



City of  
Richmond

**Request for Quotation**  
Finance and Corporate Services Division  
Purchasing Section

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**8503Q Supply and Delivery of One (1) Telescopic Aerial Bucket  
AWD Van**

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**BREVIEW**

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## 1. Introduction

### 1.1 The Requirements

The City of Richmond (the “**City**”) is proposing to purchase one telescopic aerial bucket AWD van (the “**Requirements**”), as described in the Contract Documents.

### 1.2 Objective of this RFQ

The objective of this Request for Quotation (this “**RFQ**”) is to invite qualified Bidders to each submit a competitive quotation (a “**Quotation**”) for the performance of the Work.

### 1.3 Definitions

Throughout this RFQ the following definitions apply:

- a) “Addendum” has the meaning set out in Section 2.5 of this RFQ;
- b) “Bidder” has the meaning set out in Section 1.4 of this RFQ;
- c) “Bidding System” means the electronic system used by the City for its competitive bids at the following website <https://richmond.bidsandtenders.ca/Module/Tenders/en>, which is required to be used for all submissions from Tenderers;
- d) “City” has the meaning set out in Section 1.1 of this RFQ;
- e) “Claim” has the meaning set out in Section 6.6a) of this RFQ;
- f) “Closing Time” has the meaning set out in Section 2.2 of this RFQ;
- g) “Contract” means the final written contract between the City and a Bidder for the performance of the Work, entered into in accordance with this RFQ, based on the draft Contract Documents;
- h) “Contract Documents” means the contract documents included as Appendix 2 – Draft Contract Documents to this RFQ;
- i) “Contractor” means a Bidder after it has entered into the Contract;
- j) “FOIPPA” has the meaning set out in Section 6.11 of this RFQ;

- k) “Person” means an individual, a corporation, a partnership, a joint venture, a sole proprietorship, a trust, a society, or a governmental organization;
- l) “Quotation” has the meaning set out in Section 1.2 of this RFQ;
- m) “Quotation Price” means the price(s) set out in the Quotation submitted through the Bidding System, applied in accordance with the terms of the Contract, which represent the entire cost to the City for the complete performance of the Work;
- n) “Q&As” has the meaning set out in Section 2.3 of this RFQ;
- o) “Reference Information” has the meaning set out in Section 2.6 of this RFQ;
- p) “Requirements” has the meaning set out in Section 1.1 of this RFQ;
- q) “Reviewer” has the meaning set out in Section 4.1 of this RFQ;
- r) “RFQ” has the meaning set out in Section 1.2 of this RFQ;
- s) “System Time” means the time on the Bidding System’s web clock; and
- t) “Work” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Contractor to complete and perform the work set out in Appendix 3 attached hereto, and its obligations under the Contract, all in accordance with the terms and conditions of the Contract.

#### 1.4 Eligible Bidders

Any interested Person (“**Bidder**”) may submit a Quotation in response to this RFQ.

#### 1.5 Bidding System Registration

In order to participate in this RFQ opportunity, a Bidder must have a Bidding System “vendor account” and be registered as a “plan taker” for this RFQ opportunity, which will enable the Bidder to download this RFQ, to receive Addenda email notifications and download Addenda, to download all documents without the watermark “preview” on them, and to submit a Quotation through the Bidding System.

To obtain documents online please visit <http://Richmond.bidsandtenders.ca>. You can preview the RFQ documents with a preview watermark prior to registering for the opportunity to participate in this RFQ. Documents are not provided in any other manner.

To ensure receipt of the latest information and updates via email regarding this RFQ, or if a Bidder has obtained this RFQ from a third party, the onus is on the Bidder to create a Bidding System “vendor account” and be registered as a “plan taker” for this RFQ opportunity at <http://Richmond.bidsandtenders.ca>.

#### 1.6 Bidding System Account Contact Names

Bidders are strongly urged when creating or updating a Bidding System “vendor account” to invite additional contacts to the vendor profile. This will permit invited contacts, after they use the invitation to create a login, to manage (register, submit, edit and withdraw) Quotations, in accordance with the terms and conditions of this RFQ, which the Bidder is a registered “plan taker” for. In the event of vacations or illness, these additional contacts may act on the Bidder’s behalf, have the authority to receive Addendum notifications through the Bidding System, submit Quotations electronically through the Bidding System, and/or withdraw and/or edit and/or acknowledge Addenda.

