Invitation to Quote

Compaction Pushout Transfer Trailer
2026-110-RR

Issued on November 10, 2026

Closing Location:
Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

Closing Date and Time:
11:00 AM (Pacific Time), December 8, 2026

Mark Braithwaite
Senior Procurement Specialist
250-352-1596
mbraithwaite@rdck.bc.ca

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PART 1: INVITATION & INSTRUCTIONS TO BIDDERS

1 INVITATION & INSTRUCTIONS TO BIDDERS

1.1 EXECUTIVE SUMMARY

The Regional District of Central Kootenay (RDCK) is seeking Quotes for the supply and delivery of One (1) Compaction Pushout Transfer Trailer to be used at the RDCK Landfill and Transfer Stations.

1.2 QUOTE DOCUMENTS

It is the responsibility of the Bidder to ascertain that they have received a full set of Quote documents. Upon submission of their Quote, the Bidder shall be deemed conclusively to have been in full possession of a full set of Quote Documents.

1.3 INTENT TO SUBMIT

Bidders intending to submit a Quote should provide an email notification to the RDCK Representative. A Bidder who does not submit an Intent to Submit email may not be sent any amendments or addenda. No Bidder who sends an Intent to Submit email is obligated to submit a Quote.

1.4 ENQUIRIES

All enquiries related to this Quote are to be directed, **in writing**, to the following person who is hereby designated as the RDCK Representative:

Mark Braithwaite
Senior Procurement Specialist
250-352-1596
mbraithwaite@rdck.bc.ca

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and **MAY** be distributed to all Bidders at the option of the RDCK.

To provide adequate time for responses, requests for clarification questions will only be accepted until December 1st, 2026.

1.5 QUOTE CLOSING TIME AND LOCATION

Quotes will be accepted until the Closing Time and the Closing Location indicated on the cover page.

1.6 QUOTE SUBMISSIONS

Any Quote received after the Closing Time, or other than in the manner specified, will be considered disqualified and will be returned to the Bidder.

A digital PDF format of the Quote submission may be sent by e-mail to: mbraithwaite@rdck.bc.ca.

The RDCK email server has about a 10 mb file size limit. Bidders are to ensure that they have gotten a confirmation of receipt of email prior to the closing time. Larger submissions should be broken down into 2 or more emails or arrangements should be made ahead of time for file transfer via a secure file link. Faxed proposals will not be accepted.

Bidders wishing to deliver a Quote submission in paper format to the RDCK must submit the Quote document in a **SEALED** envelope clearly labeled **INVITATION FOR QUOTE: INVITATION TO QUOTE COMPACTION PUSHOUT TRANSFER TRAILER.** The Bidder's name and full mailing address should be clearly marked on the outside of the response envelope.

Quotes submission should include:

- The Quote Form in Schedule A;
- Business name;
- Business address;
- Contact person;
- Authorized signature;
- Product specifications;
- Total price per unit;
- Optional price for a Hardwired Controller;
- Delivery fees (DDP - Grohman Narrows (1201 Insight Drive);
- Operation/service manual availability;
- Estimated delivery date;
- Warranty information;
- Two (2) Customer References;
- Any exceptions to the RDCK proposed agreement in Schedule B;

1.7 OWNERSHIP OF QUOTE AND FREEDOM OF INFORMATION

All responses to this Invitation for Quote become the property of the RDCK. By submitting a Quote the Bidder agrees the RDCK has the right to copy the Quote Documents. Quotes will be held in confidence by the RDCK, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Quote under that Act. The requirement for confidentiality shall not apply to any Quote that is incorporated into the Contract for the supply of the Goods. Further, the RDCK may disclose all or part of any Quote to the RDCK Board at a public meeting of the RDCK Board of Directors, when making a recommendation for the award of the Contract.

1.8 RDCK'S RIGHT TO ACCEPT OR REJECT QUOTE

The lowest or any Quote will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Quote which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Quotes, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Quote.

