



**REQUEST FOR PROPOSAL PS09056
LIGHT DUTY PASSENGER AND WORK DUTY VEHICLES STANDARDIZATION**

Proposals will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday October 13, 2009 and registered at 11:00:00 A.M. Wednesday October 14, 2009.

NOTES:

1. Proposals are to be in sealed envelopes or packages marked with the Manufacturer's Name, the RFP Title and Number.
2. The Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open on Business Days 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sundays and holidays.
4. DO NOT SUBMIT BY FAX.

All queries related to this RFP are to be submitted
in writing to the attention of:

**Alison Hall,
Contracting Specialist**

Fax: 604.873.7057 E-mail: purchasing@vancouver.ca

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PART A - INTRODUCTION

1.0 Overview

1.1 The City of Vancouver (the "City") invites interested and qualified Manufacturers to provide Proposals for a business opportunity to supply and deliver light duty passenger and work duty vehicles. There are two (2) components to this business opportunity:

1.2 Manufacturer Component

This Component should include the supply of a full line-up of vehicles and in support of the vehicle models offered, should provide warranty terms and manuals for all vehicles offered, full disclosure of detailed vehicle information, notice of new models and technology changes, notice of discontinued models, training for City staff, parts lists, maintenance schedules, order guides and pricing mechanisms.

Training for City staff and any announcements regarding the notice of new models, technology changes, or discontinued models may be carried out by the Dealer on behalf of the Manufacturer; however this must be clearly stated.

The City's preference is to enter into a Contract with a single Manufacturer who is capable of meeting the requirements of this RFP.

1.3 Dealer Component

The Dealer Component should include the product support of the vehicles offered by the associated Manufacturer, which includes the ordering and delivery of vehicles from the Manufacturer, providing assistance in ordering vehicles, tracking the status of the order, pre-delivery inspection, delivering vehicles to the City with all necessary documentation and possibly a full tank of fuel, administering any warranty claims on behalf of the City and co-coordinating recalls as required.

1.4 Manufacturers should submit Proposals with respect to the Manufacturer Component only. Authorized Dealers associated with the Manufacturer will be considered Sub-Contractors the successful Contractor.

1.5 Vehicle types consist of, but are not limited to, the following:

- a) Light Duty Passenger Vehicles:
 - (i) Auto sub-compact
 - (ii) Auto compact
 - (iii) Auto mid-size
 - (iv) Mini-vans
 - (v) Compact sport utility vehicle
 - (vi) Environmental

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- b) Work Duty Vehicles:
 - (i) Light panel van
 - (ii) Heavy panel van
 - (iii) Cutaway van
 - (iv) Compact pickup
 - (v) Light pickup
 - (vi) Heavy pickup
 - (vii) Chassis cab

2.0 Background

2.1 The City of Vancouver

2.2 The City of Vancouver, with a population of approximately five hundred and sixty thousand (560,000) lies in a region of more than two (2) million people. Vancouver is the largest city in the province of British Columbia and the third largest in Canada. As the main western terminus of Canada's transcontinental highway and rail routes, as well as home to the Port of Vancouver, Vancouver is the primary city of western Canada and one of the nation's largest industrial centres.

2.3 Vancouver is consistently rated as one of the most liveable cities in the world and is host city of the 2010 Olympic and Paralympic Winter Games.

2.4 With the adoption of the Corporate Climate Change Action Plan in 2004 Vancouver is leading municipalities across Western Canada toward achieving the goals of the Kyoto Protocol. The City of Vancouver has set an ambitious goal of reducing corporate greenhouse gas emissions ("GHGs") by twenty per cent (20%) below 1990 levels by 2010. The City is working internally as well as partnering with our suppliers to assist us in achieving greenhouse gas emission reduction measures that will help the City meet its goals.

2.5 This RFP process is an opportunity for Manufacturers and their dealers to highlight how their companies are moving towards meeting and exceeding these goals and to inform the City about the corporate environmental and social responsibility initiatives you are involved with. The City is asking for new and higher standards of practice from Manufacturers and dealers for the following reasons:

- (a) Transportation is one of the largest sources of air pollution in Canada. The combustion of fossil fuels to power vehicles and engines including cars and trucks has adverse impacts on the environment and health of Canadians.

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- (b) As described in the definition of a Sustainable Vancouver and the Principles of Sustainability and Environmental Policy (as outlined below), the City is committed to protecting the environment and working with businesses in the community to improve environmental conditions.
- (i) **Sustainable Vancouver:**
- "A sustainable Vancouver is a community that meets the needs of the present without compromising the ability of future generations to meet their own needs. It is a place where people live, work and prosper in a vibrant community of communities. In such a community, sustainability is achieved through community participation and the reconciliation of short and long term economic, social and ecological well-being."
- (ii) **Sustainability Principles:**
- "Sustainability is a direction rather than a destination. A sustainable city is one that protects and enhances the immediate and long-term well being of a city and its citizens, while providing the highest quality of life possible. Sustainability requires integrated decision-making that takes into account economic, ecological and social impacts as a whole.
- A Sustainable Vancouver embraces all of the following principles:
- (A) Today's decisions must not compromise the choices of our children and future generations.
 - (B) We are all accountable for our individual and collective actions.
 - (C) Resources must be used fairly and efficiently without compromising the sustainability of one community for another.
 - (D) Using renewable resources is encouraged and supported, while the use of non-renewable resources should be minimized.
 - (E) Renewable resource consumption should not exceed the rate of regeneration.
 - (F) Strong collaboration and open communication between the public, the business sector and all levels of government are important.
 - (G) We value cultural, economic and environmental diversity.
 - (H) A community should provide a safe, healthy and viable setting for human interaction, education, employment, recreation and cultural development.

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- (I) A sustainable Vancouver contributes to and provides leadership towards, regional, provincial, national and global sustainability.
- (J) The Vancouver economy should move forward from its dependence on non-renewable carbon based fuels, particularly for transportation, which are likely to fluctuate dramatically in price and supply.

2.6 For the purpose of this RFP, specific focus should be given to reducing emissions from vehicles, engines and fuels that impact air quality, acid rain, smog and climate change. The City is making improvements within its own fleet and is interested in doing business with enterprises that share a similar commitment to improving financial and environmental performance.

2.7 The City is seeking to integrate light duty passenger vehicles and work duty vehicles into its current fleet while mitigating any operational, administrative and economic impacts.

3.0 Scope

3.1 The City of Vancouver’s Equipment Services Branch (“Equipment Services”) provides equipment and shop services to support all departments in the City. Equipment Services is responsible for designing, procuring, managing, repairing and maintaining the City’s municipal fleet, which consists of approximately four thousand (4,000) units that include approximately twelve hundred (1,200) light duty passenger and work vehicles. The vehicles and equipment are serviced out of four (4) repair facilities which also supply metal fabricating, machining, blacksmithing and body shop services for a wide array of products.

- (a) The following table is an annual estimation of vehicle requirements but is not limited to quantities specified herein:

Table 1 – City of Vancouver Projected Vehicle Purchases

Description	Estimated Annual Replacement								
	2009	2010	2011	2012	2013	2014	2015	2016	Total

CARS									
Auto Sub-Compact	4	0	18	4	8	2	4	12	52
Auto Compact	0	0	17	7	8	10	3	3	48
Auto Mid-Size	3	24	35	29	0	26	31	5	153
Environmental	0	0	1	3	13	0	0	0	17

VANS									
Mini-van	2	0	1	5	3	2	6	3	22
Light Panel Van	9	6	9	26	19	0	4	5	78
Heavy Panel Van	6	20	11	15	10	1	6	2	71
Cutaway van	5	12	8	16	5	2	3	0	51

TRUCKS									
Compact SUV	3	0	9	0	3	1	0	0	16
Compact Pickup	10	6	2	2	6	8	4	1	39

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Light Pickup	2	10	2	20	10	1	5	0	50
Heavy Pickup	2	2	2	9	14	1	4	1	35
Chassis Cab	20	31	26	11	1	0	0	0	89
<i>Total</i>	66	111	141	147	100	54	70	32	721

4.0 Objectives of the RFP

4.1 The objective of this RFP is to select a qualified Manufacturer for the supply and delivery of light duty passenger and work duty vehicles that meet the criteria set out herein. Additional objectives include, but are not limited to:

- (a) Standardize vehicle make and model;
- (b) Secure a Contract for the supply of vehicles for a four (4) year period, with the possibility of two (2) two (2)-year extensions to a maximum Contract term of eight (8) years;
- (c) Secure a long term vehicle supply while ensuring price protection and adequate supply of vehicles in the required classes;
- (d) Have access to a range of vehicle models available to meet all the vehicle needs of the City;
- (e) Select from vehicles that have the least environmental impact;
- (f) Reduce the cost of ownership through standardizing procurement;
- (g) Evaluate overall lifecycle cost of ownership, including capital cost, parts cost and resale values;
- (h) Have the ability to perform in-house warranty; and
- (i) Define staff training requirements for new, emerging and changing technologies.

5.0 Requirements

5.1 In support of the objectives set out above, the City has identified specific requirements and scope of work within Schedule A1 and Schedule A2 of this RFP (the "Requirements"), to which the Manufacturer should offer its detailed solution(s). The Requirements stated in this RFP are as envisioned by the City at the time of writing, but may change or be refined in the course of the evaluation and award process. Manufacturers should offer their solutions to the Requirements in the manner and format described in Part B- *Instructions to Manufacturers*, utilizing Part D - Proposal Form and the Schedules attached thereto.

