



Request for Quote 2022 - 10

Electric ice Resurfacers

Issue Date: March 28, 2022

Closing Location:

Armstrong Spallumcheen Parks and Recreation Commission
P.O. Box 88
3351 Park Drive, Armstrong, BC, V0E 1B0

Closing Date and Time:

Proposals shall be received at the Closing Location prior to:
3:00 pm, April 29, 2022

Inquiries and Clarification:

Any technical questions should be directed in writing no later than, 4:00 pm, April 21, 2022, to:

Lars Larsen, General Manager
Phone: 250-546-9456
Email: llarsen@canlansports.com

Inquiries and answers will be recorded and posted on the Armstrong Spallumcheen Parks and Recreation Commission website www.asprd.com and forwarded to those Proponents who have submitted the Intent to Bid form (Appendix B).

Proponents are solely responsible for ensuring that they have all the information available on this Request for Quote and should therefore check the Armstrong Spallumcheen Parks and Recreation Commission website regularly up to the closing date and time of this Request for Quote.

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1. INTRODUCTION

1.1 Purpose and Intent

Definitions The Armstrong Spallumcheen Parks and Recreation Commission (Commission) intends to procure quotes to purchase a new **Electric Ice Resurfacer** for the Armstrong Spallumcheen Parks and Recreation Commission (ASPRC).

1.2

Throughout this Request for Quote, the following definitions apply:

“Commission” means the Armstrong Spallumcheen Parks and Recreation Commission;

“Contractor” means the Proponent who has been awarded the Contract;

“Contract” means the written Agreement from this Request for Quote executed by the Armstrong Spallumcheen Parks and Recreation Commission and the successful Proponent;

“shall”, “will” or “mandatory” means a requirement that shall be met in order for a Proposal to be received for consideration;

“Proponent” means a service provider that submits, or intends to submit, a proposal in response to this Request for Proposal;

“Proposal” or “proposal” means this Proponent’s response to this Request for Quote; and

“RFQ” means the Request for Quote document.

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2. STIPULATED TERMS & CONDITIONS

2.1 Intent to Submit

It is recommended that Proponents complete and return the Intent to Bid **[Appendix B]** if they are planning on submitting a Quote.

2.2 Mandatory Requirements

The Commission has several requirements that are deemed as Mandatory when submitting a Proposal to this RFQ. These Mandatory requirements are identified below. Failure to comply with these Mandatory requirements may result in disqualification of the Proposal.

Mandatory Requirement	Proponent's Check List
Quotes shall be received prior to 3:00 pm on April 29, 2022 (the "closing date and time").	<input type="checkbox"/> Yes <input type="checkbox"/> No
[Appendix C] Form of Quote shall be completed and signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this Request for Quote. The Form of Quote is comprised of: pricing, warranty, references, and all technical specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No

2.3 Proposal Closing Date and Delivery Instructions

It is the sole responsibility of the Proponent to submit their Quote to the Commission prior the closing time of 3:00 pm, April 29, 2022. Quotes received after the closing time will not be considered. Quotes may be delivered in the following method:

By hand/courier delivery: A sealed envelope clearly marked "RFQ 2022-04 Electric Ice Resurfer for Armstrong Spallumcheen Parks and Recreation Commission (ASPRC)" containing two (2) hard copies and one electronic copy of the Quote must be received by the Commission at 3351 Park Drive, Armstrong BC, V0E 1B0 by 3:00 pm local time, April 29, 2022.

The Armstrong Spallumcheen Parks and Recreation Commission will not be liable for any delay of delivery for any reason including technological delays, spam filters, firewalls, job queue, file size limitations, etc.

Late Quotes will not be considered. It is the Proponent's sole responsibility to ensure they allow themselves enough time to submit their Quote.

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2.4 Signature

In order for a Quote to be entitled for consideration, a person authorized to sign on behalf of the Proponent, and to bind the Proponent to statements made in response to this Request for Quote shall sign the Form of Quote **[Appendix C]**.

2.5 Inquiries and Clarification

Any technical questions or clarifications related to this RFQ shall be directed in writing no later than 4:00 pm, April 14, 2022.

Lars Larsen, General Manager
Email: llarsen@canlansports.com

To ensure consistency and quality of information, answers to questions relevant to the interpretation of this RFQ will be issued as an addendum and will be posted on the Armstrong Spallumcheen Parks and Recreation Commission website: www.asprd.com and distributed to Proponents who have submitted the Intent to Bid form **[Appendix B]**. The decision to issue or not issue an addendum is entirely at the sole discretion of the Commission.