If there is only one compliant Quote received by the Closing Time, the RDCK reserves the right to accept the Quote or cancel the Quote process with no further consideration for the sole Quote. This includes the right to cancel this Invitation to Quote at any time prior to entering into the Contract with the Vendor. The RDCK reserves the right to cancel this Invitation to Quote at any time before execution of the Contract without being obligated to any Bidder regardless of whether there is one or more compliant Quotes.

Quotes that contain qualifying conditions or otherwise fail to conform to these Instructions to Bidders may be disqualified or rejected by the RDCK in its absolute discretion. The RDCK may at its sole discretion reject or retain for consideration Quotes which are non-conforming including Quotes that do not conform because they do not contain the content or form required by these Instructions to Bidders or because they have not complied with the process for submission set out herein.

1.9 NO CLAIM FOR COMPENSATION

Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Invitation for Quote, and by submitting a Quote each Bidder shall be deemed to have agreed that it has no claim.

1.10 CONFLICT OF INTEREST

By submitting a Quote, the Bidder warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder has any financial or personal relationship or affiliation with any elected official or employee of the RDCK or their immediate families which might in any way be seen (in the RDCK's sole and unfettered discretion) to create a conflict.

1.11 ANTI-COLLUSION, FRAUD & CORRUPTION

The Bidder shall not communicate to any person prior to the opening of Quotes (other than to the RDCK through the delivery of a Quote in the prescribed manner) the amount of any Quote, or at any time adjust the amount of any Quote by arrangement with any other persons, make any arrangement with any other person about whether or not they or that other person should or should not submit a Quote or otherwise collude with any other person in any manner whatsoever in the Quote process.

Any breach of this provision or non-compliance on the part of a Bidder shall, without affecting the Bidder's liability for such breach or non-compliance, result in the Quote's disqualification.

1.12 CONFIDENTIALITY

Confidential information about the RDCK obtained by Bidders must not be disclosed unless authorized to do so, in writing, by the RDCK. The Bidder agrees that their obligation of confidentiality will survive the termination of any Contract awarded under this Quote process.

1.13 IRREVOCABILITY AND ACCEPTANCE OF QUOTE

After the Closing Time, all Quotes are irrevocable. By submission of a Quote, the Bidder agrees that should its Quote be successful the Bidder will enter into the Contract with the RDCK for the supply of the Good(s). The Contract shall be on the terms and conditions set out in this Invitation for Quote and as set out in Schedule B. Each Quote will be irrevocable and open for acceptance by the RDCK for a period of ninety (90) calendar days after the Closing Date, even if the Quote of another Bidder is accepted by the RDCK.

By submission of a clear and detailed written notice the Bidder may amend or withdraw its Quote PRIOR to the Closing Time. Notice in writing must be submitted to the RDCK Representative.

1.14 IRREGULARITIES AND INFORMALITIES

The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Quote and to seek clarification or additional information on any area of any Quote when it is in the best interest of the RDCK to do so.

1.15 DISCREPANCIES OR OMISSIONS

Bidders finding discrepancies or omissions in the Specifications or other documents or having any doubts on the meaning or intent of any part thereof should immediately request, in writing, clarification from the RDCK Representative who will send written instructions or explanations to all parties having a set of the Quote Documents in accordance with section 1.4. Any work on a Quote done by the Bidder after the discovery of discrepancies, errors or omissions, which the Bidder fails to seek clarification about, shall be done at the Bidder's risk.

1.16 MODIFICATION OF TERMS/ADDENDA

The RDCK reserves the right to modify the terms of this Invitation for Quote at any time before the Closing Time in its sole discretion. Written Addenda are the only means of amending or clarifying any of the information contained in the information package. The RDCK may amend or clarify the information package by issuing an Addendum. No employee or agent of the RDCK is authorized to amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The RDCK makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to closing of this Invitation to Quote shall become a part of the Quote Documents.