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NOTE: The definitions set out in Attachment A - Legal Terms and Conditions of the Proposal Form (Part D) apply throughout this RFP, including this Part B of this RFP, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Administrative Requirements

- 1.1 It is the sole responsibility of the Manufacturer to check the City's website at <http://www.vancouver.ca/bid/bidopp/openbid.htm> regularly for amendments, addenda and questions and answers related to this RFP.
- 1.2 The Manufacturer is to submit their Proposal in accordance with instructions identified on the cover page and as provided within this Part B.

2.0 Conduct of RFP - Inquiries and Clarifications

- 2.1 The City's Manager of Supply Management will have conduct of this RFP and all communications are to be directed only to the contact person named on the cover page.
- 2.2 It is the responsibility of the Manufacturer to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, faxed to 604-873-7057 or e-mailed to purchasing@vancouver.ca to the attention of the contact person shown on the cover page before the deadline date.

3.0 Contract Requirements

- 3.1 The Contract term for the supply and delivery of light duty passenger and work duty vehicles will be four (4) years, with the option of two (2) two (2)-year extensions to a maximum Contract term of eight (8) years.
- 3.2 Where the head office of the successful Manufacturer(s) or Dealer(s) is located within the City of Vancouver and/or where the successful Manufacturer(s) or Dealer(s) is required to perform any Work at a site located within the City of Vancouver, the successful Manufacturer(s) and Dealer(s) are required to have a valid City of Vancouver business license prior to Contract execution.
- 3.3 The successful Manufacturer will be requested to enter into the Contract substantially in the form set out in Appendix 1 - *Form of Agreement*. The City reserves the right to make changes to the Form of Agreement that it determines are necessary in its sole and absolute discretion. Manufacturers should carefully review Appendix 1 - *Form of Agreement* and ensure that they can comply with all of its terms including the insurance and Worksafe BC provisions as per Schedule A1 - Manufacturer Requirements. Where the Manufacturer is proposing modifications to the Form of Agreement, the Manufacturer should attach a copy of the proposed Contract language and indicate in the Proposal Form which clauses in the attached Form of Agreement and which clauses in the Manufacturer's form of Contract apply to the Manufacturer's Proposal.

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4.0 Pricing

- 4.1 The Manufacturer's pricing will be assumed to be fixed for at least the remainder of the model year. Pricing for all subsequent model years should follow the pricing schedule as set out in the Proposal.
- 4.2 Prices quoted are to be exclusive of GST, PST and any other environmental levies.
- 4.3 Prices are to be quoted F.O.B. Manitoba Yard 250 W 70th Avenue, Vancouver, BC V5X 2X1 with freight, pre-delivery inspection (PDI), unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.
- 4.4 Pricing must be quoted in Canadian Funds.

5.0 Consortium Proposals

- 5.1 The City will consider a Proposal from two (2) or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a Proposal in response to this RFP, provided they disclose the names of all members of the joint venture or consortium and all members sign the Proposal Form.
- 5.2 A single person or company is to be identified as the "Key Contact Person" on the Proposal Form (Part D) and is to be prepared to represent the consortium to the City. The Key Contact Person will serve as the primary contact and take overall responsibility for all communications with the City during the Proposal submission, evaluation and any negotiation process.
- 5.3 Consortium Proposals should include proposed Contract language describing each consortium members' roles and responsibilities and the proposed legal Contract structure.
- 5.4 The City reserves the right to accept the consortium as proposed or choose to Contract with individual consortium members separately. Each component of the consortium Proposal should be priced out individually.

6.0 Submission of Proposal

- 6.1 Manufacturers are to submit two (2) hard copies of their Proposal in three ring binders with each section tabbed and including all accompanying schedules and one (1) soft copy on CD format, appendices or addenda in a sealed envelope or package marked with the Manufacturer's name, the RFP title and number, prior to the Closing Time set out on the date and to the location shown on the cover page of this RFP.
- 6.2 Only the English language may be used in responding to this RFP.
- 6.3 Proposals received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may or may not be returned. The City may or may not elect to extend the Closing Time.
- 6.4 Amendments to a Proposal are to be submitted in writing in a sealed envelope or package, marked with the Manufacturer's name and the RFP title and number to the location shown on the cover page prior to the Closing Time.

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- 6.5 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the attention of the contact person shown on the cover page at the office of the Purchasing Department, #320 - 555 West 12th Avenue, East Tower and signed by the authorized signatory for the Manufacturer.
- 6.6 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Manufacturer after the Closing Time, will be borne solely by the Manufacturer.

7.0 Format of Proposal

- 7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
- 7.2 Manufacturers are to complete all forms included in this RFP attaching any additional appendices that may be required. Proposals are to be arranged as follows:

Title Page: The title page will show the RFP title and number, Closing Time and Date, Manufacturer name, address, telephone number and the name and title of the Manufacturers contact person.

Table of Contents: Page numbers are to be indicated.

Executive Summary: A short summary of the key features of the Proposal demonstrating the Manufacturers understanding of the scope of the Requirements.

Proposal Form: The Manufacturer is to complete the Proposal Form and attached Attachment A - *Legal Terms and Conditions* included in this RFP in accordance with the instructions.

Schedules: The Manufacturer is to complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the requirements as outlined, then additional pages can be attached.

Alternate Solutions: Manufacturers may submit alternative solutions and are to identify same as additional appendices within their Proposal.

8.0 Bid and Performance Security

- 8.1 Since no irrevocable offer is required under this RFP, no bid security is required.

9.0 Conflict of Interest/Solicitation

- 9.1 Manufacturers are to ensure that any and all conflicts or potential conflicts and any and all collusion, or appearance of collusion is fully and properly disclosed in Section 6.0 of Attachment A - *Legal Terms and Conditions* of the Proposal Form.
- 9.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity's Proposal and/or the immediate cancellation of any Contract should one be concluded in reliance on the information contained in the submitted Proposal.

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- 9.3 If any director, officer, employee, agent or other representative of a Manufacturer makes any representation or solicitation offering a personal benefit of any kind, directly or indirectly, to any officer, employee, agent or elected official of the City with respect to the Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Manufacturer.

10.0 Opening of Proposals

- 10.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City.

11.0 Evaluation of Proposals

- 11.1 Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, price and any other relevant criteria set out herein including, but not limited to:

General criteria:

- (a) the Manufacturer's ability to meet the Requirements and respond in the required format;
- (b) the Manufacturer's ability to deliver the Requirements when and where required;
- (c) The Manufacturer's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former fleet customers;
- (d) on-going support services;
- (e) training offered and cost of training;
- (f) compliance with the City's insurance requirements;
- (g) quality of submission; and
- (h) any other criteria set out in the RFP or otherwise reasonably considered relevant.

Manufacturer Component specific criteria:

- (i) financial offering and viability including but not limited to prices, freight fees, operating and maintenance costs, warranty terms and value, resale value and any life cycle considerations;
- (j) equipment quality, configuration and ergonomics;
- (k) ability to offer options for an environmentally responsible selection of vehicles, including a model line-up with diesel engines;
- (l) range of fleet selection available;

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- (m) price control mechanism from model year to model year;
- (n) access to diagnostic software and on-line support;
- (o) vehicle standardization;
- (p) in-house warranty;
- (q) access to ordering guides, updated annually;
- (r) fuel economy of offered vehicle(s);
- (s) fuel economy improvement features such as dash mounted eco-meters;

Dealer Contract specific criteria:

- (t) fees to administer the ordering and delivery of vehicles;
 - (u) ability to administer the Manufacturer's warranty terms efficiently and to process reimbursements from the Manufacturer to the City for in-house warranty repairs in a timely manner;
 - (v) if applicable, the Dealer's surcharge (if any) for minor warranty repairs performed by the City in-house warranty program;
 - (w) ability to administer the ordering and delivery of light duty passenger and work duty vehicles to the City, including a simple ordering process meeting the City's requirements, order tracking, referencing City unit number and purchase order numbers on all vehicle documentation, prompt delivery of vehicles with all required documentation and a simple payment process;
 - (x) ability to provide customer service to the City for technical information and ordering assistance;
 - (y) the value-added services the Manufacturer is prepared to supply and the attractiveness of these services to the City; and
 - (z) any additional price incentives, e.g. prompt payment discounts, reduced Dealer mark-ups, enhanced warranty reimbursement, promotional discounts, etc.
- 11.2 The City may elect to short list Manufacturers in stages as deemed necessary. Short-listed Manufacturers may be asked to provide additional information or details for clarification, which may include the Manufacturer (and any or all Dealers of the Manufacturer) attending interviews, making presentations, supplying samples, performing demonstrations and/or furnishing additional information and/or technical data.
- 11.3 Samples of items, when required, should be submitted within the time specified and must be supplied at no expense to the City

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- 11.4 Prior to approval of a Proposal, the City must be satisfied as to the manufacturer's financial stability. The Manufacturer(s) may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Manufacturer's last two (2) fiscal years.
- 11.5 The City may request that any or all Dealers of the Manufacturer undergo the same evaluation process.
- 11.6 Preference may be given to Proposals offering environmentally beneficial services or business practices.

