PST**”), but exclusive of any tax calculated upon such prices under the federal *Excise Tax Act* (“**GST**”), where applicable, except where expressly requested to the contrary.

4.2 Each vendor should indicate any time limitation on its pricing. The City expects that, if it purchases goods or services as a result of responses to this RFQ, it will do so between approximately **July 2018** and **July 2021**; therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.

4.3 Prices are to include all taxes (excluding GST and PST, except where expressly requested to be included), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.

4.4 Prices are to be quoted in Canadian currency.

**5.0 ADDRESS(ES) FOR DELIVERIES OR WORK**

5.1 Any successful vendor of goods may be asked to deliver goods to or perform work at the following address(es): **will be provided instructions on pick up or delivery to such other addresses as are specified in a City contract or purchase order.**

**6.0 DELIVERY TIMES OR WORK SCHEDULES**

6.1 Vendors are asked to state in their quotations the time(s) required from the placement of an order to delivery of goods or completion of work. The City may give precedence to vendors who can **deliver goods to any delivery address stated in Section 5.0, above, within two (2) weeks of the placement of an order. Deliveries must be made between 8:00 a.m. and 3:00 p.m., Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing.**

**7.0 QUANTITIES**

7.1 Each quantity stated herein is the City’s best estimate of its requirements. The initial requirement is for three (3) units; however, the City may also require additional Toyota Highlanders as, if and when needed during the term of this contract.

**8.0 TERMS OF PAYMENT**

8.1 **The City’s proposed payment terms are as indicated in the form of agreement attached as Appendix 3;** however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations. Each vendor should indicate in its quotation if it offers or requires particular payment terms.

8.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.

REQUEST FOR QUOTATIONS NO. PS20180611  
SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID  
INSTRUCTIONS TO VENDORS

---

**9.0 CONTRACTING**

- 9.1 The City currently expects that the result of this RFQ will be that it will **contact a successful vendor(s) to propose the entry into a contract(s) in the form of Appendix 3.**
- 9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.
- 9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

**10.0 ALTERNATIVES / DEVIATIONS**

- 10.1 If a vendor offers goods or services that do not meet all of the requirements of Appendix 1 instead of, or as an alternative to, goods or services meeting all of such requirements, the deviations or alternatives should be indicated in the vendor's quotation. The City may elect to consider and/or accept an offer of goods or services that deviate from those stated in Appendix 1, or the City may decide not to consider them, and may set aside the relevant vendor's quotation if it does not also offer goods or services meeting all of the requirements of Appendix 1.

**11.0 EVALUATION CRITERIA**

- 11.1 Quotations will be evaluated to determine which are likely to offer the overall best value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, or vendors' past work, reputations or experience. Therefore, the City may accept a quotation other than the lowest quotation.
- 11.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.
- 11.3 The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of supply to be offered by a vendor or the pricing therefor, with any one or more of the vendors responding to the RFQ without having any duty or obligation to advise other vendors or to allow other vendors to vary their quotations as a result of such discussions or negotiations.

**12.0 NO CLAIMS AGAINST THE CITY**

- 12.1 In submitting a quotation, the vendor acknowledges and agrees that:
- (a) this RFQ is in no way whatsoever an offer to enter into a supply agreement or an agreement imposing any duty of fairness on the City;
  - (b) submission of a quotation does not in any way whatsoever create any obligation on the part of the City to treat the vendor's or any other vendor's quotation in any particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 12.1(c);

REQUEST FOR QUOTATIONS NO. PS20180611  
SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID  
INSTRUCTIONS TO VENDORS

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- (c) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's right to publicly disclose information about or from any quotation, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each quotation (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information; and
- (d) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the vendor in relation to its submission of a quotation, except under the preceding Section 12.1(c).

**13.0 CONFLICTS/COLLUSION/LOBBYING**

13.1 Each vendor must disclose whether any officer, director, shareholder, partner, employee or contractor of the vendor or of any of its proposed subcontractors, or any other person related to the vendor's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the vendor's quotation by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.2 Each vendor must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFQ obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.3 Each vendor must disclose whether the vendor or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that becoming a supplier to the City in response to this RFQ would create a conflict of interest or the appearance of a conflict of interest between the vendor's duties to the City and the vendor's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.4 Each vendor is required to disclose whether the vendor is competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated. Each vendor must also disclose whether it is cooperating in any manner in relation to the RFQ with any other vendor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.5 Each vendor is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the vendor or any of its proposed subcontractors: (1) is

REQUEST FOR QUOTATIONS NO. PS20180611  
SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID  
INSTRUCTIONS TO VENDORS

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registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its quotation, to influence the outcome of the RFQ process. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

REQUEST FOR QUOTATIONS NO. PS20180611  
 SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID  
 QUOTATION FORM

**ATTENTION: MICHAEL SACHDEV, BUYER**

**FROM:** \_\_\_\_\_ **(Company Name)**  
 \_\_\_\_\_ **(Contact Name)**

**SUBJECT: REQUEST FOR QUOTATIONS NO. PS20180611 (THE "RFQ")**

The undersigned vendor, having carefully read and examined the RFQ and having full knowledge of the requirements described therein, does hereby offer to provide the goods and/or services in accordance with the specifications and terms and conditions set out in the RFQ (except as expressly noted below in this completed Quotation Form) and upon the pricing and other terms and conditions referred to below in this completed Quotation Form.