Proponent(s) should monitor the website regularly to ensure that it has the most updated information and any addenda issued. All addenda will be posted by no later than 4:00pm April 21, 2022.

Proponents finding discrepancies or omissions in the RFQ or having doubts as to the meaning or intent of any provision, should immediately notify the Commission's contact person as identified above.

2.6 Addenda

Each addendum will be incorporated into and become part of the RFQ Document. No amendment of any kind to the RFQ is effective unless it is contained in a written addendum issued by the Commission.

2.7 Examination of Documents

Proponents will be deemed to have carefully examined the RFQ, including all attached Appendices prior to preparing and submitting a Quote with respect to any and all facts, which may influence a Quote submission.

2.8 Proponent Costs of Quote

The Commission shall not be liable for any costs incurred in responding to any Commission RFQ, including the costs of Quote preparation.

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2.9 Error in Quote

No Quote shall be altered, amended, or withdrawn after the closing date and time of the RFQ. Negligence on the part of the Proponent in preparing the Quote confers no right for withdrawal of the Quote after it has been opened.

While the Commission has made 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 Proponent and is not necessarily comprehensive or exhaustive. Nothing in a Commission RFQ is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFQ.

2.10 Withdrawal of Quotes

The Proponent may withdraw their Quote at any time prior to the closing time by submitting a written withdrawal letter to the General Manager of the Commission as identified in Section 2.5 and the Quote will be returned unopened.

2.11 No Obligation Armstrong Spallumcheen Parks and Recreation Commission

This RFQ is not intended to create a legally binding bidding process. No legal obligation for the procurement of services will be established until the Commission selects a suitable Proponent and a written Contract has been executed. The Commission is not bound to enter a Contract with any Proponent.

2.12 Right to Cancel the RFQ Process

The Commission reserves the right in its sole discretion to postpone or cancel this RFQ process at any time if:

- Only one Quote is received;
- A suitable Proponent has not been selected;
- Approval is not granted by the Commission; or
- Contract execution requirements have not been completed within a reasonable time as solely determined by the Commission;

And, upon cancellation of the RFQ the Commission may in its discretion, elicit offers from other parties (whether or not such parties have responded to this RFQ).

2.13 Irrevocability of Quotes

At the appointed closing time, all Quotes become irrevocable. By submission of a Quote, the Proponent agrees that should its Quote be selected, the Proponent will enter into a

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Contract with the Commission. Quotes shall be irrevocable and shall remain open for acceptance by the Commission for sixty (60) calendar days after the RFQ “closing date and time”. The Commission may elect to extend the Quote validity duration beyond (60) calendar days with written notice to the Proponents.

2.14 Ownership of Quotes

All Quotes submitted, other than any Quotes withdrawn prior to the opening of Quotes or any late Quotes become the property of the Armstrong Spallumcheen Parks and Recreation Commission and will not be returned to Proponents.

2.15 Opening of Quotes

Quotes will not be opened in public.

2.16 Default of Contract

If the Contract hereby granted is taken in execution or attachment by any person or the Contractor commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters an arrangement with his creditors, the Commission may, in addition to any other remedy which may be available to it in law or equity, terminate this Contract upon twenty-four (24) hours' notice given in accordance with this Contract.

2.17 Notice of Default

If the Contractor:

- a) fails to operate in strict compliance with the provisions of the specifications outlined in this Contract; or
- b) fails to make payments due to its suppliers or its operators; or
- c) disregards applicable legislation or regulations or reasonable directions of the Commission or its servants or agents, or
- d) does any or all of the above;

then the Commission may notify the Contractor in writing that it is in default of the Contract.

Upon receipt of a Notice of Default, the Contractor shall immediately take all such actions as are reasonably required to rectify the default within three (3) business days of receipt of the Notice of Default. Thereafter the Commission may correct the problem by any method at its disposal and deduct the total costs thereof from any monies owing the Contractor.

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Where the Default would reasonably take more than three (3) business days to rectify and the Contractor has commenced within three (3) days all of the steps reasonably required to rectify the default, then the Contractor shall be permitted such time to remedy the default as is reasonably necessary, provided the Contractor does not abate its efforts to remedy the default.

If the Contractor fails, neglects, or refuses to remedy or commence to remedy a default within three (3) business days of receipt of a Notice of Default, then the Commission may, in addition to and without prejudice to any other remedy available to the Commission, terminate this Contract.