1.17 LIABILITY FOR ERRORS

While the RDCK has used considerable efforts to ensure an accurate representation of information in this Invitation for Quote, the information contained in this Invitation for Quote is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the RDCK, nor is it necessarily comprehensive or exhaustive. Nothing in this Invitation for Quote is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in this Invitation for Quote.

1.18 GOODS AND SERVICES TAX

The GST shall be listed as a separate line item on the Quote submission.

1.19 EVALUATION OF QUOTES

The lowest or any Quote will not necessarily be accepted, and the RDCK may reject any and all Quotes. Without limiting the foregoing, Bidders are hereby notified that the RDCK intends to review Quotes and award the Contract based not only on the Quote price, but on the criteria included in the section below, as well as any other criteria that may become evident during the evaluation process, to determine best overall value for the RDCK.

- Lowest overall cost to the RDCK
- Conformance to RDCK's stated specifications
- Warranty coverage
- Shipping fees
- Delivery – lead time
- Drawings showing trailer schematics
- Operations/Service Manual
- Exceptions to the RDCK proposed agreement in Schedule B
- Two (2) Customer References

The RDCK reserves the right to make inquiries regarding any or all Quotes and to verify all information submitted by Bidders.

The RDCK reserves the right, at its discretion, to negotiate with any Bidder that the RDCK believes has the most advantageous Quote or with any other Bidder or Bidders concurrently. In no event will the RDCK be required to offer any modified terms to any other Bidder prior to entering into the Contract with the successful Bidder, and the RDCK shall incur no liability to any other Bidder as a result of such negotiations or modifications.

Bidders are advised that, after receipt of Quotes and prior to award of Contract, Bidders may be required to provide the RDCK with additional information concerning the Bidder or their Quote including, but not limited to, a further breakdown of relevant components of the proposed prices.

The RDCK reserves the right to reject any Quotes of a company that is, or whose principals are, at the time of submitting a Quote, engaged in a lawsuit against the RDCK in relation to the supply of goods or services.

The RDCK reserves the right to reject any Quotes of a company that owes, or whose principals owe, monies to the RDCK at the time of submitting a Quote.

1.20 DEFINITION OF CONTRACT

This Invitation for Quote should not be construed as an Agreement or Contract to purchase goods or services. The RDCK is not bound to enter into the Contract with the Bidder who submits the lowest priced Quote or with any Bidder. The RDCK will be under no obligation to receive further information, whether written or oral, from a Bidder after the Quote Closing Time.

Neither the acceptance of a Quote nor the execution of the Contract will constitute approval of any activity or development contemplated in any Quote that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal enactments.

Notice in writing to a Bidder that it has been identified as the Vendor and the subsequent full execution of a written agreement will constitute the Contract for the supply of the Good and no Bidder will acquire any legal or equitable rights or privileges relative to the supply of the Good until the occurrence of both such events.

1.21 POWERS PRESERVED

Except as expressly set out in this Agreement, nothing in this Invitation for Quote shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the Community Charter or the Local Government Act or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

1.22 FORM OF CONTRACT

By submission of a Quote, the Bidder agrees that, should it be identified as the successful Bidder, it is willing to enter into the Contract detailed in Schedule B with the RDCK within fifteen (15) days of the date of the Notice of Award.

PART 2: GENERAL CONDITIONS

2.1 WARRANTY

The successful Bidder must provide a documented warranty procedure.
Location of qualified facility shall be specified in the Quote.

2.2 DRAWINGS/MANUALS

a) Complete drawings must be submitted with all dimensions shown.
b) A complete 'Parts & Service Manual' must be provided.

2.3 DELIVERY/INSPECTION

Provide the quality check (QC) procedure that is completed before the finished unit is delivered.

2.4 ESTIMATED DELIVERY DATE

The bidder must include in their quote an estimated delivery date (lead time).

2.5 RDCK PURCHASE OF GOODS AGREEMENT

The bidder must confirm acceptance to the RDCK Purchase of Goods Agreement or provide any noted exceptions to the RDCK Purchase of Goods Agreement.

