



Request for Quotations

For

WATER AND WASTEWATER TREATMENT CHEMICALS

Request for Quotations No: 2024-15

Issued: November 26, 2024

Submission Deadline: December 23, 2024, 2:00pm local time

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

1.1.1 Invitation

This Request for Quotations (the “RFQ”) is an invitation by the District of North Cowichan (the “District”) to prospective respondents to submit quotations for **Water And Wastewater Treatment Chemicals**, as further described in Section A of the RFQ Particulars (Appendix B) (the “Deliverables”).

The Municipality of North Cowichan is seeking submissions from qualified suppliers to supply and deliver water and wastewater treatment chemicals to various locations within the Municipality of North Cowichan.

1.1.2 Respondent must be Single Entity

The respondent must be a single legal entity that, if selected, intends to enter into the contract with North Cowichan. If the quotation is being submitted jointly by two (2) or more separate entities, the quotation must identify only one of those entities as the “respondent.” The respondent will be responsible for the performance of the Deliverables.

1.1.3 Bidding System Registration

All respondents must have a vendor account with North Cowichan’s electronic bidding system at: <https://northcowichan.bonfirehub.ca/> and must be registered as a plan taker for this opportunity. This will enable the respondent to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda, and submit their quotation electronically through the bidding system.

1.2 RFQ Contact

To contact North Cowichan in relation to this RFQ, respondents must initiate the communication electronically through the bidding system. North Cowichan will not accept any respondent’s communications by any other means except as specifically stated in this RFQ.

For the purposes of this procurement process, the “RFQ Contact” will be:

Kyle Simpson
Manager, Utilities
kyle.simpson@northcowichan.ca

only contact the RFQ Contact where specifically instructed to in this RFQ. All other communication in relation to this RFQ, up to and including the submission of the quotation, must be through the bidding system, as described above.

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of North Cowichan other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”).

1.3.2 Term of Contract

The term of the Agreement is to be for a period of three years, with an option in favour of North Cowichan to extend the Agreement on the same terms and conditions for an additional term of up to two years.

1.4 RFQ Timetable

1.4.1 Key Dates

Issue Date of RFQ	November 26, 2024
Deadline for Questions	December 12, 2024 2:00PM local time
Deadline for Issuing Addenda	December 17, 2024 2:00PM local time
Submission Deadline	December 23, 2024 2:00PM local time
Anticipated Ranking of Respondents	January 7, 2025
Anticipated Execution of Agreement	January 15, 2025

The RFQ timetable is tentative only and may be changed by North Cowichan at any time.

1.5 Submission Instructions

1.5.1 Submission of Quotations

Quotations must be submitted electronically through the bidding system at:

<https://northcowichan.bonfirehub.ca/>

Submissions by other methods will not be accepted.

In the event of any technical issues, respondents should contact the bidding system’s technical support.

1.5.2 Quotations to be Submitted on Time

Quotations must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of quotations shall be determined by the bidding system web clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Respondents are cautioned that the timing of submission is based on when the quotation is received by the bidding system, not when a quotation is submitted by a respondent. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, respondents should plan to submit quotations well in advance of the Submission Deadline to avoid submitting late due to technical issues. Respondents submitting near the Submission Deadline do so at their own risk.

The bidding system will send a confirmation email to the respondent advising when the quotation was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

1.5.3 Quotations to be Submitted in Prescribed Format

Quotation materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.5.4 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline. However, the respondent is solely responsible for ensuring that the amended quotation is received by the bidding system by the Submission Deadline.

1.5.5 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for the provision of the Deliverables, a respondent may withdraw a submitted quotation. Prior to the Submission Deadline, respondents may withdraw a submitted quotation through the bidding system. To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

North Cowichan will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix B).

2.3 Stage II – Mandatory Technical Requirements

North Cowichan will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix B) have been met. Questions or queries on the part of North Cowichan as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3. Quotations that fail to meet the mandatory technical requirements will be rejected.

2.4 Stage III – Pricing

Stage III will consist of evaluating the submitted pricing of each qualified quotation in accordance with the price evaluation method set out in Section F of the RFQ Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

If a respondent's pricing appears to be abnormally low in relation to the Deliverables, North Cowichan may require the respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the respondent is unable to satisfactorily account for the abnormally low pricing, North Cowichan may reject the quotation. North Cowichan may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing, which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, compliant respondents will be ranked based on the price evaluation. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be determined by way of a coin toss. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

A respondent who submits conditions, options, variations, or contingent statements either as part of its quotation or after receiving notice of selection may be disqualified.