In the event the Commission terminates this Contract pursuant to the provisions of Section 2.18, the Contractor shall be liable to the Commission for the cost of completing the work, including all direct costs plus an additional charge of ten (10%) percent of all direct costs as reasonable compensation for overhead and administration, from the date of termination to the end of the Term. In addition, the Contractor shall be liable for all the costs of the Commission enforcing or attempting to enforce the Contract including, without limiting the foregoing, legal costs of the Commission. The Commission shall be entitled to set off any such claim against any sum due by the Commission to the Consultant.

Both the Commission and the Contractor shall have the right at any time and for any reason to terminate the Contract upon ninety (90) days written notice of termination given to the other.

2.18 Municipal Policies

In response to changing environmental practices along with regulations and legislation adopted or enacted by the Government of British Columbia or the Government of Canada, the Commission shall have the right from time to time to unilaterally amend the provisions of Section 3 Scope of Work hereto and upon receipt of notice of such amendments, the Contractor shall thereafter complete the service in accordance with Section 3 Scope of Work, as amended.

The Commission has a unilateral right to amend the provisions of Section 3 Scope of Work which shall include the right to increase or decrease the type of work required.

If as a result of such amendments the Contractor's costs increase or decrease, the Contractor and Commission shall attempt to negotiate an amendment to the remuneration payable to the Contractor under this Contract to reflect such amendments.

If no agreement concerning such remuneration is reached within a period of thirty (30) days after notice of the amendments has been given by the Commission to the Contractor, the matter of changes to such compensation shall be referred to arbitration

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under the provisions of the Commercial Arbitration Act (British Columbia) except that the venue of the arbitration shall be Vernon, British Columbia and the British Columbia International Commercial Arbitration Centre Rules for Domestic Commercial Arbitration Proceedings shall not apply.

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3. SCOPE OF WORK

3.1 Anticipated Scope of Work

The Armstrong Spallumcheen Parks and Recreation Commission (Commission) requests Quotes to select a qualified professional experienced company to Design & Manufacture One (1) new **Electric Ice Resurfacer for the Armstrong Spallumcheen Parks and Recreation Commission (ASPRD)**.

The Commission is seeking to identify and select a qualified supplier that has the knowledge, technical resources, experience, reputation and capacity to design, manufacture, deliver and provide continuous support for the Electric Ice Resurfacer.

The vehicle and equipment offered must provide optimum performance to be utilized at capacity

3.2 Statement of Qualifications

The Contractor will be selected through a qualification-based selection process. Proponents are encouraged to organize their submissions in such a way as to follow the general evaluation criteria. Information included within the RFQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the RFQ. Information obtained from the RFQ and from any other relevant source may be used in the evaluation and selection process.

3.3 Submittal Requirements

All quotes must contain the following information:

- One complete set of specification documents must be completed and returned attached to Form of Quote.
- Provide warranty details for the equipment offered.

Failure to comply with the following criteria may be grounds for disqualification:

- Receipt of submittal by the specified cut-off date and time.
- The number of originals and/or copies of the submittal specified.

A sealed envelope clearly marked “RFQ 2022 – 10 Electric Ice Resurfacer for Armstrong & Spallumcheen Parks and Recreation Commission (ASPRD)” containing two (2) hard copies and one electronic copy of the Quote must be received by the Commission at 3351 Park Drive, Armstrong BC, V0E 1B0 by 3:00 pm local time, April 29, 2022.

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3.4 Intent to Bid [APPENDIX B]

The Intent to Bid form should be submitted if the Proponent wishes to receive direct notification of any addenda information and the Commission’s responses to any inquiries received in accordance with the provisions of this RFQ.

3.5 Evaluation Criteria

Proposals received by the “closing time” will be screened for compliance with the mandatory requirements as stated in Section 2.2 (Mandatory Requirements) of this RFQ. At its sole discretion, the Commission reserves the right to determine compliance. Non-compliant Quotes will be rejected. After a Quote has passed the Mandatory Requirements, the Quote will be evaluated based on the following:

- **Cost (45%)**

Suppliers shall provide a Schedule of Prices for the supply of the vehicle listed in the RFP documents. The cost evaluation of the proposals will be evaluated based on the total cost of the vehicle. Suppliers may provide a range of vehicles for consideration by the Commission which meet the minimum specifications listed herein.

- **Equipment features, meeting specifications, experience (35%)**

Suppliers are to provide a full listing of vehicle specifications, equipment and features for each vehicle offered for consideration. Supplier to list possible options and price and or cost savings.