Bidders are required to keep their vendor account active until this RFQ opportunity has been awarded through the Bidding System to ensure they receive all notifications related to this RFQ. Bidders are advised that they may also receive notifications by email from the City.

#### 1.7 Professional Conduct

Bidders must conduct themselves in a professional, courteous and respectful manner when interacting with City staff throughout this RFQ process, including any debriefing meeting held with City staff after this RFQ has been awarded.

## 2. Submission Instructions and Requirements

### 2.1 Submission of Quotation

Quotations should be delivered to the City by electronic submission through the Bidding System. The City will not accept hardcopy submission, or electronic submission through email, faxes or any other means other than through the Bidding System.

Quotations should be submitted in accordance with the Bidding System submission requirements and instructions for this RFQ opportunity, which can be reviewed at <http://Richmond.bidsandQuotations.ca>, and any instructions or requirements set out in Appendix 1 attached hereto.

The City recommends that Bidders take advantage of the Bidding System feature to preview uploaded documents prior to submission. By doing so, a Bidder may avoid an error that could occur by the Bidder uploading an incorrect or unreadable file, which could render their submission non-compliant.

## 2.2 Closing Time

An electronic submission of a Quotation must be received through the Bidding System by **12:00 pm, local time** in Richmond, BC, on **Friday, October 24th, 2025** (the “Closing Time”). Quotations received after the Closing Time are not permitted by the Bidding System and will not be considered. The definitive time for the purpose of this section, as well as any amendments or withdrawals of a Quotation, will be the System Time.

It is the sole responsibility of each Bidder to ensure that its Quotation is delivered by the Closing Time. The Bidding System will send a confirmation email to the Bidder advising that their Quotation was submitted successfully. If a confirmation email is not received or if a Bidder encounters any problems with the Bidding System, they should contact bids&tenders support using the contact information listed below, at least twenty-four (24) hours prior to the Closing Time:

[support@bidsandtenders.ca](mailto:support@bidsandtenders.ca)

## 2.3 Enquiries and Responses

Enquires related to this Quotation must be submitted through the Bidding System by clicking on the “Submit a Question” button for this specific RFQ opportunity. Information obtained from any other source is not binding on the City and should not be relied upon as part of the RFQ process. An enquiry deadline may be identified for this RFQ and will be posted on the Bidding System.

The following will apply to any enquiry:

- a) the City reserves the right to decline to provide a response to an enquiry, considering fairness to all Bidders and the integrity of this competitive procurement process;
- b) subject to Section 2.3d), any reply from the City to an enquiry will be in the form of either:

1. an email to the designated contact person for each Bidder as a question and answer as part of a question and answer series for this RFQ (“Q&As”); or
  2. an Addendum posted on the Bidding System, together with an email notification to the designated contact person for each Bidder;
- c) subject to Section 2.3a) of this RFQ, any enquiry and its response may, in the City’s sole and absolute discretion, be distributed to all Bidders; and
- d) notwithstanding Section 2.3b), the City reserves the right, at its sole and absolute discretion, to send a reply to an enquiry only to the Bidder who submitted the enquiry.

Bidders are encouraged to submit enquiries at an early date, and in any event prior to the date and time provided in the Bidding System for this RFQ opportunity, so as to permit time for consideration by the City.

Notwithstanding the foregoing, the City reserves the right to respond to enquiries submitted after the date and time shown in the Bidding System for this specific RFQ opportunity.

#### 2.4 Electronic Transmission

The City does not assume any risk or responsibility or liability, including in contract or tort (including negligence), whatsoever to any Bidder:

- a) for ensuring that the Bidding System is in good working order, or able to receive transmissions, such that a Bidder’s electronic Quotation submission cannot be received;
- b) for errors, problems or technical difficulties with respect to a Bidder’s electronic transmission, including the transmission of an electronic copy of its Quotation;
- c) that a Bidder’s electronic transmission, including the transmission of an electronic copy of its Quotation, is received by the Bidding System in its entirety or within any time limit specified by this RFQ;
- d) for ensuring notifications from the Bidding System, or emails from the City, are received by the Bidder.