3.1.2 Quotations in English

All quotations are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's quotation should be submitted in a fixed format, and the content of websites or other external documents referred to in the respondent's quotation but not attached will not be considered to form part of its quotation.

3.1.4 Past Performance

In the evaluation process, North Cowichan may consider the respondent's past performance or conduct on previous contracts with North Cowichan or other institutions.

3.1.5 Information in RFQ Only an Estimate

North Cowichan and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Quotation to be Retained by North Cowichan

North Cowichan will not return the quotation or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

North Cowichan makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. North Cowichan may contract with others for

goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

Respondents should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information in writing through the bidding system on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. North Cowichan is under no obligation to provide additional information, and North Cowichan is not responsible for any information provided by or obtained from any source other than the RFQ Contact or the bidding system. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. North Cowichan is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If North Cowichan, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by North Cowichan.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If North Cowichan determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, North Cowichan may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating quotations, North Cowichan may request further information from the respondent or third parties to verify, clarify or supplement the information provided in the respondent's quotation. North Cowichan may revisit, re-evaluate, and rescore the respondent's response or ranking based on any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once an agreement is executed by North Cowichan and a respondent, the other respondents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within thirty (30) days of such notification. The RFQ Contact will contact the respondent's representative to schedule the debriefing. Debriefings may occur in person at North Cowichan's location or by way of conference call or other remote meeting format as prescribed by North Cowichan.

3.3.3 Procurement Protest Procedure

Any respondent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the respondent wishes to challenge;
- (b) a clear explanation of the respondent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the respondent's contact details, including name, telephone number and email address.

North Cowichan will send an initial response to acknowledge receipt of the respondent's notice and indicate the date by which North Cowichan will provide the respondent with a formal response.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

1. in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of North Cowichan in the preparation of its quotation that is not available to other respondents;
 - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair;
2. in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or

- (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

North Cowichan may disqualify a respondent for any conduct, situation, or circumstances determined by North Cowichan, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of North Cowichan may be precluded from participating in the RFQ process in instances where North Cowichan has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair, competitive process.

3.4.3 Disqualification for Prohibited Conduct

North Cowichan may disqualify a respondent, rescind a notice of selection, or terminate a contract subsequently entered into if North Cowichan determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of North Cowichan; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.4.8 Supplier Suspension

North Cowichan may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair, competitive process; or
- (d) any conduct, situation, or circumstance determined by North Cowichan, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, North Cowichan will notify the supplier of the grounds for the suspension, and the supplier will have an opportunity to respond within the timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by North Cowichan in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of North Cowichan

All information provided by or obtained from North Cowichan in any form in connection with this RFQ, either before or after the issuance of this RFQ,

- (a) is the sole property of North Cowichan and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from North Cowichan; and
- (d) must be returned by the respondent to North Cowichan immediately upon the request of North Cowichan.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by North Cowichan. The confidentiality of such information will be maintained by North Cowichan, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by North Cowichan to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor North Cowichan will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by North Cowichan and may result in an invitation by North Cowichan to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and North Cowichan by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of North Cowichan to enter into an agreement for the Deliverables.

3.6.4 Cancellation

North Cowichan may cancel or amend the RFQ process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

See Annex 1 – Agreement for Services_ North Cowichan

APPENDIX B – RFQ PARTICULARS

A. THE DELIVERABLES

- Supply upon request Calcium Thiosulfate in approximately 1200 kg totes.
- Supply upon request Sodium Hypochlorite.
- Supply upon request Aluminum Sulphate in bulk with 28,000kg minimum order size.

B. MATERIAL DISCLOSURES

All wastewater and water treatment chemicals are to be delivered and safely off loaded to either the:

- JUB Lagoon Facility at 1011 Marchmont St, Duncan B.C.
- Municipality of North Cowichan Operations Building at 7030 Trans - Canada Highway, Duncan B.C.
- North Cowichan Water Station at 2731 Boys Rd, Duncan BC

Deliveries will be made in accordance with Transportation of Dangerous Goods legislation and must be made between 08:00 and 15:30 weekdays except as arranged with each facility or in the event of emergency requirements. Delivery vehicles will be equipped with emergency spill kits and all safety related equipment.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

Each quotation must include a Submission Form (Appendix C) completed and signed by an authorized representative of the respondent.