12.0 Proposal Approval

- 12.1 Proposal approval is contingent on funds being approved and the Proposal being approved by City Council. Only then may the successful Manufacturer(s) and City proceed to settle, draft and sign the Contract.
- 12.2 The City will notify the successful Manufacturer(s) in writing that its Proposal has been approved in principle and invite the Manufacturer(s) to proceed with discussions to settle and sign the Contract.
- 12.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.

13.0 Quantities

- 13.1 The stated quantities are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

14.0 Brand Names

- 14.1 Unless otherwise stated, if and wherever the Specifications state a brand name, make, name of Manufacturer, trade name, or catalogue number, it is for the purpose of establishing a grade or quality of goods, material, equipment and/or services only. It is not intend to rule out competition from equal brands or makes. If, however, a product other than that specified is offered, it is the Manufacturer's responsibility to name such a product in its Proposal. Evidence of equality in the form of samples may be requested.

15.0 Alternates and/or Variations to Product Specifications

- 15.1 Except where stated otherwise herein, the Requirements describe what is considered necessary to meet the performance requirements of the City and Manufacturers should bid in accordance with such Requirements, or if the Manufacturer cannot meet the Requirements, the Manufacturer may offer an alternative which they believe to be the equivalent.

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- 15.2 Manufacturers should clearly indicate any variances from the Requirements or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.
- 15.3 If in addition to proposing goods and/or services which meet the Requirements, the Manufacturer wishes to offer an alternative, the alternative solution is to be submitted separately as an appendix within the Proposal and clearly marked as an alternative.
- 15.4 The City will, during its evaluation process determine what constitutes allowable or acceptable variations or alternatives.

16.0 Environmental Responsibility

- 16.1 The City is committed to preserving the environment. Manufacturers are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Contractor supplies materials and where such materials may cause adverse effects, the Manufacturer is to indicate the nature of the hazard in its Proposal.
- 16.2 The Manufacturer is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.
- 16.3 The City is utilizing diesel powered vehicles whenever possible due to lifecycle greenhouse gas benefits. The City currently uses B5 biodiesel in most of the diesel fleet and would prefer to use B20 biodiesel.

17.0 Freedom of Information and Protection of Privacy Act

- 17.1 Manufacturers should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's Contractors to protect all personal information acquired from the City in the course of providing any service to the City.

18.0 Confidentiality

- 18.1 Manufacturers should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any City information without the City's prior written consent.
- 18.2 This RFP is the property of the City. Except for the purpose of submitting a Proposal, copies may not be made or distributed without the prior written approval of the City's Manager of Supply Management.

19.0 Advertising

- 19.1 The approval of any Proposal and the signing of a Contract does not allow a Manufacturer or dealer to advertise or promote its relationship with the City in any way without the consent of the City's Manager of Supply Management.

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20.0 Legal Terms and Conditions

20.1 No part of Part A - Introduction, this Part B - Instructions to Manufacturers, will be legally binding on the City or Manufacturer. All legal terms and conditions of the process contemplated by this RFP are contained in the Proposal Form (Part C), including without limitation, Attachment A - *Legal Terms and Conditions*.

21.0 Council Approval

21.1 Manufacturers should note that City Council must approve Contracts where the value exceeds \$300,000.

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Manufacturer's Name: _____
"Manufacturer"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

To the City of Vancouver Supply Management Department,

The Manufacturer, having carefully examined and read the RFP, including Appendix 1 - Form of Agreement, now submits the following Proposal:

1.0 Required Documents

If the documents listed below do not accompany the Proposal at the time of opening, the Proposal may or may not be put aside and given no further consideration.

Description	Required	Received
Certificate of Existing Insurance (as per Schedule A1 -Manufacturer Requirements, Section 2.0)	Yes	

To be Initialled at Proposal Opening:

Manager, Supply Management or designate

Witness

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ATTACHMENT A - LEGAL TERMS AND CONDITIONS

1.0 LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

1.1 Application of These Terms and Conditions

These legal terms and conditions set out the City's and Manufacturer's/Dealers' legal rights and obligations only with respect to this RFP and Proposal process. In no event will the legal terms and conditions of this Attachment A apply to the Contract formed between the City and the Manufacturer and the signing of the legal Form of Agreement (if any).

1.2 Definitions

In this Attachment A, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*.
- (b) "Contract" means any legal agreement between the City and Manufacturer separate from this Attachment A, including the Form of Agreement - Appendix 1.
- (c) "Dealers" includes any or all third parties listed in Schedule C of this Proposal Form.
- (d) "Losses" means in respect of any matter all:
 - (i) direct or indirect, as well as
 - (ii) consequential, claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (e) "Manufacturer" means the legal entity(ies) who has (have) signed and delivered this Proposal Form and "Manufacturer" means any Manufacturer responding to the Instructions to Manufacturers, excluding or including the Manufacturer, depending on the context.
- (f) "Proposal" means the package of documents, consisting of this Proposal Form as well as all Schedules, once completed and submitted to the City by the Manufacturer and "Proposal" means any Proposal submitted by any other Manufacturer, excluding or including the Manufacturer, depending on the context.
- (g) "RFP" means the documents issued by the City as Request for Proposal No. PS09056 including all addenda.

All other terms (capitalized or not) have the meanings given to them in the Form of Agreement attached as Appendix 1 to this RFP.

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2.0 GENERAL TERMS AND CONDITIONS OF RFP/PROPOSAL PROCESS

2.1 No Legal Obligation Assumed by City

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Manufacturer's Submission Confidential* and Section 5.5 - *Declaration of Confidentiality*, the City assumes no legal duty or obligation in respect of this RFP or this Proposal process unless and until the City enters into a Contract). This RFP process is at all times contingent on funds being approved by the Vancouver City Council and a Contract being signed by the City.

2.2 Legal Rights and Obligations Suspended

Despite any other term of this Proposal Form (except only (where applicable) Section 5.2 - *Manufacturer's Submission Confidential* and Section 5.5 - *Declaration of Confidentiality*, the City and Manufacturer agree that all of their respective rights and obligations at law and in equity, in Contract and in tort, in all matters relating to the RFP and this Proposal process will be absolutely and unconditionally subject to Section 4.0 - *Protection of City Against Lawsuits* and the following:

(a) No Duty

The City has no legally enforceable duty or obligation to the Manufacturer unless and until the City signs a Contract.

(b) Manufacturer's Risk

The Manufacturer acknowledges that the City is a public body required by law to act in the public interest. Accordingly, in no event does the City owe to the Manufacturer (as opposed to the public):

- (i) a Contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP or Proposal process; or
- (ii) any Contract or tort law duty to preserve the integrity of the RFP or Proposal process,

and the Manufacturer now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in the RFP and Proposal process on this basis.

(c) Manufacturer's Cost

The Manufacturer now assumes and agrees to bear all costs and expenses incurred by the Manufacturer in preparing its Proposal and participating in the RFP and Proposal process.

3.0 EVALUATION OF PROPOSALS

3.1 Compliance/Non-Compliance

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Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP or, which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion.

3.2 Reservation of Complete Control Over Process

The City reserves the right to retain complete control over the RFP and Proposal process at all times except only as otherwise expressly stipulated in any Contract. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Manufacturers subject only to the express legal terms and conditions which bind the City, which terms and conditions are expressly limited to those set out in Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Manufacturer's Submission Confidential*, Section 5.5 - *Declaration of Confidentiality*.

3.3 Discussions/Negotiations

The City may, at any time prior to or after signing a Contract, discuss/negotiate changes to the scope of the RFP, or any of the terms or conditions of the RFP with any one or more of the Manufacturers without having any duty or obligation to advise the Manufacturer or to allow the Manufacturer to vary its Proposal as a result of discussions or negotiations with other Manufacturers or changes to the RFP and, without limiting the general scope of Section 4.0 - *Protection of City Against Lawsuits* and by way of example only, the City will have no liability to the Manufacturer as a result of such discussions, negotiations or changes.

4.0 PROTECTION OF CITY AGAINST LAWSUITS

4.1 Release

Except only and to the extent that the City is in breach of a Contract, Section 5.2 - *Manufacturer's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*, the Manufacturer now releases the City from all liability for any Losses in respect of:

- (a) any alleged (or judicially imposed) breach by the City of the RFP (it being acknowledged and agreed that to the best of the parties' knowledge, the City has no obligation or duty under the RFP or Proposal process which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City occurring in the course of conducting this RFP and Proposal process;
- (c) the Manufacturer preparing and submitting its Proposal;
- (d) the City accepting or rejecting its Proposal or any other submission;
- (e) the manner in which the City:

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- (i) reviews, considers, evaluates or negotiates any Proposal,
 - (ii) deals with or fails to deal with any Proposal or Proposals, or
 - (iii) decides to enter into a Contract or not enter into any Contract;
- (f) the Manufacturer(s), if any, with whom the City enters a Contract.

4.2 Indemnity

Except only and to the extent that the City breaches a Contract, Section - 5.2 - *Manufacturer's Submission Confidential* or Section 5.5 - *Declaration of Confidentiality*, the Manufacturer now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Manufacturer or any of its Dealers or agents alleging or pleading

- (a) any alleged (or judicially imposed) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP or Proposal process which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially)),
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting this RFP or Proposal process, or
- (c) liability on any other basis related to this RFP or the Proposal process.

