

Request for Quotations (RFQ) Vehicle Purchase & Requirements	
RFQ #	2018RFQ-0416-01
RFQ issued by	Justice Education Society of British Columbia (JES)
Issue date	October 8, 2018
Closing date/time	Proposals must be received before 16:00 hours (4:00 pm) Central Standard Time (Guatemala City) on: October 17, 2018
JES contact person	All enquiries related to this RFQ including any requests for information and clarification, are to be directed to the following email address: procurement@justiceeducation.ca Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at JES's discretion. After the closing date, no unsolicited inquiries or changes will be accepted.
Delivery of proposals	One (1) hard copy of your proposal must be delivered by hand or courier in a sealed envelope to Mrs. Ileana Arroyo at: Justice Education Society, 13 Calle 3-40 Zona 10 Edificio Atlantis, Oficina 706 Ciudad de Guatemala, Guatemala Proposal envelopes should be clearly marked with the name and the address listed here and include the RFQ number (2018RFQ-0416-01). Proposals may <u>not</u> be sent by mail, facsimile or email.
Proponent's submissions	A person legally authorized to sign on behalf of the Proponent must complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered and include the originally-signed and completed page with the first copy of the proposal.
Waiver of Responsibility	Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the JES, if any. If the JES elects to reject all proposals, JES will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

Proponent Section	
The enclosed proposal is submitted in response to the above-referenced RFQ including any addenda. Through submission of this proposal we agree to all of the terms and conditions of this RFQ and agree that any inconsistencies in our proposal will not be considered. We have carefully read and examined the RFQ including this page and agree to assume full responsibility for the participation in this RFQ without any obligation for JES to complete this process in our favor. We agree to be bound by the statements and representations made in our proposal.	
Signature of Authorized Representative:	Legal Name of Proponent (and Doing Business As Name, if applicable):
Printed Name of Authorized Representative:	Address of Proponent:
Title:	
Date:	
Authorized Representative email address (if available):	Authorized Representative phone (if available):

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1. Summary of the Requirement

JES has an immediate need for one vehicle for its Guatemalan office, located in Guatemala City.

The terms and conditions applicable to this RFQ are identified in Appendix B – Definitions and Administrative Requirements. Submission of a proposal in response to this RFQ indicates acceptance of all terms and conditions that are included in Appendix B, and any addenda subsequently issued by the JES.

2. Overview of the JES

2.1 Background

JES is a non-profit organization with over 25 years of experience providing public legal education and justice system capacity building in Canada and overseas. Internationally, JES has programs in Guatemala, El Salvador, Honduras, Panama and Guyana which work with national institutions to strengthen justice systems, access to justice and citizen security. JES has offices in Guatemala, Honduras and Guyana and has diverse sources of funding including private donors as well as Canadian and overseas government agencies. More information on JES is available at www.JusticeEducation.ca.

3. Specific Requirements

3.1 The Project

The Guatemalan office of JES has an immediate need for one (1) vehicle in order to deliver its Institutional Justice Strengthening program. This vehicle must have the capacity to bring project teams to remote locations in Guatemala in a safe, cost effective and reliable manner.

3.2 Specifications

The successful proponent shall provide the following:

- a) One (1) full size SUV. The minimum requirements for this vehicle are as follows:

Mandatory Requirements	
i. Style	Sport Utility Vehicle (SUV)
ii. Year	2017, 2018 or 2019
iii. Condition	New
iv. Drive	4x4 enabled
v. Engine	4-Cylinder diesel
vi. Safety Equipment	Airbags, ABS brake system
vii. Seating Capacity	7 Passengers
viii. Transmission	Automatic transmission / trip-tronic
ix. Climate control	Air conditioning in three rows
x. Audio	Audio system with access to Bluetooth, USB and/or auxiliary input
xi. Package	Power windows, Central locking system
Desirable Requirements	
xii. Color	Dark color is preferred
xiii. Navigation System	Integrated navigations system (GPS - google maps) preferred

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4. Other Specifications

4.1 Guarantee

The proponent must include in their offer the details of the warranty coverage offered on the proposed vehicle.