Bidders are cautioned that the timing of their Quotation submission is based on when the Quotation is received by the Bidding System, not when a Quotation is submitted, as Quotation transmission can be delayed due to file transfer size, transmission speed, etc. For the above reasons, it is

recommended that sufficient time be given to complete a Quotation submission and to resolve any issues that may arise.

## 2.5 Addenda

- a) The City may, in its sole and absolute discretion, amend this RFQ at any time up to the Closing Time by issuing a written addendum (an “**Addendum**”). The City will post all Addenda on the Bidding System. Written Addenda are the only means of amending or clarifying this RFQ, and no other form of communication whether written or oral, including written responses to enquiries as part of Q&As pursuant to Section 2.3 of this RFQ, will be included in or in any way amend this RFQ.
- b) Bidders shall acknowledge receipt of any Addenda through the Bidding System by checking a box for each Addenda and any applicable attachment.
- c) It is the sole responsibility of each Bidder to ensure that it has received all issued Addenda before submitting a Quotation. Bidders should check online at <https://Richmond.bidsandtenders.ca> prior to submitting their Quotation and up until Closing Time in the event additional Addenda are issued.
- d) If a Bidder submits their Quotation prior to the Closing Time and date and an Addenda have been issued, the Bidding System shall withdraw the Quotation submission and the Quotation status will change to an incomplete status. The Bidder can view this status change in the “my bids” section of the Bidding System. The Bidder is solely responsible to:
  - i) make any required adjustments to their Quotation; and
  - ii) acknowledge the Addenda; and
  - iii) ensure the re-submitted Quotation is received by the Bidding System no later than the Closing Time.

## 2.6 Reference Information Including Q&As

Any:

- a) information included in Q&As issued by the City under Section 2.3 of this RFQ; and
- b) information made available to Bidders prior to the Closing Time by the City or representatives of the City (such as, for illustration

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purposes only, site information, geotechnical or subsurface reports or record drawings), which is not expressly included in the draft Contract Documents

(collectively, “Reference Information”),

is provided for information only. Such information is made available only for the reference and assistance of Bidders who must make their own judgment about its reliability, accuracy, completeness and relevance to the Contract, and nothing will be interpreted as meaning that the City or any representative of the City gives any guarantee or representation that the Reference Information is reliable, accurate, complete or relevant.

It is the sole responsibility of each Bidder to ensure that it has received all Reference Information before submitting a Quotation.

#### 2.7 Revisions and Withdrawal Prior to Closing Time

Bidders may edit or withdraw their submitted Quotation prior to the Closing Time, but not after. The Bidder is solely responsible to ensure that any edited Quotation is re-submitted and is received by the Bidding System by the Closing Time.

#### 2.8 Not used.

#### 2.9 Not used.

#### 2.10 Interpretation of Contract Documents

Bidders finding any contradictions or inconsistencies in this RFQ, the Bidding System, or the Contract Documents or its provisions, or having doubts as to the meaning or intent of any provisions, should immediately notify the City through the Bidding System, if prior to the Closing Time, by clicking on the “Submit a Question” button for this specific bidding opportunity, or by email to the City, if after the Closing Time, to [purchasing@richmond.ca](mailto:purchasing@richmond.ca). If the City receives such notice prior to the Closing Time and the City considers it necessary, the City may issue written Addenda to provide clarification(s) of the RFQ, the Bidding System, or the Contract Documents in accordance with Section 2.5. No oral interpretation or representation from the City or any representative of the City will affect, alter or amend any provision of this RFQ, the Bidding System, or the Contract Documents.

#### 2.11 Not Used

2.12 Not Used

### 3. Information Meeting and Site Conditions

3.1 Not used.

3.2 Not used.

3.3 Disability Accommodation

If the Bidder requires accommodations in order for a person with disabilities to participate in this RFQ, then the Bidder should contact the City as soon as possible, and prior to the Submission Deadline or any information meeting, by clicking on the “Submit a Question” button on the Bidding System for this specific RFQ opportunity.

### 4. Review of Quotations

4.1 Reviewer

The review of Quotations will be carried out by a representative appointed by the City (the “**Reviewer**”). The Reviewer may be assisted by other persons as the Reviewer may decide it requires, including technical, financial, legal and other advisors of the City, whether internal or external, or employees of the City.