4.3 Limitation

In the event that, with respect to anything relating to this RFP or Proposal process (except only and to the extent that the City breaches a Contract, Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Manufacturer's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*), the City or its officials, officers, agents or employees are found to have breached any duty or obligation of any kind to the Manufacturer or its Dealers or agents whether at law or in equity or in Contract or in tort, or are found liable to the Manufacturer or its Dealers or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

4.4 Dispute Resolution

Any dispute relating in any manner to this RFP or the Proposal process (except only and to the extent that the City breaches a Contract, Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Manufacturer's Submission Confidential*, or Section 5.5 - *Declaration of Confidentiality*), will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- (a) The arbitrator will be selected by the City's Manager - Materials Management.
- (b) This Section 4.0 - *Protection of the City from Lawsuits* will:
 - (i) bind the City, Manufacturer and the arbitrator; and
 - (ii) survive any and all awards made by the arbitrator.
- (c) The Manufacturer will bear all costs of the arbitration.

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5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

5.1 Proposal Documents Remain/Proposal Becomes - City's Property

- (a) All RFP packages and addenda provided to the Manufacturer by the City remain the property of the City and must be returned to the City upon request.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City and the City is under no obligation to return the Proposal.

5.2 Manufacturer's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the Proposal results or announcing the results of the Proposals to the Manufacturer, the City will treat all material and information expressly submitted by the Manufacturer (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

The Manufacturer now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Manufacturer.

5.3 All City Data/Information is Confidential

The Manufacturer will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Manufacturer at any time (whether before or after the closing date and time of this RFP process). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Manufacturer will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Manufacturer may gain knowledge in connection with or in the course of discussions or negotiations with the City.

All material and information that has or will come into the Manufacturer's possession or knowledge in connection with this Proposal process is confidential and may not be disclosed or utilized in any way except in accordance with the Instructions to Manufacturers and this Proposal Form.

5.4 Disclosure Requires Prior Consent

The Manufacturer may not divulge any information respecting the Proposal process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

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5.5 Declaration of Confidentiality

The Manufacturer now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to the Vancouver City Council or any public Proposal opening:

- (a) the information supplied by the Manufacturer in response to the RFP is expressly provided in strict confidence;
- (b) any records made of the evaluation of this Proposal and all other submissions will be the property of and private to, the City and will not be disclosed to the Manufacturer nor anyone else;
- (c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Manufacturer's trade secrets or proprietary commercial information concerning its private business affairs; and
- (d) the disclosure of the information in items (a) and (b) above, could reasonably be expected to harm the Manufacturer's competitive position, harm the Owner's ability to engage in competitive procurement of goods and services and result in undue financial loss to the Manufacturer and/or the City.

6.0 DECLARATION - NO CONFLICT OF INTEREST / NO COLLUSION

6.1 Declaration as to Conflict of Interest

The Manufacturer now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Manufacturer's or Dealer's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out below:

[The Manufacturer is conclusively deemed to have declared "none" unless the Manufacturer deletes this note and describes any or all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest].

Declaration as to Collusion

The Manufacturer now confirms and warrants that

- (a) the Manufacturer has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of this RFP; and

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- (b) the Manufacturer is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

[The Manufacturer is conclusively deemed to have declared "none" unless the Manufacturer deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion].

7.0 NO PROMOTION OF RELATIONSHIP

- 7.1 The Manufacturer and Dealer will not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Manufacturer or Dealer to perform the Manufacturer's or Dealer's obligations under the terms of this Attachment A). The Manufacturer and Dealer undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any other reference or means of promotion or publicity related to the 2010 Winter Olympic Games or the city, without the express prior written consent of the City. Furthermore, the Manufacturer and Dealer undertake not to disclose or promote its relationship with the City in any communication or manner whatsoever as a basis to create an association, express or implied, between the Manufacturer, Dealer and the IOC, the Olympics or the Olympic Movement.

8.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL CONTRACT

- 8.1 All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfilment following the conclusion of the Proposal process will survive such process and will remain legally enforceable by and against the Manufacturer and City.

As evidence of the Manufacturer's intent to be legally bound by this Attachment A, the Manufacturer has executed and delivered this Attachment A as an integral part of this Proposal Form in the manner and space set out above.

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 SCHEDULE A1 - MANUFACTURER REQUIREMENTS**

This Schedule identifies the minimum Manufacturer Requirements to which the City is seeking a solution or a response. Manufacturers are to address, but are not limited in their response to, the respective issue(s) set out in this Schedule A1. Background information and general instructions need not be included in the response, however all requests for information, questions, specific requirements, tables, etc. should be included and the same numbering sequence should be used.

1.0 Mandatory Requirements

Note: Manufacturers must meet the requirement. Failure to do so may or may not result in the Proposal being put aside and given no further consideration.

Requirement	Complies (Yes or No) Comments
Is a certified Manufacturer of vehicles that are legally permitted in Canada.	
Will provide warranty and product support.	
Must submit a Proposal that incorporates the Dealer as a Sub-Contractor. Multiple Dealers are permitted as options.	

2.0 Insurance Requirements

- 2.1 The Manufacturer is advised to refer to the Certificate of Insurance [Appendix 2]. This is the type of certificate that the City would require should the Manufacturer be selected as the successful Manufacturer.
- 2.2 Manufacturers are to submit with their Proposal a Certificate of Existing Insurance in the form set out in the attached Certificate of Existing Insurance [Appendix 3] as evidence of their existing insurance coverage. Appendix 3 may be amended where appropriate to add the types of insurance currently carried by the Manufacturer which are not explicitly referenced on the Certificate.
- 2.3 Without limiting any of its obligations or liabilities under the Contract, the Manufacturer and its Sub-Contractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.
- 2.4 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Manager of Supply Management and shall provide the City with sixty (60) days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, number, policyholder, and scope of work.
- 2.5 The Manufacturer and each of its Sub-Contractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.

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- 2.6 Neither the providing of insurance by the Manufacturer in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Manufacturer from any other provisions of the Contract Documents with respect to liability of the Manufacturer or otherwise.
- 2.7 The insurance coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.
- 2.8 Prior to commencement of this Contract, the Manufacturer shall provide the City with evidence of all required insurance in the form of the attached Certificate of Insurance. The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, during the term of this Contract, the Manufacturer shall covenant and agree to comply with all its insurance obligations described herein. Certified copies of all insurance policies shall be made available to the City's Manager of Supply Management at any time during the term of the Contract upon request.
- 2.9 The Manufacturer shall provide in its agreements with its Sub-Contractors clauses in the same form as those found herein. Upon request, the Manufacturer shall deposit with the City's Manager of Supply Management detailed certificates of insurance for the policies it has obtained from its Sub-Contractors and a copy of the insurance clauses so provided in the said agreements.
- 2.10 The Manufacturer shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

2.10.1 Commercial General Liability Insurance

Commercial General Liability insurance in sufficient amounts and description to protect the Manufacturer, its Sub-Contractors, the City and its respective officers, officials, employees, servants and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

The limit of commercial general liability insurance shall be not less than five million [\$5,000,000] dollars per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations. The deductible per occurrence shall not exceed two thousand five hundred dollars (\$2,500) per occurrence.

The policy of insurance shall:

- i) be on an occurrence form;
- ii) add the City and its officials, officers, employees and agents as additional insureds;

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- iii) contain a cross-liability or severability of interest clause;
- iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, Manufacturer's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

2.10.2 Third Party Auto Liability Insurance

The Manufacturer will maintain and cause its Sub-Contractors to maintain Third Party Auto Legal Liability Insurance in an amount not less than five million [\$5,000,000] dollars per occurrence and Physical Damage Insurance for all vehicles owned, leased or operated by the Manufacturer in connection with this Contract.

2.10.3 All Risk Property Insurance

The Manufacturer will maintain all risks insurance protecting the Manufacturer and the City against physical loss or damage to each Unit and all components thereof in an amount of not less than the full Contract price and which insurance will terminate only upon safe delivery to and acceptance by the City. The policy will name the City as additional insured and loss payee with respect to its interest and will contain a waiver of subrogation in favour of the City. The policy will contain a deductible of no more than five thousand (\$5,000) dollars for each and every claim.

3.0 Worksafe BC Compliance

- 3.1 Within 7 days of the Notice of Award, the Manufacturer must provide evidence that it is registered and in good standing with WorkSafeBC.
- 3.2 The Manufacturer agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, and others engaged in or upon any Work under this Contract.
- 3.3 The Manufacturer agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any money owing by the City to the Manufacturer. The City shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- 3.4 The City now designates the Manufacturer as the Prime Contractor, and the Manufacturer now acknowledges and agrees to its designation as the Prime Contractor, in respect of all Work under this Contract for the purposes of the WorkSafeBC Rules.
- 3.5 The Manufacturer will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
 - a) unpaid WorkSafeBC assessments of the Manufacturer or any other employer for whom the Manufacturer is responsible under this Contract,

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- b) the acts or omissions of any person engaged directly or indirectly by the Manufacturer in the performance of this Contract, or for whom the Manufacturer is liable pursuant to the Manufacturer's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC, or
- c) any breach of the Manufacturer's obligations under this General Condition.