- **Maintenance/Service/Repair/Warranty/ and availability of parts (10%)**

Warranties shall be fully described in the proposal. Proposals are to include a list of authorized Suppliers and location of repairs and/or service facilities.

- **Delivery Schedule (10%)**

Suppliers are to provide an anticipated delivery date.

Evaluation Criteria	Points
Technical:	
Fleet Vehicle offered satisfactory meets and/or exceeds specifications	35
Maintenance/Service/Repair/Warranty and Availability of Parts	10
Delivery Schedule	10

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Financial:	
Cost	45
Total Points	100

Any award of a Contract will be subject to satisfactory references checks in the sole opinion of the Commission. The Commission will not enter any Contract with any Proponent whose references are found to be unsatisfactory.

An award will be made to the successful Proponent in accordance with the Commission Contracting Authority and Purchasing Policy 1790.001, a copy of which requested by email to Lars Larsen llarsen@canlansports.com

3.6 Selection Process and Schedule

A Project Evaluation Board will evaluate each Request for Quote according to the above criteria, as well as past performance evaluations and reference checks. If the Board feels that an interview is required for the project, one will be set up. The successful Proponent will be contacted to set up a project start up meeting. Those firms not selected for further consideration will be notified.

The timelines anticipated for this project are:

- RFQ Release.....March 29, 2022
- Last day for questions regarding this RFP..... (4:00 pm) April 14, 2022
- All Addendum posted by (4:00 pm) April 21, 2022
- Proposals due by (3:00 pm) April 29, 2022

The Commission will enter negotiations with the highest-ranking Proponent and execute a Contract upon completion of negotiations. If the Commission is unsuccessful in negotiating a Contract with the highest ranked Proponent, the Commission may then negotiate with the second or third highest ranked Proponent until a Contract is executed or may decide to terminate the selection process.

Appendix A - Work & Service General Terms & Conditions

1. SCOPE

Contractor agrees to furnish all labour, tools, equipment, material, and services and to secure all permits necessary for the complete performance of the Work Contracted for except as otherwise provided for on the face of the Purchase Order.

2. PAYMENT

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

3. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor and all persons employed by Contractor to perform its obligations shall be the employees or servants of the Contractor and not of the Commission.

4. TERMINATION

The Commission may, in its absolute discretion, stop the Work and terminate this Contract at any time, but where Contractor is not in default the Commission shall pay Contractor for the portion of the Work done in conformity with the Contract to the date of such termination, including a reasonable provision for the Contractor's profit on the portion of the Work so performed.

5. ASSIGNMENT

Contractor agrees not to sub-contract, assign, or transfer this Contract, in whole or in part without the prior written consent of the Commission.

6. SAFETY

Contractor agrees, while on the Armstrong Spallumcheen Parks and Recreation premises, to observe such safety rules or training requirements as the Commission shall prescribe as necessary for the protection of the Commission and Contractor personnel and property and as are necessary to comply with all laws, ordinances, and regulations applicable in the jurisdiction of the place of the Work, and to limit smoking and the use of fire to such locations and occasions as are designated by a representative of the Commission.

7. APPLICABLE LAW

The Contractor shall in all respects be governed by and construed in accordance with the laws of the Province of British Columbia.

8. INDEMINIFICATION

Contractor shall indemnify and hold the Commission harmless from and against any and all experiences, actions, causes of action, damages, claims and demands arising out of, or in any way connected with the performance of this Contract.

9. LIENS

Contractor shall take all necessary and proper steps to ensure that no claims for lien will be filed against the Work or the property of the Commission. Contractor agrees that

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it will at its own expense cause any such lien or claim to be released and discharged.

10. WORKMANSHIP

All workmanship and materials shall be acceptable to the Commission in every respect and shall comply strictly with all terms and conditions of the Contract and shall be subject to inspection by the Commission. Neither acceptance of the Work by the Commission nor payment shall relieve Contractor from liability under the indemnification clause or any of the guarantees or warranties contained or implied herein.

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

11. FREEDOM OF INFORMATION & PROTECTION ACT

Contractor acknowledges that the Armstrong Spallumcheen Parks and Recreation Commission is subject to the Freedom of Information and Protection of Privacy Act (British Columbia) and that this Contract (including its schedules) and any records provided to the Armstrong Spallumcheen Parks and Recreation Commission may be subject to public disclosure under that Act.

Appendix B – Intent to Bid

APPENDIX B: Intent to Bid



Armstrong Spallumcheen Parks & Recreation
Operated by Canton Management Services Ltd.