4.2 Review of Quotations

Quotations will be reviewed 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 but not limited to those concerning:

(a) a Bidder’s ability to meet the specifications and requirements stated in the RFQ

(b) quality of service;

(c) sustainability;

(d) a Bidder’s past performance;

(e) overall cost, including as appropriate, purchase price, installation costs and maintenance costs; and

(f) any other criteria the City deems, in its sole and absolute discretion, necessary to review a Bidder’s offer.

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The City reserves the right for the Reviewer:

- a) to decline to recommend any Bidder which the Reviewers, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to the City as compared to another Bidder, considering any relevant factors, including a Bidder's financial resources, safety record, claims and litigation history, work history and environmental record.
- b) recommend a higher priced Bidder, if the Reviewer, acting reasonably and fairly, determines it to be more advantageous to the City, considering the balance of quality, cost, and any other relevant factors.

#### 4.3 Review Process

To assist in the review of Quotations, the Reviewer may, in their sole and absolute discretion, but is not required to:

- a) conduct reference checks, background investigations, financial due diligence and litigation searches of the Bidder, inclusive of the Bidder's directors/officers and key individuals, and any subcontractors proposed in the Quotation, with internal and/or external sources (including, for certainty, other employees of the City or consultants and advisors of the City), and consider and rely on any relevant information received from the references and from any such investigations in the review of Quotations;
- b) seek clarification or additional information (including missing submittals or amendments) from any, some, or all Bidders with respect to their Quotation and consider and rely on such supplementary information in the review of Quotations;
- c) request interviews/presentations with any, some, or all Bidders to clarify any questions or considerations based on the information included in Quotations, and consider and rely on any supplementary information received from interviews/presentations in the review of Quotations; and,
- d) request samples or demonstrations from any, some, or all Bidders, and consider and rely on any relevant information received from the samples and demonstrations in the review of Quotations.

#### 4.4 Detailed Review

In conducting the review:

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- a) the Reviewers will not be required to complete a detailed review of all Quotations and may, after completing a preliminary review of all Quotations, identify and drop from any detailed review any Quotation which the Reviewers judges to not be in contention to be selected when compared to the other Quotations;
  - b) notwithstanding Section 2.11 of this RFQ, the Reviewers may drop from review a Quotation which the Reviewers judges to contain material proposed amendments that do not offer sufficient benefits or will result in prejudice to the City; and
  - c) notwithstanding Section 2.12 of this RFQ, the Reviewers may drop from review a Quotation which the Reviewers to contain material proposed specification or design alterations, modifications or amendments that do not offer sufficient benefits or will result in prejudice to the City.

#### 4.5 Reservation of Rights

Notwithstanding any other provision in this RFQ, any practice or custom in the industry, or procedures and guidelines recommended for use on publicly funded projects, the City reserves the unfettered right, in its sole and absolute discretion, to:

- a) at any time, for any reason, reject any or all Quotations and terminate the process under this RFQ, and proceed with the Work as described in this RFQ in some other manner, including reissue a request for quotation or undertake another procurement process for the same or similar scope of Work, upon the same or different terms and conditions;
- b) the Reviewer may, but is not obligated to, review, or take into consideration:
  - i) any information contained in URL links or websites referred to in a Quotation; or
  - ii) any additional information provided in a Quotation that was not specifically requested as part of this RFQ opportunity;
- c) waive non-material informalities, irregularities or other deficiencies in any substantially compliant Quotations, and accept Quotations which do not conform strictly to the requirements of this RFQ;
- d) review a Quotation that includes one (1) or more proposed amendments to the commercial terms for the Contract as permitted