3.0 General Requirements:

- 3.1 The supply and delivery of vehicles should be the vehicles described in Schedule A1 and as defined in the definitions set out in Appendix 1 - *Form of Agreement*.
- 3.2 All vehicles must abide by Transport Canada regulations and all British Columbia Motor Vehicle Legislation as defined in the definitions set out in Appendix 1 - *Form of Agreement*.
- 3.3 The City requires the ability to select and remove options.
- 3.4 Cost options (deletion credits) should be included in the order guides.
- 3.5 Announcements
 - (a) All announcements must be provided by either the Manufacturer or the Dealer.
 - (b) The successful Manufacturer should provide a minimum thirty (30) day notice of any announcement regarding build-outs, plant shut-downs and start-up schedule for all vehicles in this RFP in order for the City to plan placing any or additional orders with the chosen Dealer.
 - (c) The Manufacturer(s) are required to keep the City up to date with new products, new technologies and discontinued models.
- 3.6 Training
 - (a) Training must be provided by either the Manufacturer or the Dealer.
 - (b) Upon award of this Contract, the Manufacturer should provide technician training by factory trained personnel with at least one year of repair/service experience with make of vehicles. Training must be completed at a designated City facility. Training sessions are to include the following:

Automotive mechanic training sessions for approximately thirty-five(35) mechanics. No more than 5-7 mechanics per session. Each session must consist of a minimum of three (3) eight (8) hour sessions. Training sessions must cover information on prescribed maintenance, electrical diagnostics, diagnostic systems, diagnostic software and repairs to the drive train, engine, transmission, steering systems, brake maintenance and other common repairs. The content of each session must include in-depth information with hands-on training and simulation of various automotive problems. Sessions must be held

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Monday to Friday between the hours of 7AM and 3PM and again between the hours of 3PM and 11PM.

- (c) The City may choose to request additional training within two (2) to four (4) years. The cost of this training to be negotiated as required.

3.7 Order Tracking

- (a) The Manufacturer should provide an order tracking system (prefer web based) that allows the City to review status of order, expected build date and delivery date.
- (b) Upon award of this Contract, the successful Manufacturer should provide training and manuals as described in section 4.6 below.

4.0 Manufacturer Requirements:

4.1 Vehicle Availability and Standardization

- (a) The successful Manufacturer should offer a full line-up of light duty passenger and work duty vehicles that will allow the City of Vancouver to standardize its fleet of light duty passenger and work duty vehicles.
- (b) The successful Manufacturer should have the ability to offer an environmentally responsible selection of vehicles, including a model line-up with diesel engines.

4.2 Price control mechanism

- (a) The successful Manufacturer should provide a price control mechanism from model year to model year.

4.3 Discontinued Model, New Model and Feature(s):

- (a) At any time during the term of the Contract and without voiding the existing Contract, the City reserves the right to:
 - (i) replace discontinued models with equivalent models acceptable to the City;
 - (ii) replace existing models with new models;
 - (iii) purchase other brands if equivalent models, at the sole discretion of the City, are not available from the Contractor;
 - (iv) purchase other brands if new features become available which are advantageous to the City's requirement, but are not available from the Contractor.

4.4 Parts

- (a) The successful Manufacturer should provide parts lists for all makes and models supplied.

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4.5 Maintenance and Service

- (a) Upon award of this Contract, the successful Manufacturer should provide a recommended maintenance schedule for each model of vehicle supplied.

4.6 Manuals

- (a) A minimum of four (4) complete sets of parts manuals, four (4) complete sets of service/repair manuals and four (4) full sets of electrical schematics must be provided upon award of this Contract. Paper manuals or CD-ROM is acceptable; however secured access to Manufacturer's website is strongly preferred.
- (b) The City requires access to on-line technical service bulletins, in addition to on-line product information to assist the City in the custom build and modification of commercial vehicles.
- (c) Operating manuals must be supplied with each vehicle.
- (d) The Manufacturer must provide a list of special service tools/diagnostic equipment and diagnostic software to allow the City to complete all repairs in-house.
- (e) Full access to on-line websites and support for detailed vehicle information should be provided.
- (f) Manuals (except for Operation Manuals supplied with the vehicle) may be purchased upon award of the Contract or at a future date and may be purchased either on an individual model basis or a complete set covering all Light Duty Passenger and Work Duty Vehicles.

4.7 Warranty

- (a) The successful Manufacturer is to provide all pertinent warranty documents.
- (b) The successful Manufacturer will be responsible for registering the City's in-service date. The City will notify the Manufacturer within one week of the vehicle being put into service.
- (c) Standard warranty coverage should apply to the vehicles supplied under this Contract.

4.8 In-House Warranty

- (a) In order to minimize downtime, the Manufacturer must allow the City to perform in-house warranty work, for which the City will be reimbursed. The reimbursed cost should be previously agreed upon by the Manufacturer and the City. The Manufacturer should take all necessary steps to assist the City in becoming certified as an authorized facility for warranty repairs.

4.9 Order Guides

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- (a) Order guides, complete with full details on options and configurations, should be supplied to the City annually. Order guides should include pricing for each option.

5.0 Proposal Requirements:

Manufacturers should detail how they will meet the various requirements set out in this section with their Proposals.

(a) Company Profile

Provide a description of your company, including legal name, jurisdiction of incorporation, number of years in business and company owners.

(b) Experience

Describe the Manufacturer's relevant experience with similar Contracts for similar work during the last two (2) years. Specify client names where applicable.

(c) Dealer Business Relationship

Outline your relationships with the respective Dealer(s) that are included in your Proposal.

Explain how your solution will meet the requirements within the scope of this RFP.

(d) References

Provide a minimum of three written references from clients for similar goods and services as those required by this RFP. By submitting a Proposal, the Manufacturer consents to the City contacting these references and consents to the City also contacting any other organization for the purposes of evaluating the Manufacturer's company and Proposal.

Name and Address of Company Providing Reference	Contact Name & Telephone Number	Brief Description of Services Provided by Manufacturer

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(e) Announcements

All announcements must be provided by either the Manufacturer or the Dealer.

(This section is required to be filled out by the Manufacturer, irrespective of whether the Manufacturer or the Dealer will be providing the announcements)

- i) Describe who is to provide timely and current pricing and order guides between model year changes and how this will be accomplished.
- ii) Describe who will provide notice of build-outs, plant shut-downs and start-up schedule for all vehicles offered in this RFP.
- iii) Describe who will provide an order tracking system to track the delivery of all vehicles ordered for the City and if web-based tracking system will be offered. Describe how the City can track status of ordered vehicles.
- iv) Describe how you intend to keep the City up to date with new products, new technologies and discontinued models.
- v) Provide samples of the order guides that will be supplied to the City, to allow the City to order vehicles with selected options.

(f) Training

Training must be provided by either the Manufacturer or the Dealer.

(This section is required to be filled out by the Manufacturer, irrespective of whether the Manufacturer or the Dealer will be providing the training.)

Describe who will be providing technical training to the City's technical staff. State the number of years of repair/service experience the trainer will have and where the training will take place. State number of sessions offered and duration of each session. State topics that training will cover.

(g) Manuals

- i) State how many manuals will be offered for each of the following: parts manuals, service/repair manuals, electrical schematics. Describe format of manuals (paper, CD-Rom, on-line access).
- ii) Describe any technical service bulletins available and how those will be provided to the City.
- iii) State if operating manuals will be provided with each vehicle.
- iv) Describe and list any special service tools or diagnostic equipment/software that the City is required to have to permit the City to complete repairs in-

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house. State any other equipment (laptops, programs,) that are required to be able to use diagnostic equipment/software or special service tools.

(h) Maintenance Schedules and Parts Lists

- i) State if maintenance schedules for all models of vehicles offered in this RFP will be supplied. Describe how the maintenance schedules will be supplied to the City.
- ii) State if parts lists for all models of vehicles offered in this RFP will be supplied. Describe how parts lists will be supplied to the City.

(i) Warranty

- i) The Manufacturer should describe the warranty coverage for all models of vehicles offered, including period and terms of warranty. Warranty on all vehicles is assumed to be included with the purchase price of the vehicle, except for extended warranty terms.
- ii) Provide documents on warranty terms applicable to vehicles offered in this RFP.
- iii) State if warranty date will commence from the date the Manufacturer is notified that the unit is put in-service by the City.
- iv) Describe and state the process that will allow the City to perform in-house warranty work, for which the City will be reimbursed. State the approval and administration process to authorize in-house warranty repairs. The cost for parts for Minor Warranty Repairs should be stated.
- v) Describe all applicable terms and conditions of the agreement on which the City will be reimbursed for in-house warranty repairs.

(j) Paint Process

Provide information on the type of paint used for the vehicles offered. If different types of paint are used for different models, please provide information on each type of paint. In the future, the City of Vancouver will be using waterborne basecoat to meet regulations. State whether the Manufacturer's paint will be compatible with waterborne basecoat for future body repairs.

(k) Value Added Services

Within its response to the requirements of this Schedule A1, the Manufacturer has the opportunity to offer and describe any value added services, products or items not specifically asked for (such as medium (class 5 or 6), or heavy (class 7 or 8) duty vehicles, etc.) and detail as to what the Manufacturer is prepared to supply as part of the Contract. Unless, otherwise stated, it is understood that there will be no extra costs for these services however if there are any additional costs pertaining hereto, the summary and explanation of those costs should be appended to Schedule B1 - *Manufacturer Component Pricing*.