PART 3: SPECIFICATIONS

3.1 SPECIFICATIONS

Part 3 contains a detailed description of the minimum specifications required. Bidders are urged to try and meet all specifications. Slight variations to some specifications may be accepted if reasons are submitted, in writing, with the Quote. Where the manufacturer has not provided components specified, the Bidder shall provide an explanation and specifications for the alternative(s).

The following specification for a Compaction Pushout Transfer Trailer has been provided:

1. Compaction trailer maximum length cannot exceed 48 feet.
2. PTO power.
3. Top load c/w deflectors (deflectors should deploy when the top hatch opens).
4. Rear swing door. *No lift doors* Rear door must have seal to prevent liquids from escaping.
5. Designed for municipal mixed waste. (Floor and walls to be abrasion-resistant, high-strength steel - 400 HBW minimum).
6. Side door for safe access.
7. The front of the compaction trailer should be closed but with access through two doors.
8. Tridem axle configuration.
9. ABS.
10. Volume: 90 cu. Yds. minimum.
11. Air ride suspension.
12. Preliminary weight dist. BC weight laws.
13. Color – Nissan Astra Blue. Paint Code: 190836

3.2 SAMPLE PICTURES OF CURRENT UNITS

NOTE VIEW OF TOP LOAD HATCH WITH DEFLECTORS DEPLOYED



NOTE THE FRONT OF THE TRAILER IS CLOSED OFF WITH TWO ACCESS DOORS



SCHEDULE A: QUOTE FORM

INVITATION FOR QUOTE
COMPACTION PUSHOUT TRANSFER TRAILER
CLOSING DATE & TIME: 11:00 AM (Pacific Time), December 8, 2026

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY/POSTAL CODE: _____

EMAIL ADDRESS: _____

DATED: _____

TO: Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

The Bidder has carefully examined the Contract Documents.

The Bidder understands and agrees that:

a) the proposed price specified in the Quote includes all taxes, duties, delivery fees and all other additional charges on any materials, equipment and labour, except the GST which shall be charged separately;

b) payment will be made only for the supply of Good(s) specified in the Quote;

c) The lowest or any Quote will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Quote which it deems most advantageous and favorable in the interests of the RDCK; and waive informalities in, or reject any or all Quotes, in each case without giving any notice. In no event will the RDCK be responsible for the costs of preparation or submission of a Quote;

If there is only one compliant Quote received by the Closing Time, the RDCK reserves the right to accept the Quote or cancel the Quote process with no further consideration for the sole Quote. This includes the right to cancel this Invitation for Quote at any time prior to entering into the Contract with the Vendor. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Bidder – not just where there is only one compliant Quote; and

d) The RDCK reserves the right, at its sole discretion to waive irregularities and informalities in any Quote and to seek clarification or additional information on any area of any Quote when it is in the best interest of the RDCK to do so. The RDCK, however, may at its sole discretion reject or retain for consideration Quotes which are non-conforming because they do not contain the content or form required by these Instructions to Bidders or because they have not complied with the process for submission set out herein.

The Bidder agrees as follows:

a) If the undersigned is notified in writing of the acceptance of their Quote, it agrees that within fifteen (15) days of the date of the Notice of Award they will enter into an Agreement and execute the Contract for the supply of the Good(s) and guarantees completion of the Contract in accordance with the Contract Documents;

b) To begin supply of the Good on the date specified in the Notice to Proceed;

c) Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Invitation for Quote, and by submitting a Quote each Bidder shall be deemed to have agreed that it has no claim;

d) The RDCK reserves the right, at its discretion, to negotiate with any Bidder that the RDCK believes has the most advantageous Quote or with any other Bidder or Bidders concurrently. In no event will the RDCK be required to offer any modified terms to any other Bidder prior to entering into the Contract with the successful Bidder, and the RDCK shall incur no liability to any other Bidder as a result of such negotiations or modifications.