- by Section 4.2 of the RFQ] by applying the review criteria as set out in Section 4.2 of this RFQ to identify the proposed amendment to the commercial terms that the City determines is most advantageous to itself, and select that Quotation based on the identified proposed amendment to the commercial terms together with the corresponding adjustment, if any, to the Quotation Price;
- e) review a Quotation that includes one (1) or more alteration, modification or amendment to the specifications or design or both as permitted by Section 2.12 of this RFQ (whether such alteration, modification or amendment is in addition to, or in substitution for any element of the specifications or design or both) by applying the review criteria as set out in Section 4.2 of this RFQ to identify the alteration, modification or amendment that the City determines is most advantageous to itself, and select that Quotation based on the identified alteration(s), modification(s) or amendment(s) together with the corresponding adjustment, if any, to the Quotation Price;
  - f) accept all or part of any Quotation which, applying the review criteria as set out in Section 4.2 of the RFQ, the City determines is most advantageous to itself, and, without limitation, select a Quotation which does not have the lowest Quotation Price;
  - g) accept any one (1) or more of the Quotation;
  - h) award separate Contracts for portions of the Work, including with respect to one (1) or more payment items, to one (1) or more Bidders (and for certainty the City reserves the right to self-perform any or all of the Work);
  - i) if only one (1) Quotation is received, reject that Quotation and terminate the process under this RFQ, and proceed with the Work as described in this RFQ in some other manner, including entering into negotiations with that Bidder with respect to any matter, including price;
  - j) if (i) no Quotation were submitted or no suppliers requested participation, (ii) no Quotation that conform to the essential requirements of this RFQ were submitted, (iii) no suppliers satisfied the conditions for participation, or (iv) the submitted Quotation were collusive, terminate the process under this RFQ, and proceed with the Work as described in this RFQ in some other manner, including entering into negotiations with any Bidder with respect to any matter, including price;

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- k) not accept a Quotation from a Bidder if such Bidder, any successor or affiliated entities of the Bidder, any entities to which the Bidder has acquired a controlling interest in its share capital, or any officer or director of any such of the above noted entities, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the City in relation to any contract with, or works or services provided to, the City or a corporation wholly-owned by the City; and
- l) exclude a Quotation from a Person, if there is supporting evidence of:
1. bankruptcy or insolvency of such Person (or any officer or director of a Person that is a corporation);
  2. false declarations made by such Person (or any officer or director of a Person that is a corporation);
  3. significant or persistent deficiencies in performance of any substantive requirement or obligation by such Person (or any officer or director of a Person that is a corporation) under a prior contract or contracts;
  4. final judgements against such Person (or any officer or director of a Person that is a corporation) in respect of serious crimes or other serious offences;
  5. professional misconduct or acts or omissions that adversely reflect on the commercial integrity of such Person (or any officer or director of a Person that is a corporation); or
  6. failure of such Person (or any officer or director of a Person that is a corporation) to pay taxes.

#### 4.6 Recommendation of Reviewers

The Reviewers may recommend a Bidder to be selected by the City.

#### 4.7 All Quotations Over Budget

Subject to any express provision of this RFQ, if the Quotation Prices for all Quotations exceed the amount that the City has budgeted for the Work, then the City may, at its election and in its sole and absolute discretion, do one or more of the following:

- a) seek approval for an increase in the budget;

- b) terminate the process under this RFQ;
- c) terminate the process under this RFQ and enter into negotiations with any one (1) or more of the Bidders for the purpose of identifying scope or other amendments to the Contract to achieve the budget, and then enter into a contract with the City's selected contractor; and/or
- d) exercise any other rights it has under this RFQ.

## 5. Negotiation and Contract Award Stage

### 5.1 Notice to Selected Bidder

If the City selects a Bidder, then the City may issue a written notice to such Bidder, through the Bidding System, stating that it is the selected Bidder.

### 5.2 Negotiation of Contract and Award

The City may enter into negotiations with the Bidder whose Quotation is selected by the City, and such Bidder will use good faith commercial efforts to negotiate and enter into a Contract with the City. During negotiations the City may:

- a) negotiate any aspect of such Bidder's Quotation, including without limitation with respect to:
  - 1. the scope of Work;
  - 2. such Bidder's Quotation Price; and
  - 3. such Bidder's proposed team,without having any duty or obligation to advise any other Bidders or to allow such other Bidders to vary their Quotation Price, and the City shall have no liability to any other Bidder as a result of such negotiations;
- b) negotiate the incorporation of such Bidder's suggested amendments to the Contract as may be included in its Quotation;
- c) negotiate terms and conditions different than those contained in the draft Contract Documents, the Quotation or both; and
- d) if the City reasonably forms the opinion that a mutually acceptable Contract is not likely to be reached within a reasonable time with such Bidder, give such Bidder written notice to terminate discussions, in which event the City may then either open

discussions with another Bidder or terminate this RFQ in whole or in part and obtain the Work in some other manner, or not at all.