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6.0 Vehicle Specifications

6.1 Common Vehicle Specifications

All vehicles, at a minimum, should include but not be limited to the following:

- (a) Air Bags - Passenger and Driver, Front and Side
- (b) ABS, 4 wheel
- (c) Manually operated windows
- (d) Steel wheels
- (e) Hubcaps
- (f) Intermittent windshield wipers
- (g) Exterior paint colour option - white
- (h) Seat belts - 3 point
- (i) Head restraints
- (j) Power steering
- (k) Power assist brakes
- (l) Base model radio/CD/cassette player
- (m) Four (4) sets of keys
- (n) Option for automatic transmission

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6.2 Detailed Vehicle Specifications

Manufacturers must complete the following tables. The tables should include base units that meet the stated specifications.

(a) Auto Sub-Compact

Examples: Toyota Yaris, Chevrolet Aveo, Honda Fit

Make & Model: _____

<u>Auto Sub-Compact Base Model Specifications</u>	
<ul style="list-style-type: none"> - 4-door Sedan - Base Engine: Gasoline powered, between 1.5 - 1.7 Litres in displacement, 4 cylinder, 103 -122 HP - Automatic Transmission - Wheelbase: 96-103 inches - Length: 150 -170 inches - 12 Volt accessory outlet - Manually adjustable driver's seat - Manual door locks - Manual windows - Electric rear window defogger - Four (4) all season, black sidewall radial tires 	<p><u>State:</u> _____</p> <p>Engine Size: _____</p> <p>Engine Horsepower: _____</p> <p>Wheelbase (in.): _____</p> <p>Overall length (in.): _____</p> <p>Fuel Capacity (L): _____</p> <p>Fuel Economy(L/100km): _____</p> <p>If waterborne basecoat is/can be used.</p> <p>Please specify: _____</p>

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(b) **Auto Compact**

Examples: Ford Focus, Chevrolet Cobalt, Honda Civic

Make & Model: _____

<p><u>Auto Compact Base Model Specifications</u></p> <ul style="list-style-type: none"> - 4-door Sedan - Base Engine: Gasoline powered, between 1.8 - 2.2 Litres in displacement, 4 cylinder, 132 -148 HP - Automatic Transmission - Wheelbase: 102-106 inches - Length: 175 - 180 inches - 12 Volt accessory outlet - Manually adjustable driver's seat - Manual door locks - Manual windows - Electric rear window defogger - Four (4) all season, black sidewall radial tires - Automatic Transmission 	<p><u>State:</u> _____</p> <p>Engine Size: _____</p> <p>Engine Horsepower: _____</p> <p>Wheelbase(in.): _____</p> <p>Overall length(in.): _____</p> <p>Fuel Capacity(L): _____</p> <p>Fuel Economy(L/100km): _____</p> <p>If waterborne basecoat is/can be used.</p> <p>Please specify: _____</p>
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(c) Auto Mid-size

Examples: Ford Fusion, Mazda 6, Nissan Altima

Make & Model: _____

<u>Auto Mid-Size Base Model Specifications</u>	
<ul style="list-style-type: none"> - 4-door Sedan - Base Engine: Gasoline powered, between 2.3 - 2.7 Litres in displacement, 4 cylinder, 160 -180 HP - Automatic Transmission - Wheelbase: 107-111 inches - Length: 190 - 198 inches - 12 Volt accessory outlet - Manually adjustable driver's seat - Manual door locks - Manual windows - Electric rear window defogger - Four (4) all season, black sidewall radial tires - Automatic Transmission 	<p><u>State:</u></p> <p>Engine Size: _____</p> <p>Engine Horsepower: _____</p> <p>Wheelbase (in.): _____</p> <p>Overall length (in.): _____</p> <p>Fuel Capacity (L): _____</p> <p>Fuel Economy (L/100km): _____</p> <p>If waterborne basecoat is/can be used.</p> <p>Please specify: _____</p>

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(d) Mini-van

Examples: Dodge Caravan, Honda Odyssey, Chevrolet Uplander

Make & Model: _____

<u>Mini-Van Base Model Specifications</u>	
<ul style="list-style-type: none"> - Base engine: Gasoline powered, between 3.3 - 3.9 Litres in displacement, 6 cylinder, 175 - 240 HP - Automatic Transmission - Wheelbase: 118-124 inches - Length: 200 - 206 inches - 4X2 (2 wheel drive) - GVWR: approximately 5,700 lbs - Manual sliding driver and passenger side doors - 2nd row bucket seats/bench - 3Rd row bench seats - 12 Volt accessory outlet - Manually adjustable driver's seat - Manual door locks - Manual windows - Four (4) all season, black sidewall radial tires - Automatic Transmission 	<p>State: _____</p> <p>Engine Size: _____</p> <p>Engine Horsepower: _____</p> <p>Wheelbase (in.): _____</p> <p>Overall length (in.): _____</p> <p>Fuel tank Capacity (L): _____</p> <p>Fuel Economy (L/100 kms) _____</p> <p>Number of passengers: _____</p> <p>Interior Capacity (cu. ft.): _____</p> <p>GVWR (lbs) _____</p> <p>If waterborne basecoat is/can be used.</p> <p>Please specify: _____</p>

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(e) Light Panel Van

Examples: Ford E150, Chevrolet Express G1500

Make & Model: _____

<u>Light Panel Van Base Model Specifications</u>	
<ul style="list-style-type: none"> - Standard light-duty cargo van - Base Engine: Gasoline powered, between 4.3 - 4.6 Litres in displacement, 6/8 cylinder, 195 -225 HP - Wheelbase: 135 - 138 inches - Length: 212 - 225 inches - GVWR: 7,300 - 8,600 lbs - 4X2 (2 wheel drive) - Swing-out passenger side cargo door - Swing-out rear doors only - No side or rear windows - Manual front windows - Vinyl seats - 12 Volt accessory outlet - Manually adjustable driver's seat - Manual door locks - Four (4) all season, black sidewall radial tires 	<p><u>State:</u> _____</p> <p>Engine Size: _____</p> <p>Engine Horsepower: _____</p> <p>Wheelbase (in.): _____</p> <p>Overall length (in.): _____</p> <p>Fuel Capacity (L): _____</p> <p>Fuel Economy (L/100 km): _____</p> <p>Cargo Space (cu. ft.): _____</p> <p>GVWR (lbs) _____</p> <p>If waterborne basecoat is/can be used.</p> <p>Please specify: _____</p>

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(f) Heavy Panel Van

Examples: Ford E350, Chevrolet Express G3500, Dodge Sprinter 3500

Make & Model: _____

<p><u>Heavy Panel Van Base Model Specifications</u></p> <ul style="list-style-type: none"> - Standard heavy-duty cargo van - Base Engine: Gasoline powered, between 3.0 - 5.4 Litres in displacement, 6/8 cylinder, 155 -285 HP - Wheelbase: 135 - 145 inches - Length: 210 - 233 inches - GVWR: 9,500 - 10000 lbs - 4X2 (2 wheel drive) - Swing-out passenger side cargo door - Swing-out rear doors only - No side or rear windows - Manual front windows - Vinyl seats - 12 Volt accessory outlet - Manually adjustable driver's seat - Manual door locks - Four (4) all season, black sidewall radial tires 	<p><u>State:</u> _____</p> <p>Engine Size: _____</p> <p>Engine Horsepower: _____</p> <p>Wheelbase (in.): _____</p> <p>Overall length (in.): _____</p> <p>Fuel Capacity(L): _____</p> <p>Fuel Economy (L/100 km): _____</p> <p>Cargo Space (cu. ft.): _____</p> <p>GVWR (lbs) _____</p> <p>If waterborne basecoat is/can be used.</p> <p>Please specify: _____</p>
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(g) Cutaway Chassis

Examples: E350 Cutaway, Chevrolet Express Cutaway

Make & Model: _____

<u>Cutaway Chassis Base Model Specifications</u>	
<ul style="list-style-type: none"> - Standard cutaway chassis - Base Engine: Gasoline powered, between 5.4 - 7.0 Litres in displacement, 8/10 cylinder, 300 - 305 HP - Wheelbase: 158 - 160 inches - Length: 210 - 233 inches - GVWR: 10,000 - 12,000 lbs - 4X2 (2 wheel drive) - Manual front windows - Vinyl seats - 12 Volt accessory outlet - Manually adjustable driver's seat - Manual door locks - Four (4) all season, black sidewall radial tires 	<p><u>State:</u> _____</p> <p>Engine Size: _____</p> <p>Engine Horsepower: _____</p> <p>Wheelbase (in.): _____</p> <p>Overall length (in.): _____</p> <p>Fuel Capacity (L): _____</p> <p>Fuel Economy (L/100 km): _____</p> <p>Cargo Space (cu. ft.): _____</p> <p>GVWR (lbs) _____</p> <p>Payload (lbs) _____</p> <p>If waterborne basecoat is/can be used.</p> <p>Please specify: _____</p>

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(h) Compact Sport Utility Vehicle (SUV)