4.2 Benefits

Proponents are encouraged to include any other information about the proposed vehicle that, while not stipulated as a requirement, may be considered by JES as a benefit in the evaluation of the proposal. Benefits include additional services or vehicle specifications that are beyond the required specifications listed in Section 3, that are included in the total price proposal of the proponent. Benefits listed with additional fees or charges will not be considered. Only those benefits included in writing in the proponent proposals will be considered by JES.

4.3 Payment via Wire Transfer

The proponent must be able to accept an international transfer of funds in United States Dollars (USD). All proponents should include in their proposals an International Wire Transfer Form, found in Appendix A, indicating their bank information and the total amount of the transfer in USD that should be transferred for the purchase of the vehicle in the case that the proponent's proposal is accepted by JES as the winning proposal.

5. Evaluation

An evaluation committee will be formed by JES and will include employees in Guatemala as well as at least one Director from the Canadian office. All personnel will be bound by the same standards of confidentiality.

All proposals will be opened and evaluated in a meeting by JES' evaluation committee. At this, meeting each proposal received before the deadline will be considered on a Value-for-Money principle, taking into account all vehicle specifications, warranty and benefits information relative to the total cost of the vehicle quoted by Proponents.

JES may request and receive clarification from any Proponent when evaluating a proposal. Some members of the evaluation committee may visit some or all of the Proponents in order to clarify their proposals and inspect proposed vehicle options. In such event, the evaluation committee may consider information obtained during visits in evaluating proposals.

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6. Proposals

6.1 Mandatory Information

Proponent responses must clearly demonstrate that they meet the following mandatory criteria or they will be excluded from further consideration during the evaluation process:

- a) The Proponents proposal must be received at the closing location in a sealed envelope before the specified closing time (4:00pm, October 11, 2018);
- b) The Proponents proposal must be in Spanish and MUST NOT be sent by mail, facsimile or email;
- c) Proponents must submit one (1) hard copy in a sealed envelope to the following address:
Justice Education Society, 13 Calle 3-40 Zona 10 Edificio Atlantis, Oficina 706
Ciudad de Guatemala, Guatemala
- d) Proponents must submit one (1) Request for Proposals cover page, with the Proponent Section in its original form, unaltered, fully completed and signed;
- e) Legal Name and address of the proponent; and
- f) A copy of a valid corporate registration certificate (RTU- Registro Tributaria Unificado).

6.2 Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and to ensure that each proposal receives full consideration. All pages should be consecutively numbered, and as follows:

- a) One (1) unaltered and completed Request for Proposals cover page (Page 1) including Proponent Section completed in original form as per instructions;
- b) A short (one or two page) summary of the key features of the vehicle;
- c) The body of the proposal, including specifications of the vehicle, warranty information, benefits offered, vehicle availability and delivery location;
- d) A detailed quote of vehicle price including any additional taxes, freight charges or other fees considered in the total price of the vehicle; and
- e) International Wire Transfer Form (Appendix A) completed.

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**APPENDIX A: WIRE TRANSFER INFORMATION
INFORMACION PARA TRANSFERENCIA BANCARIA**

Beneficiary Information / Información del Beneficiario	Amount in USD / Cantidad a pagar en dólares US	
	Beneficiary Name / Nombre del Beneficiario	
	Beneficiary Address / Dirección del beneficiario	
	Beneficiary Bank / Nombre del banco beneficiario	
	Beneficiary Bank Address / Dirección del banco beneficiario	
	SWIFT	
	IBAN (International Bank Account Number) / IBAN	
	USD Account Number / Número de cuenta	
Intermediary Bank / Banco intermediario	Intermediary Bank / Banco intermediario	
	Intermediary Bank Address / Dirección del banco intermediario	
	ABA	
	SWIFT	
	Account Name / Nombre de Cuenta	
	Account Number / Número de cuenta	
	SWIFT	
Datos Completos de la Persona que esta enviando la información para la Transferencia (Importante)	Beneficiary Telephone number / Número de Teléfono del Beneficiario Final	
	Name of the person who fill this form (Important)	
	Position / Cargo:	
	Signature/Date/Stamp: Firma/Fecha/Sello:	

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Appendix B - Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Quotations, the following definitions apply:

- a) "Contract" means the written agreement resulting from this Request for Quotations executed by the JES and the Contractor;
- b) "Contractor" means the successful proponent to this Request for Quotations who enters into a written Contract with the JES;
- c) "JES" means the Justice Education Society of British Columbia;
- d) "must" or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- e) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- f) "Request for Quotations" or "RFQ" means the process described in this document; and
- g) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2. Terms and Conditions

The following terms and conditions will apply to this RFQ. Submission of a proposal in response to this RFQ indicates acceptance of all terms that follow and that are included in any addenda issued by the JES. Provisions in proposals that contradict any of the terms of this RFQ will be as if not written and do not exist.