ADDENDA

It is herewith acknowledged that the following Addenda have been received and form part of the Quote.

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Price and Information Worksheet	
Description	**Response**
Price per unit (1 unit)	$
Shipping Fees (DDP Grohman Narrows)	$
Other applicable duties and taxes	$
PST	$
GST	$
TOTAL PRICE	$
Optional Price: Hardwired Controller	$
Warranty Period (how many months/years)	
Warranty Coverage (what does it include)	
Drawings showing trailer schematics can be provided?	
Operations/Service Manual can be provided?	
QC Procedure	
Delivery Lead Time	
Noted exceptions to the RDCK Purchase of Goods Agreement.	

Signature of Bidder

LIST OF PREVIOUS EXPERIENCE (CONTRACTS)

The Bidder shall fill in details below of the most recent contracts they have undertaken with the supply of Materials of a nature similar to this proposed Contract.

It is the intention of Regional District of Central Kootenay to use the information given below to assess the experience of the Bidder in the appropriate supply of the Product. The RDCK may contact the references given below before awarding the Contract.

Bidder's Experience on Projects of a Similar Nature

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

_____

Project: _____ Value: _____

Owner: _____ Phone Number: _____

Description: _____

_____

_____

Signature of Bidder

Authorization

I/we hereby certify that the prices and dates and other information contained in this Quote are correct, and that the signatures below are those of duly authorized officers of our company having the power necessary to make such a Quote.

It is hereby agreed that once the Quotes for the Contract have been opened, this Quote and the offer constituted thereby shall not be revoked before EITHER acceptance thereof by the RDCK OR the expiration of ninety (90) calendar days after the Closing Date, whichever shall first occur.

SIGNED, SEALED AND DELIVERED by:

_____

Name of Bidder (Company)

		In the presence of:
_____	)	_____
Name (printed)	)	Witness Name (printed)
_____	)	_____
Authorized Signature	)	Witness Signature
_____	)	_____
Address (printed)	)	Address (printed)
_____	)	_____
Address (printed)	)	Address (printed)
_____	)	_____
Telephone	)	Telephone

DATED at _____ this _____ day of _____, 2026.

Purchase of Goods
Agreement

Contract #: YYYY-##-DEPT_VENDOR_NAME
Project: Project Name
GL Account #: Account #
Board Resolution(s): Add Board Resolution(s) # relevant to this contract

THIS AGREEMENT executed and dated for reference the: Day (Day) day of Month (Month), Year (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the "RDCK")
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4
Agreement Administrator: First and Last Name
Telephone: Phone #
Email: Email

AND

VENDOR NAME
(hereinafter called the "Vendor")
at the following address:
Address
City, Province Postal Code
Agreement Administrator: First and Last Name
Telephone: Phone #
Email: Email

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	VENDOR NAME
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Name and Title of Authorized Signatory)	(Name and Title of Authorized Signatory)

GENERAL TERMS AND CONDITIONS

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE VENDOR AGREE AS FOLLOWS:

1 **SCHEDULES** - The Schedules to this Agreement (including any appendices or documents incorporated by reference into those Schedules) are part of this Agreement.

THE VENDOR'S OBLIGATIONS

2 The Vendor shall:

(a) Provide the goods detailed in Schedule "A" of this Agreement (the "**Goods**").

(b) Undertake all work and supply all materials necessary to supply the Goods, unless stipulated otherwise in Schedule A;

(c) Comply with all applicable municipal, provincial and federal legislation and regulations;

(d) At its own expense, obtain all permits and licenses necessary for the supply of the Goods, and on request provide the RDCK with proof of having obtained such licenses or permits;

(e) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;

(f) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the supply of similar Goods;

(g) At all times, treat as confidential all information and material supplied to or obtained by the Vendor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;

(h) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its elected officials, officers, employees and agents and their successor(s), assign(s) and authorized representative(s) and each of them (collectively the "**RDCK People**") from and against losses, claims, damages, actions, and causes of action (collectively referred to as "**Claims**"), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Vendor or its servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other Vendor(s), assign(s) and authorized representative(s) or any other persons;