Examples: Ford Escape, Dodge Caliber, Saturn Vue

Make & Model: _____

<p><u>Compact Sport Utility Vehicle (SUV) Base Model Specifications</u></p> <ul style="list-style-type: none"> - Base model compact SUV - Base Engine: Gasoline powered, between 2.0 - 3.0 Litres in displacement, 4/6 cylinder, 105 - 210 HP - Automatic Transmission - Wheelbase: 103 - 110 inches - Length: 173 - 179 inches - GVWR: approximately 4,500 lbs - 4X2 (2 wheel drive) - Manual front windows - 12 Volt accessory outlet - Manually adjustable driver's seat - Manual door locks - Four (4) all season, black sidewall radial tires - Automatic Transmission 	<p><u>State:</u> _____</p> <p>Engine Size: _____</p> <p>Engine Horsepower: _____</p> <p>Wheelbase (in.): _____</p> <p>Overall length (in.): _____</p> <p>Fuel Capacity (L): _____</p> <p>Fuel Economy (L/100 km): _____</p> <p>Cargo Space (cu. ft.): _____</p> <p>GVWR (lbs) _____</p> <p>If waterborne basecoat is/can be used.</p> <p>Please specify: _____</p>
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(i) Compact Pickup

Examples: Ford Ranger, GMC Canyon, Mazda B2300

Make & Model: _____

<u>Compact Pickup Base Model Specifications</u>	
<ul style="list-style-type: none"> - Base model compact pickup - Base engine: Gasoline powered, between 2.2 - 2.9 Litres in displacement, 4 cylinder, 143 - 185 HP - Wheelbase: 110 - 115 inches - Length: 189 - 193 inches - GVWR: 4,300 - 4,900 lbs - 4X2 (2 wheel drive) - Manual front windows - Fixed rear window - Vinyl seats - 12 Volt accessory outlet - Manually adjustable driver's seat - Manual door locks - Four (4) all season, black sidewall radial tires 	<p><u>State:</u> _____</p> <p>Engine Size: _____</p> <p>Engine Horsepower: _____</p> <p>Wheelbase (in.): _____</p> <p>Overall length (in.): _____</p> <p>Box length (ft): _____</p> <p>Fuel Capacity (L): _____</p> <p>Fuel Economy (L/100 km): _____</p> <p>Cargo Space (cu. ft.): _____</p> <p>GVWR (lbs): _____</p> <p>Payload (lbs): _____</p> <p>If waterborne basecoat is/can be used.</p> <p>Please specify: _____</p>

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(j) Light Pickup

Examples: F150, Dodge Ram 1500, Chevrolet Silverado 1500

Make & Model: _____

<p><u>Light Pickup Base Model Specifications</u></p> <ul style="list-style-type: none"> - Base model light pickup - Base engine: Gasoline powered, between 3.7 - 5.4 Litres in displacement, 6/8 cylinder, 190 - 320 HP - Wheelbase: 120 - 133 inches - Length: 205 - 212 inches - GVWR: 6,400 - 6,600 lbs - Payload: 1,800 - 2,000 lbs - 4X2 (2 wheel drive) - Manual front windows - Fixed rear window - Vinyl seats - 12 Volt accessory outlet - Manually adjustable driver's seat - Manual door locks - Four (4) all season, black sidewall radial tires 	<p><u>State:</u> _____</p> <p>Engine Size: _____</p> <p>Engine Horsepower: _____</p> <p>Wheelbase (in.): _____</p> <p>Overall length (in.): _____</p> <p>Box length (ft): _____</p> <p>Fuel Capacity (L): _____</p> <p>Fuel Economy (L/100 km): _____</p> <p>Cargo Space (cu. ft.): _____</p> <p>GVWR (lbs): _____</p> <p>Payload (lbs): _____</p> <p>If waterborne basecoat is/can be used.</p> <p>Please specify: _____</p>
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(k) Heavy Pickup

Examples: F250, Dodge Ram 2500, Chevrolet Silverado 2500 HD

Make & Model: _____

<u>Heavy Pickup Base Model Specifications</u>	
<ul style="list-style-type: none"> - Base model heavy pickup - Regular cab, 8' box - Single Rear Wheel (SRW) - Base engine: Gasoline powered, between 5.4 - 6.8 Litres in displacement, 8 cylinder, 257 - 353 HP - Wheelbase: 133 - 141 inches - Length: 224 - 230 inches - GVWR: approximately 9,000 lbs - 4X2 (2 wheel drive) - No A/C - Manual front windows - Fixed rear window - Vinyl seats - 12 Volt accessory outlet - Manually adjustable driver's seat - Manual door locks - Four (4) all season, black sidewall radial tires 	<p>State: _____</p> <p>Engine Size: _____</p> <p>Engine Horsepower: _____</p> <p>Wheelbase (in.): _____</p> <p>Overall length (in.): _____</p> <p>Box length (ft): _____</p> <p>Fuel Capacity (L): _____</p> <p>Fuel Economy (L/100 km): _____</p> <p>Cargo Space (cu. ft.): _____</p> <p>GVWR (lbs): _____</p> <p>Payload (lbs): _____</p> <p>Towing Capacity (lbs): _____</p> <p>If waterborne basecoat is/can be used. Please specify: _____</p>

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(I) Chassis Cab

Examples: F350, GMC Sierra 3500 HD, Dodge 3500

Make & Model: _____

<u>Chassis Cab Base Model Specifications</u>	
<ul style="list-style-type: none"> - Standard cutaway chassis - Regular cab - Dual Rear Wheels (DRW) - Base Engine: Gasoline powered, between 5.4 - 6.8 Litres in displacement, 8 cylinder, 300 - 340 HP - Wheelbase: 165 - 168 inches - Length: 250 - 260 inches - GVWR: 11,000 lbs - 16,000 lbs - 4X2 (2 wheel drive) - No A/C - Manual front windows - Fixed rear window - Vinyl seats - 12 Volt accessory outlet - Manually adjustable driver's seat - Manual door locks - Four (4) all season, black sidewall radial tires 	<p>State: _____</p> <p>Engine Size: _____</p> <p>Engine Horsepower: _____</p> <p>Wheelbase (in.): _____</p> <p>Overall length (in.): _____</p> <p>Fuel Capacity (L): _____</p> <p>Fuel Economy (L/100 km): _____</p> <p>Cargo Space (cu. ft.): _____</p> <p>GVWR (lbs) _____</p> <p>Payload (lbs) _____</p> <p>Towing Capacity (lbs): _____</p> <p>If waterborne basecoat is/can be used.</p> <p>Please specify: _____</p>

Manufacturers should provide their pricing for the Manufacturer Requirements as requested in Schedule B1.

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SCHEDULE A2 - DEALER REQUIREMENTS

This Schedule identifies the minimum Dealer Requirements to which the City is seeking a solution or a response. Dealers and Manufacturers will work together to complete this Schedule A2, with the Dealer acting as the Sub-Contractor to the Manufacturer. Dealers are to address, but are not limited in their response to, the respective issue(s) set out in this Schedule A2. Background information and general instructions need not be included in the response, however all requests for information, questions, specific requirements, tables, etc. should be included and the same numbering sequence should be used.

1.0 Dealer Requirements:

1.1 Administration

(a) Placing Orders

The Dealer should make all necessary information available to the City to facilitate easy and accurate ordering and should work with the City to take steps to endeavour to streamline the ordering process wherever possible. The order will be filled out using a standardize order form template that is mutually agreed upon by the Dealer and the City. Preferably the template is formatted in a Microsoft Excel spreadsheet. The City will fax/email the order form to the Dealer, referencing the City Unit Number and purchase order number. The Dealer is required to confirm the receipt of order from the City immediately after an order has been sent to the Dealer. The Dealer should keep track of the City-supplied Unit Number that is assigned to each vehicle order. The Dealer will place the order, on behalf of the City, with the Manufacturer. Dealers should provide a maximum guarantee delivery date turn around time on delivery of vehicles to the City upon receipt of vehicles from the Manufacturer.

(b) Vehicle Delivery

The Dealer should provide all necessary documents, such as the Motor Vehicle Purchase Agreement and APV9T, that are required to register and licence the vehicle and these documents should accompany the vehicle during delivery.

(c) Documentation

All documents supplied with the vehicle delivery should reference City unit number and purchase order numbers on all vehicle documentation.

(d) Support Services

The Dealer should provide customer service to the City for pricing, technical information and ordering assistance and should indicate which individuals the City can contact for support. Dealers must be located in the Lower Mainland.

1.2 Warranty

- (a)** The Dealer should administer the Manufacturer's warranty terms and process reimbursements from the Manufacturer to the City for in-house warranty repairs in a timely manner.

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- (b) The Dealer should assist with warranty issues by
 - i. communicating warranty repair status updates and avoided costs to City staff,
 - ii. providing access to online warranty and recall bulletins if available,
 - iii. dispatching the Dealer Service Manager to the City to evaluate warranty claims if necessary; and
 - iv. contacting the Manufacturer to determine possible causes and solutions to re-occurring warranty claims.

- (c) The Dealer is required to co-ordinate and perform Manufacturer's recall repairs.

1.3 Full Tank of Fuel

- (a) The option for a full tank of fuel is required for each vehicle prior to delivery to the City. The City reserves the right to elect the option for fuel fill for each vehicle order at the City's discretion.

2.0 Proposal Requirements

2.1 Dealers should detail how they will meet the various requirements set out in this section in their Proposals.

(a) Company Profile

Provide a description of your company, including legal name, jurisdiction of incorporation, number of years in business and company owners.

(b) Experience

Describe the Dealer's relevant experience with similar Contracts for similar work during the last two (2) years. Specify client names where applicable.

(c) References

Provide a minimum of three written references from clients for similar goods and services as those required by this RFP. By submitting a Proposal, the Dealer consents to the City contacting these references and consents to the City also contacting any other organization for the purposes of evaluating the Dealer's company and Proposal.