As a condition of awarding a Contract, the City may require a Bidder to first provide the following:

- e) a site safety plan;
- f) confirmation satisfactory to the City that the Bidder existing WorkSafeBC coverage;
- g) confirmation satisfactory to the City that the Bidder carries the insurance required to be maintained by the Contractor under the draft Contract Documents; and
- h) a copy of the Bidder's valid City business licence, if the Bidder's head office is located within the City's municipal boundaries, or if the Work is required to be performed within the City's municipal boundaries.

### 5.3 Approval Required for Award

Notwithstanding any other provision of this RFQ, the award of any Contract under this RFQ will require:

- a) the approval of funds in respect of such Contract; and
- b) the approval of a representative of the City having authority to award such Contract.

### 5.4 Notification of Results of RFQ

After entering into the Contract with a Bidder, the City will notify unsuccessful Bidders that the Contract has been concluded by posting a notice of contract award on the Bidding System and on the BC Bid website <https://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>. Upon written request from an unsuccessful Bidder, the City will send a written notice of contract award to the applicable Bidder's representative.

### 5.5 Debriefing

After entering into the Contract with a Bidder, the City will conduct a debriefing, upon request by email to [purchasing@richmond.ca](mailto:purchasing@richmond.ca) within 30 days from the date the unsuccessful Bidder was notified the Contract has been concluded in accordance with section 5.4. The debrief will discuss the reasons why the City did not select such Bidder's Quotation, but the City will not disclose or discuss any confidential information of any other Bidder. Debrief requests received more than 30 days after the Bidder was

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notified the Contract has been concluded in accordance with section 5.4 may be declined at the sole discretion of the City.

If during the debrief, the City, at its sole discretion, considers any behaviour by a Bidder to be in contravention of Section 1.7, including, but not limited to, the use of abusive or offensive language or behaviour directed at City staff, then the City may terminate the debrief meeting.

## 6. Miscellaneous Conditions

### 6.1 RFQ Not an Offer or Agreement

This RFQ is not an agreement to purchase goods or services, and is in no way whatsoever an offer to enter into an agreement or the Contract. This RFQ is not a tender.

### 6.2 No Obligation

This RFQ does not commit the City in any way to proceed to any further stages of a competitive procurement process for the Work, including to select a Bidder, to negotiate with a Bidder or to award the Contract. The City reserves the complete right to, at any time, reject all Quotations and to terminate the competitive procurement process for the Work and proceed with the Work or the Contract or both in some other manner.

### 6.3 Proprietary or Confidential Documents

The City may elect to restrict access to certain information provided by the City and its representatives pursuant to this RFQ which is proprietary or confidential by not posting such information on the Bidding System and making such information available in some other manner.

Without limiting the foregoing, and notwithstanding any other term of this RFQ, the City may require each Bidder to, as a condition of participating in the RFQ process and submitting a Quotation under this RFQ, enter into a Non-Disclosure Agreement in a form provided by the City.

### 6.4 No Representation or Warranty by the City

Each Bidder will investigate and satisfy itself of every condition that affects the preparation of its Quotation. Each Bidder acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by the City, the Contact Person or any advisor to the City, other than the information contained in this RFQ. Submission of a Quotation is deemed to be conclusive evidence that the Bidder accepts the terms of this Section 6.4. The City accepts no responsibility for any Bidder lacking any information.

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6.5 Cost of Preparing a Quotation or Participating in the RFQ Process

Any and all costs associated with the preparation and submission of the Quotation or participating in any way in this RFQ process, including any costs incurred by the Bidder after the Closing Time (including with respect to any costs incurred by the Bidder to provide interviews/presentations pursuant to Section 4.3c) of this RFQ or participate in negotiations with the City pursuant to Section 5.2 of the RFQ) will be borne solely by the Bidder.

6.6 No Claims

Each Bidder, by submitting a Quotation, irrevocably:

- a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding (including judicial review or injunction), whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against the City or any of its employees, directors, officers, advisors or representatives, or any one (1) of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Bidder in preparing its Quotation for any matter relating directly or indirectly to this RFQ (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ); and
- b) waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Work between the Bidder and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation, otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ, or acts or is alleged to have acted unfairly at any stage of this RFQ process.