(i) Use due care that no person or property is injured and no rights infringed in the supply of the Goods, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Goods or in any other respect whatsoever;

(j) Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Vendor shall obtain and maintain in force through the duration of the this Agreement Commercial General Liability insurance in an amount necessary to cover the risks it has assumed or may encounter as a result of entering into this Agreement;

(k) The Vendor shall be solely responsible for determining and obtaining what additional insurance coverage, if any, is necessary or advisable for the protection of the Vendor or that is required by the Vendor to fulfill its obligations under this Agreement, with such additional insurance maintained and provided at the sole expense of the Vendor;

(l) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK's approval prior to their use in the Goods;

(m) The Vendor shall deliver the Goods to the shipping location designated by the RDCK in accordance with INCOTERM (2020) Duty Delivery Paid (DDP);

(n) For all shipments originating outside of Canada, the Vendor will ensure that properly executed customs documents are completed and must accompany each shipment, unless instructed otherwise by the RDCK; The Vendor will be responsible for paying any excise tax or other customs duties or levies in force at the time of shipment. The Vendor will clearly label and identify the RDCK's Agreement Administrator's contact information as indicated on the first page of this Agreement;

(o) The Vendor will supply Goods pursuant to Schedule A and to the place or places specified in this Agreement; If a method of shipping, carrier or route is specified, no deviation from those terms may be made without the RDCK's prior approval; The Vendor will be responsible for any additional costs, losses or damages resulting from an unauthorized deviation in method of shipping, carrier or route; The RDCK reserves the right to cancel any Goods not shipped as specified in this Agreement;

(p) No extra charges by Vendor will be allowed for tarping, special handling, packing boxing or crating, or for cases, packages, pallets, drums, reels or boxes, unless agreed to by the RDCK; The Vendor will mark all cases, packages, and bundles delivering the Goods with the contract number and RDCK Agreement Administrator's contact information as indicated on the first page of this Agreement; The Vendor will enclose a packing slip with each shipment showing the contract number, RDCK Agreement Administrator's contact information and full description of all Goods; The Vendor will be responsible for any damage to the Goods resulting from improper packing;

(q) No substitutions of Goods will be accepted unless they are authorized by the RDCK and, if authorized, must conform to specifications or other requirements and be equal or better in terms of value, functionality, performance, durability and availability;

(r) All Goods are subject to inspection and approval by the RDCK upon delivery; The RDCK may refuse acceptance of Goods that are damaged or defective, that do not conform to specifications or that otherwise fail to comply with this

Agreement; The RDCK may inspect Goods at any time, but neither inspection nor non-inspection by the RDCK relieves the Vendor of its obligations hereunder; If the RDCK considers that any Goods are damaged or defective, fail to conform to specifications or fail to otherwise meet requirements herein, the Vendor at its sole expense will promptly make the necessary corrections, replacements or repairs; The Vendor will be responsible for all costs associated with the return and replacement of any damaged, defective or non-conforming Goods, including all freight and handling charges;

(s) Title to the Goods will pass to the RDCK upon the earlier of payment for such Goods by the RDCK or when the Goods are accepted by the RDCK, provided that risk of loss and damage will remain with the Vendor and will not transfer to the RDCK until the Goods are accepted by the RDCK;

(t) Without limiting any additional warranties provided by the Vendor, the Vendor warrants that all Goods will be new, of merchantable quality, free from defects in workmanship, design and materials and fit for their intended purpose, will strictly conform to applicable samples, specifications, drawings or other requirements furnished by the RDCK and will be transferred to the RDCK free and clear of liens, charges and encumbrances; Unless a longer period is specified in this Agreement, the Vendor will, without cost to the RDCK, correct, replace or repair any Goods which are defective or become defective, by reason of workmanship, design or material, or that otherwise fail to conform to the requirements of this Agreement, within one year from the date of acceptance by the RDCK; No express warranty or condition herein, nor any other term, will limit or exclude any warranty or condition otherwise imposed by statute; All warranties will remain in effect notwithstanding the expiry or earlier termination of this Agreement; The Vendor will assign to the RDCK or will enforce for the benefit of the RDCK any and all warranties granted by manufacturers, suppliers or sub-contractors;