2. Pricing

Each quotation must include pricing information that complies with the instructions set out below in Section F of this Appendix B.

3. Other Mandatory Submission Requirements

The Successful Bidder will comply fully with the WHMIS legislation. Products will bear WHMIS approved labels and Material Safety Data Sheets (MSDS) will be provided as required.

4. Insurance

The Successful Bidder must, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the District, with an insurer licensed in British Columbia:

- (a) Commercial General Liability and Property Damage \$2,000,000.00
- (b) Automobile Insurance (owned and non-owned) \$2,000,000.00
- (c) Professional Errors and Omissions Liability \$2,000,000.00

In all policies of insurance required under this Agreement (except automobile insurance on vehicles owned by the Successful Bidder) the District must be named as an additional insured

and all such policies must contain a provision that the insurance apply as though a separate policy had been issued to each named insured. All such policies must provide that no cancellation or lapse of or material alteration in the policy will become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder must be in an amount acceptable to the District.

1. The Successful Bidder must provide to the District at the commencement of the Term, and at any time during the Term upon request, a certificate or certificates of insurance as evidence that the insurance required under this Agreement is in force.
2. Maintenance of such insurance and the performance by the Successful Bidder of its obligation under this clause do not relieve the Successful Bidder of liability under the indemnity provisions under the Agreement.

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

N/A

F. PRICE EVALUATION METHOD

Submissions will be evaluated based on the lowest price.

Instructions on How to Provide Pricing

- (a) Respondents should submit their pricing information electronically within the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for PST and GST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Required Pricing Information

Product List				Proposed Cost		
Chemical	Typical Container Size	Minimum Order Size	Estimated Annual Quantity	Year	Cost of Chemical Per Unit Mass or Volume	Proposed Annual Cost
Calcium Thiosulphate, Captor, 30% Solution		kg	15,000 kg	1	\$ /kg	
				2	\$ /kg	\$
				3	\$ /kg	\$
TOTAL BID AMOUNT						\$

Product List				Proposed Cost		
Chemical	Typical Container Size	Minimum Order Size	Estimated Annual Quantity	Year	Cost of Chemical Per Unit Mass or Volume	Proposed Annual Cost
Aluminum Sulphate Solution		kg	112,500 kg	1	\$ /kg	
				2	\$ /kg	\$
				3	\$ /kg	\$
TOTAL BID AMOUNT						\$ _____

Product List				Proposed Cost		
Chemical	Typical Container Size	Minimum Order Size	Estimated Annual Quantity	Year	Cost of Chemical Per Unit Mass or Volume	Proposed Annual Cost
Sodium Hypochlorite 12%	1,300 L Tote		20 Totes	1	\$ /L	\$
				2	\$ /L	\$
				3	\$ /L	\$

Sodium Hypochlorite 12%			200,000 L/year	1	\$ /L	\$
				2	\$ /L	\$
				3	\$ /L	\$
TOTAL BID AMOUNT						\$ _____

APPENDIX C – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract) and that no legal relationship or obligation regarding the procurement of any good or service will be created between North Cowichan and the respondent unless and until North Cowichan and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The respondent is deemed to have read and considered all addenda issued by North Cowichan prior to the Deadline for Issuing Addenda.

6. Communication with Competitors

For the purposes of this RFQ, the word "competitor" includes any individual or organization other than the respondent, whether or not related to or affiliated with the respondent, who could potentially submit a response to this RFQ.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the respondent declares that:

- (a) it has prepared its quotation independently from and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a quotation; or
 - (v) the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and

- (b) it has not disclosed details of its quotation to any competitor, and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the respondent has communicated or intends to communicate with one or more competitors about this RFQ or its quotation, the respondent discloses below the names of those competitors and the nature of, and reasons for, such communications:

7. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

8. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of North Cowichan within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.
- If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

9. Disclosure of Information

The respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this quotation by North Cowichan to the advisers retained by North Cowichan to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.