**1.0 TABLE OF PRICES:**

*(If the vendor is not offering goods or services that fully comply with the requirements set forth in Appendix 1 of the RFQ, do not complete this table of prices and instead complete only the table under Section 2.0 of this form below.)*

Item	Description	Unit Price	Unit of Measure	Quantity	Total Price
1.	<b>2018 Toyota Highlander Hybrid XLE,</b> in accordance with the specifications set out in the RFQ.	\$		<b>3</b> <b>(2018 est. buy)</b>	\$
<b>GST and PST, where applicable, should not be included in prices.</b>				<b>TOTAL</b>	\$
<b>Delivery costs should be included in prices.</b>					

**Additional Units:**

*The City may also require additional Toyota Highlanders as, if and when needed during the term of this contract.*



REQUEST FOR QUOTATIONS NO. PS20180611  
 SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID  
 QUOTATION FORM

**DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES**

*Are there goods or services with deviations, or alternative or additional goods or services suggested by the vendor? If yes, list them and their price(s), and describe them below:*

Item	Description	Unit Price	Unit of Measure	Quantity	Total Price
1.	<b>2018 Toyota Highlander Hybrid XLE,</b> in accordance with the specifications set out below.	\$		<b>3</b>	\$
<b>GST and PST, where applicable, should not be included in prices.</b>				<b>TOTAL</b>	\$
<b>Delivery costs should be included in prices.</b>					

*DESCRIPTIONS OF GOODS AND SERVICES:*

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*(Describe the deviations or describe the alternative goods or services or suggested additional goods or services. Attach documents if necessary.)*

**2.0 TIME LIMITATIONS ON PRICING:**

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*(Indicate any such limitations in the spaces provided or state that there are none. See Section 4.2 of the RFQ's Instructions to Vendors.)*

REQUEST FOR QUOTATIONS NO. PS20180611  
SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID  
QUOTATION FORM

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**3.0 TIMES AND SCHEDULING**

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*(Provide the information requested by Section 6.0 of the RFQ's Instructions to Vendors.)*

**4.0 SUSTAINABILITY**

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*Please indicate in this Section 5.0 information concerning the sustainability of the goods or services offered. Please also refer to Section 2.0 of the RFQ's Instructions to Vendors.*

**5.0 TERMS OF PAYMENT**

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*(Provide the information requested by Section 8.0 of the RFQ's Instructions to Vendors.)*

**6.0 CONFLICTS/COLLUSION/LOBBYING**

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*(Provide the information requested by Section 13.0 of the RFQ's Instructions to Vendors.)*

**7.0 OTHER INFORMATION**

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*(Please set forth in this Section 8.0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3. Add additional pages as necessary.)*

REQUEST FOR QUOTATIONS NO. PS20180611  
SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID  
QUOTATION FORM

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**8.0 TERMS AND CONDITIONS**

By signing this form, the vendor acknowledges that: (a) it has read, understands and agrees to the terms and conditions set out in the RFQ's Instructions to Vendors (except as noted above); (b) it has read and understands the information in Appendix 1 and Appendix 3 of the RFQ; (c) it has noted herein any deviations from the requirements of Appendix 1 of the RFQ; and (d) it has completed, executed and attached hereto the forms set out in Appendix 2 of the RFQ.

Moreover, by signing this form, the vendor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 3 would be acceptable to it, or it has noted required deviations above.

Company Name: \_\_\_\_\_

Signature of Authorized Signing Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Authorized Signing Officer: \_\_\_\_\_

Title of Authorized Signing Officer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Cheque Payable/Remit to Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

GST Registration No.: \_\_\_\_\_ Date and Jurisdiction of Incorporation: \_\_\_\_\_

City of Vancouver Business License No. (or, if available, Metro West Inter-Municipal Business License No.): \_\_\_\_\_ WorkSafeBC Registration No.: \_\_\_\_\_

REQUEST FOR QUOTATIONS NO. PS20180611  
SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID  
APPENDIX 1 - REQUIREMENTS

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1.0 REQUIREMENTS

*VENDOR IS TO FILL IN THE PROVIDED EXCEL SPREADSHEET AND  
INCLUDE THE SPREADSHEET WITH ITS SUBMISSION*

**Instructions:**

1. For all "Required" City Conditions please check "Yes" if Vendor can meet the requirements as stated in the "Description" column or "No" if Vendor cannot meet the requirements as stated in the "Description" column. If "No" please include a description of the Vendors proposed deviation from the stated requirements in the "Vendors Indicative Deviations and Stated Value" column. When it says provide, please state the details pertaining to this requirement.
2. For all "State" City's Conditions please state Vendors response to the requirement as stated in the "Description" column in the "Vendors Indicative Deviations and Stated Value" column. Please state any applicable values in the suggested units. All "State" City's Conditions are highlighted in grey for clarity. Please do not leave any "State" City's Conditions blank. If information is unknown or unavailable, please state this in the "Vendors Indicative Deviations and Stated Value" column.

To download go to: <http://bids.vancouver.ca/bidopp/openbid.htm>.

REQUEST FOR QUOTATIONS NO. PS20180611  
SUPPLY AND DELIVERY OF TOYOTA HIGHLANDER HYBRID  
APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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**DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <[http://vancouver.ca/policy\\_pdf/AF01401P1.pdf](http://vancouver.ca/policy_pdf/AF01401P1.pdf)>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of \_\_\_\_\_ (*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, \_\_\_\_\_ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of \_\_\_\_\_ (*vendor name*).

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**FORM OF AGREEMENT**

**To see an example of the Form of Agreement, please go to:**

**<http://bids.vancouver.ca/bidopp/openbid.htm>**