(u) All electrical equipment must be Canadian Standards Association (CSA) approved or Province of British Columbia Electrical Energy Board approved, and must bear the appropriate sticker.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

3 The RDCK shall:

(a) Subject to the provisions of this Agreement, pay the Vendor, in full payment for the Goods which in the opinion of the RDCK at the times set out is Schedule B of this Agreement (herein called "**Contract Price**"), and the Vendor shall accept such payment as full payment for the Goods;

(b) Make available to the Vendor all available information considered by the RDCK to be pertinent to the supply of the Goods;

(c) Give the Vendor reasonable notice of anything the RDCK considers likely to materially affect the provision of the Goods.

CHANGES TO AGREEMENT

4 The RDCK and the Vendor acknowledge that it may be necessary to modify the Goods, the schedule of deliverables and/or the budget in order to supply the Goods. In the event that the RDCK or the Vendor wishes to make a change or changes to the Goods, the deliverables schedule and/or the budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of an Agreement Amendment.

TERMINATION OF AGREEMENT

5 In the event of a substantial failure of a party to perform in accordance with the terms and conditions of this Agreement, it may be terminated by the other party on five (5) days' written notice.

6 The RDCK may, at its sole discretion, terminate this Agreement on ten (10) days' notice, and the payment of funds required to be made pursuant to Section 7 shall discharge the RDCK of all of its liability to the Vendor under this Agreement.

7 Where this Agreement expires or is terminated before 100% completion of supply of Goods, the RDCK shall pay to the Vendor that portion of the Contract Price which is equal to the portion of Goods supplied to the satisfaction of the RDCK prior to expiration or termination.

8 Where the Vendor fails to perform or comply with the provisions of this Agreement the RDCK may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

GENERAL TERMS

9 The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Goods.

10 This Agreement shall be governed by the laws of the Province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.

11 Time shall be of the essence of this Agreement.

12 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.

13 A waiver of any provision or breach by the Vendor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.

14 A waiver under Section 13 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

15 The RDCK may, at its discretion, notify the Vendor that the terms, amounts and types of insurance required to be obtained by the Vendor hereunder be changed.

16 Where the Vendor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Vendor.

17 Where the Vendor is a partnership, all partners are to execute this Agreement.

18 Sections 2 (g) (h) of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.

19 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the Community Charter or the Local Government Act or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered

SCHEDULE A: TERMS, DELIVERY LOCATION AND GOODS

1 **TERM -** Notwithstanding the date of execution of this Agreement the Vendor shall provide the Goods described in Schedule A at the cost and terms described therein commencing on **DD Month YYYY** and ending on **DD Month YYYY** (the "**Term**").

2 **LOCATION -** The location for delivery of the Goods shall be Add Property Name, located at street address, in City/Town, Province of British Columbia, Postal Code

3 **GOODS** - The Vendor must provide the Goods as follows:
(a) Add Property Name

SCHEDULE B: CONTRACT PAYMENT TERMS

1 Total budget shall not exceed **$X,XXX,XXX dollars** (excluding GST).

2 Invoices to be submitted upon completion of the Project, and must be submitted no later than January 15th of the following year.

3 The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract #: Contract #
GL Code: ACCOUNT # & WORK ORDER #

4 Invoices must be emailed to ap@rdck.bc.ca, with the RDCK contract administrator identified on the first page of this contract in cc.

5 Invoices to be paid on net 30 day term.

6 The Vendor's GST number must be included on invoices where GST is applicable, in which case, GST shall also be listed as a separate line item.

7 The Vendor's name on the invoice must match the name identified in the first page of this contract.