6.7 Ownership of Quotations

Upon delivery to the City, all Quotations (and all their contents) become the property of the City and will not be returned to the Bidders except as the City, in its sole and absolute discretion, may determine.

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## 6.8 No Collusion or Solicitation

By submitting a Quotation, the Bidder, for and on behalf of the Bidder and the Bidder's team, represents and confirms to the City that the Bidder has prepared its Quotation without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of a Quotation.

Each Bidder may not make any representations, solicitations or other communications to any elected or appointed official, director, officer or employee of the City or to a Reviewer with respect to its Quotation, either before or after submission of its Quotation, except as expressly provided in this RFQ. If any representative of a Bidder communicates improperly contrary to this paragraph, then the City may, in its sole and absolute discretion, regardless of the nature of the communication, reject the Quotation submitted by the Bidder.

## 6.9 No Lobbying

Bidders will not engage in any form of political or other lobbying whatsoever with respect to the Work, including but not limited to contacting the City staff (other than the City's designated contact person for this RFQ) or elected officials, or otherwise attempt to influence the outcome of this RFQ process other than by submitting a Quotation. In the event of any such activity, the City, in its sole and absolute discretion, may at any time, but is not required to, reject any Quotation by that Bidder without further consideration, and either terminate that Bidder's right to continue participating in this RFQ process, or impose such conditions on that Bidder's continued participation in this RFQ process, as the City, in its sole discretion, may consider in the public interest or otherwise appropriate.

## 6.10 Relationship Disclosure

Without limiting any other term of this RFQ, the City may in its sole discretion disqualify any Bidder if, in the City's opinion, the Bidder, or a member of the Bidder's team, has an actual conflict of interest or unfair advantage or has a relationship or matter that has the potential for a conflict of interest to occur.

Bidders will promptly disclose in writing to the Contact Person any potential conflict of interest and existing business relationships they may have with the City, any employees, officers and elected officials of the City or others providing advice or services to the City with respect to the Work, or any other matter that gives rise, or might give rise, to an unfair advantage. At the time of such disclosure, the Bidder will advise the Contact Person how the Bidder proposes to mitigate, minimize or eliminate the situation.

## 6.11 FOIPPA

Notwithstanding any term of this RFQ to the contrary, Bidders should note that the City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) (“**FOIPPA**”), which imposes significant obligations on the City’s contractors to protect all personal information acquired from the City in the course of providing any service to the City.

Each Bidder is responsible for compliance with laws applicable to the collection, use and disclosure of personal information, including FOIPPA. If a Bidder includes personal information (including resumes) in a Quotation, then by submitting a Quotation a Bidder will be deemed to represent to the City that the Bidder has obtained written consent from the applicable individual(s), including the consent to the indirect collection of personal information by the City, and that the personal information may be forwarded to the City for the purposes of responding to this RFQ and may be used by the City for the purposes set out in this RFQ. The City reserves the right to require proof of such consent and to reject a Quotation if such consent is not provided as required by applicable law.

### Appendix 1 – Submission Instructions and Requirements

- Refer to Bidding System

WWW.BID2WIN.TEENDEE.COM - ORIGINAL DOCUMENT SOURCE  
TO DOWNLOAD OR UNLOCKED VERSION OF THIS FILE  
YOU MUST BE A REGISTERED BIDDING USER

**BREVLEM**

## Appendix 2 – Draft Contract Documents

The Contractor will be required to enter into a Contract with the Owner in order to be eligible to deliver the services set out in this RFQ. Upon successful completion of negotiations, if any, the final Contract shall be comprised of the following:

- General Terms and Conditions of Contract for Supply and Delivery of Goods and Services: <https://www.richmond.ca/Shared/assets/GTC-supply61420.pdf>
- Purchase Order(s)
- This RFQ and the Bidders Response to Appendix 1 – Submission Instructions and Requirements
- Comprehensive General Liability insurance in an amount no less than \$5,000,000. The City of Richmond must be added as an additional insured under the policy.

The City does not invite Quotations which include amendments to these terms of Contract, or that are based on another form of contract.