3. Additional Information Regarding the RFQ

Potential Proponents should advise JES of their intention to participate in this RFQ by e-mailing procurement@justiceeducation.ca. Any changes to the terms or conditions of this RFQ or additional information will be sent to all potential Proponents registered for this RFQ with the aforementioned e-mail address.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Late proposals will not be accepted. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail.

5. Eligibility

Proposals may not be evaluated if the current or past activities or interests of the Proponent, or any sub-contractors proposed by the Proponent, may, in JES' opinion, give rise to an unresolved conflict of interest in connection with the project described in this RFQ. This includes but is not limited to, involvement by a Proponent or any proposed sub-contractors in the preparation of this RFQ or the potential financial benefit for any employee of JES. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the JES Contact Person identified in this RFQ.

6. Evaluation

Evaluation of proposals will be by a committee formed by the JES and may include employees and contractors of JES. All personnel will be bound by the same standards of confidentiality. JES intent is to enter into a Contract with the Proponent who has the highest overall ranking based upon value for money.

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, JES may at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFQ process and not enter into a Contract with any of the Proponents.

8. Results

At the conclusion of the RFQ process, all Proponents will be notified by JES of the results.

9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the JES for purposes of clarification.

11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with JES, if any. If JES elects to reject all proposals, JES will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

12. Proposal Validity

Proposals will be considered valid for at least 14 days after the closing date.

13. Firm Pricing

Prices will be firm for the entire Contract period unless this RFQ specifically states otherwise.

14. Currency and Taxes

Prices quoted are to be in United States Dollars, inclusive of duties or value added taxes where applicable; FOB destination with delivery charges included where applicable.

15. Completeness of Proposal

By submitting a proposal, the Proponent warrants that if this RFQ is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

16. Sub-Contracting

The use of a sub-contractor must be clearly defined in the proposal. This includes a joint submission by two Proponents having no formal corporate links. In such a case, one of the Proponents must be prepared to take overall responsibility for successful performance of the Contract and this must be clearly defined in the proposal.

Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional sub-contractors will be added nor other changes made, to this list in the Contract without the written consent of the JES.

17. Acceptance of Proposals

This RFQ should not be construed as an agreement to purchase goods or services. JES is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal, or with any Proponent. Proposals will be assessed in light of the evaluation criteria. JES will be under no obligation to receive further information, whether written or oral, from any Proponent.

18. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services. No Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

19. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the JES on the terms detailed in the Proponent's proposal or agreed upon between parties through subsequent negotiations.

20. Contract Negotiation and Award

Following the evaluation and recommendation of the Evaluation Committee, JES may select one or more Proponents to enter into negotiations for a Contract. If negotiations with any Proponent are not successful within such time period as JES may require, then JES may at any time after the expiry of such time period discontinue further negotiation with that Proponent by written notice to the Proponent, and JES may at any time thereafter commence negotiations with another Proponent to finalize a Contract. The foregoing process may be undertaken and/or repeated until either a Contract is awarded by JES or until negotiations have been terminated by JES.

21. Liability for Errors

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

22. Modification of Terms

JES reserves the right to modify the terms of this RFQ at any time in its sole discretion. This includes the right to cancel this RFQ at any time prior to entering into a Contract with the successful Proponent.

23. Ownership of Proposals

Proposals submitted to JES become the property of the JES. They will be received and held in confidence by JES.

24. Use of RFQ

Any portion of this document or any information supplied by JES in relation to this RFQ may not be used or disclosed for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submitting a proposal, the Proponent agrees to hold in confidence all information supplied by JES in relation to this RFQ.

25. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of JES, including the evaluation committee and any officials of JES, or with members of the public or the media, about the project described in this RFQ or otherwise in respect of the RFQ, other than as expressly directed or permitted by JES.

26. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any sub-contractors. If this RFQ requires Proponents to provide the JES with personal information of employees who have been included as resources in response to this RFQ, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the JES.