Request for Quote

Electric Ice Resurfacer for Armstrong Spallumcheen Parks and Recreation Commission

Please complete this form and return it by email to receive any updates or addendum via email:

Armstrong Spallumcheen Parks and Recreation Commission
llarsen@canlansports.com
3351 Park Drive | PO Box 88
Armstrong, BC CA V0E 1B0
Telephone: 250-546-9456 Fax: 250-546-9434

Failure to return this form may result in no further communication regarding this Request for Quote.

Company Name: _____
Address: _____
Contact: _____
Telephone: _____
Fax: _____
Email: _____

I have received a copy of the above noted Request for Quote.

Yes, I will be responding to this Request for Quote

I understand that if I do not submit a response, this will not affect our Company’s status as a potential supplier or service provider in the future. I also understand that if I do not return this form our company may not receive any further notices with regard to this

Request for Quote.

Signature _____

Title _____

Date _____

Appendix C – Form or Quote



QUOTATION

SCHEDULE C

RFQ Title: Supply and Delivery of One (1) New Electric Ice Resurfacing Unit

RFQ No: 2022-10

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Armstrong Spallumcheen Parks and Recreation Commission

TO:

Commission Representative: Lars Larsen, General Manager

Address: Norval Arena Administration office
Armstrong Parks and Recreation Commission
3351 Park Drive,
PO box 88
Armstrong, BC, V0E1B0

Telephone: 250-546-9456
Email: llarsen@canlansports.com

1. If this offer is accepted by the Commission, such offer and acceptance will create a contract as described in:
 - (a) the RFQ;
 - (b) the specifications set out above of the RFQ;
 - (c) the General Terms and Conditions; and
 - (d) this Quotation; and
 - (e) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

Appendix C- Form of Quote

3. The Contractor offers to supply to the Armstrong Spallumcheen Parks and Recreation Commission the Goods for the prices plus applicable taxes as follows:

F.O.B. Destination, t Prepaid	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.			Ship Via:
Item #	Item Name	Quantity	Unit Price	Amount
1.	Electric Ice Resurfacer including batteries, charging station, and any other requirements	1	\$	\$
2.	Environmental Levy: Tires:	1	\$	\$
3.	Environmental Levy: Battery(ies):	1	\$	\$
4.	Any other levies, fees or taxes excluding PST & GST (Please specify)	1	\$	\$
5.	Factory Rebates (if any):	1	\$	\$
CURRENCY: Canadian			Subtotal:	\$
			GST (5%):	\$
			PST (7%):	\$
			Quotation Price	\$

4. Contractors should provide an estimated schedule, with major item descriptions and times indicating a commitment to provide the Goods and perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

Delivery time from receipt of a Purchase Order is: _____ days.

5. Contractors to provide the specifications for width, height for dumping and minimum required ceiling height.

Appendix C- Form of Quote

6. Contractors to specify the ice resurfacers charging station and describe its charging cycle. Comment specifically on the compatibility of this system with your product and what modifications may be required as a solution and the specifications of the charging unit.

7. Contractors to list the steps and processes for the following:

(a) Changing the blade:

(b) Adjusting the blade:

(c) Changing a tire:

(d) Changing the oil:

8. Contractors to provide details on how the operator can make adjustments to the ice resurfacers to make heavy cuts, light cuts, etc.:

9. Contractors to provide the following information:

(a) Product warranty (Please provide details regarding the warranty provided with the machine, including term and extension options. Identify the location from which warranty service is available):

Appendix C- Form of Quote

(b) Operator Training required and provided:

(c) Provide a demonstrated history of reliability and durability with your product:

(d) Service options available such as callouts, rates, loaner machines:

10. Contractors to provide a five (5) year projection of the typical cost of maintenance (regular service work, routine maintenance, and replacement etc.).

Key Personnel:

11. Contractor should provide information on the background and experience of all key personnel proposed to provide the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____
Experience: _____
Dates: _____
Project Name: _____
Responsibility: _____

Appendix C- Form of Quote

Experience and References:

12. Contractor's relevant experience and qualifications in delivering Goods and Services similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):

13. Contractor's relevant references (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The Commission's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the Commission's discretion.

14. Contractor to describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods and Services. Anticipated objectives (e.g. carbon neutral by 2015). Information pertaining to their environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective.

15. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ including without limitation the Specifications and the General Terms and Conditions, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 201_.

CONTRACTOR

I/We have the authority to bind the Contractor

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)