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Name and Address of Company Providing Reference	Contact Name & Telephone Number	Brief Description of Services Provided by Dealer

(d) Administrative Requirements

- i) Provide contact information for individuals within your organization that the City can contact for support.

Area of Responsibility	Name	Position	Phone Number	Email Address
Mechanical/Technical questions				
Administration				
Purchases				
Billing/Invoicing				

- ii) Describe how you will provide assistance with pricing, technical specifications, technical assistance with vehicle applications and any other assistance the City may require.
- iii) Explain how you would deliver new vehicles to a 3rd party anywhere in the Lower Mainland rather than the City, e.g. when the City is having a cargo body installed.

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(e) **Warranty**

- (i) Provide information on how the Dealer intends to administer and process claims as well as handle the reimbursement from the Manufacturer for Minor Warranty Repairs performed by the City.
- (ii) Provide information on how the Dealer would assist with warranty issues, specifically addressing points i. - iv. listed in Schedule A2, Section 1.2 b) above.
- (iii) Describe how the Dealer would deal with warranty parts that are required to be returned to the Manufacturer (i.e. would the Dealer provide pick-up service?).
- (iv) Explain how the Dealer proposes to co-ordinate and perform Manufacturer's recall repairs including the ability to pick up vehicles from the City.
- (v) Dealer should describe below any additional warranties it is prepared to offer in addition to those stated above.

(f) **Placing Orders and Guaranteed Delivery**

- (i) The Dealer should outline the process for ordering vehicles. The City should be provided with order guides containing details on all available options and pricing for current model year. The City will use the order guide to select vehicle specifications and options required. The order will be filled out using a standardized order form template that is mutually agreed upon by the Dealer and the City. Preferably the template is formatted in a Microsoft Excel spreadsheet. The City will fax/email the order form to the Dealer, referencing the City Unit Number and purchase order number.
- (ii) The Dealer should state the process of how it will handle placing the order with the Manufacturer upon receipt of order from the City, such as how an order is entered into the system and length of time to complete this process. The Dealer is required to confirm the receipt of order from the City immediately after an order has been sent to the Dealer. The Dealer should keep track of the City-supplied Unit Number that is assigned to each vehicle order.
- (iii) Dealers should provide to the City a guaranteed delivery date for each order placed. Dealers should state how the Dealer will ensure timely delivery of vehicles after the order is received from the City.
- (iv) Dealers should provide a maximum guarantee delivery date turn around time on delivery of vehicles to the City upon receipt of vehicles from the Manufacturer.

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- (v) Dealers should state the delivery process to the City once the vehicle has arrived. The delivery should include all accompanying documentation and the Dealer should reference City Unit Numbers and purchase order numbers in the documentation supplied to the City upon delivery.

- (g) **Full Tank of Fuel**
 - (i) A full tank of fuel is required for each vehicle prior to delivery to the City, however the City reserves the right to elect the option to delete fuel fill for each vehicle order at the City's discretion. Should the fuel fill be selected, the cost of the fuel should be invoiced to the City by the Dealer, with full details of quantity of fuel dispensed and cost per litre. Dealers should detail how it will determine the price of the fuel and provide receipts for the fuel fill upon delivery.

- (h) **Alternative Fuels**
 - (i) Dealer should provide details on its ability to be a certified dealer for alternative fuel equipped vehicles, such as compressed natural gas (CNG).

- (i) **Other Incentives**
 - (i) In addition to the Manufacturer discounts, other temporary incentives may be available from time to time for individual models that are greater than the discount amount provided the Manufacturer. Dealers should detail how the City will benefit from such incentives.

- (j) **Value Added Services**
 - (i) Within its response to the requirements of this Schedule A2, the Dealer has the opportunity to offer and describe any value added services, products or items not specifically asked for (such as medium (class 5 or 6) and heavy duty (class 7 or 8) vehicles) and detail as to what the Dealer is prepared to supply as part of the Contract. Unless, otherwise stated, it is understood that there will be no extra costs for these services however if there are any additional costs pertaining hereto, the summary and explanation of those costs should be appended to Schedule B2 - *Pricing*.
 - (ii) Dealers should provide their pricing for the Dealer Requirements as requested in Schedule B2.

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1.0 Manufacturer Instructions

- 1.1 Manufacturers should provide all information requested in this Schedule B1. If a Manufacturer is not quoting a particular item then they should insert "N/Q". If there is no charge for a particular item then Manufacturers should insert "N/C". Any special costs not provided for should be shown as extra in the spaces provided or on a separate sheet.
- 1.2 Pricing is to be quoted in Canadian Dollars.
- 1.3 GST, PST and any other levies are not to be included in the pricing.
- 1.4 Pricing must be held firm for the duration of the model year, unless there is a reduction in cost.

2.0 Manufacturer Supplied Items

- 2.1 Based on the information indicated in the tables below Manufacturers should indicate their pricing to supply the following items for the models offered.
- 2.2 Training (if applicable)
State number of sessions and hours of technician training offered and cost for training. Describe what will be covered in training.
Number of sessions of training: _____
Number of hours per session: _____
Cost for training: _____
- 2.3 Service Tools, Diagnostic Equipment, or Diagnostic Software
State type and cost of Service Tools, Diagnostic Equipment, or Diagnostic Software offered.
State what is being offered: _____
State cost: _____
- 2.4 Access to Web Services
State cost (if any) for full access to on-line websites and support for detailed vehicle information.
State what is being offered: _____
State cost: _____
State if it is one-time or annual cost: _____

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2.5 Manuals

State pricing for manuals for each model in the table below. Manuals (except for Operation Manuals supplied with the vehicle) will be purchased either on an individual model basis or a complete set covering all Light Duty Passenger and Work Duty Vehicles.

Category/ Description	Make & Model	Est. Qty	Parts Manuals per set	Service/Repair Manual per Set	Electronic Schematics	Total Price
Car/ Auto Sub- Compact		4	\$	\$	\$	\$
Car/ Auto Compact		4	\$	\$	\$	\$
Car/ Auto Mid- Size		4	\$	\$	\$	\$
Car/ Environmental		4	\$	\$	\$	\$
Vans/ Mini-Van		4	\$	\$	\$	\$
Vans/ Light Panel		4	\$	\$	\$	\$
Vans/ Heavy Panel		4	\$	\$	\$	\$
Vans/ Cutaway Van		4	\$	\$	\$	\$
Trucks/ Compact Sport Utility Vehicle		4	\$	\$	\$	\$
Trucks/ Compact Pickup		4	\$	\$	\$	\$
Trucks/ Light Pickup		4	\$	\$	\$	\$
Trucks/ Heavy Pickup		4	\$	\$	\$	\$
Trucks/ Chassis Cab		4	\$	\$	\$	\$

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2.6 Value Added Services

State any value added services offered and pricing and or pricing options for described services.

3.0 Discount Price Structure

3.1 Based on the information indicated in the tables below Manufacturers should indicate their current pricing to supply the vehicle that meets the specifications set out in Schedule A1.

3.2 Manufacturers are to list their pricing mechanism, as show in the sample table below. Manufacturers should clearly indicate the pricing calculations.

Category/ Description	Make & Model	Retail Price	Base Price Concession	Other Discounts	Freight	Net unit Price
Car/ Auto Sub- Compact		\$	%	%	\$	\$
Car/ Auto Compact		\$	%	%	\$	\$
Car/ Auto Mid-Sized		\$	%	%	\$	\$
Car/ Environmental		\$	%	%	\$	\$
Vans/ Mini-Van		\$	%	%	\$	\$
Vans/ Light Panel		\$	%	%	\$	\$
Vans/ Heavy Panel		\$	%	%	\$	\$
Vans/ Cutaway Van		\$	%	%	\$	\$
Trucks/ Compact Sport Utility Vehicle		\$	%	%	\$	\$
Trucks/ Compact Pickup		\$	%	%	\$	\$
Trucks/ Light Pickup		\$	%	%	\$	\$
Trucks/ Heavy Pickup		\$	%	%	\$	\$
Trucks/ Chassis Cab		\$	%	%	\$	\$

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3.3 Manufacturers should indicate their pricing mechanisms (for price increase/decrease) for future model years.

4.0 Detailed Pricing for each model

Manufacturers are required to provide all information requested in this section. The information will be used to create a life-cycle cost analysis for each model. If a Manufacturer is not able to quote on a particular item then they should insert "N/Q".

4.1 Auto Sub-Compact

Make & Model: _____

4.1.1 Options

Options	Retail Price	Less Concessions or Contract Discounts	City Price
Air Conditioning	\$	\$	\$
Power Locks/Windows	\$	\$	\$
Diesel Engine (if available)	\$	\$	\$

4.1.2 Parts Cost

Additional information for your product offering is required to compare approximate life cycle costs. Please complete the following based on costs of parts at the local dealership closest to 250 W 70th Avenue, Vancouver British Columbia, V5X 2X1.

Dealership Name and Location: _____

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Part Description	Part Number	Retail Price	Less Concession or Contract Discounts	City Price
Driver Side Mirror Assembly		\$	\$	\$
Rear Bumper Cover		\$	\$	\$
Heater Blower/Fan Motor		\$	\$	\$
Lower Control Arm		\$	\$	\$
Steering Column		\$	\$	\$
Radiator		\$	\$	\$

4.1.3 Resale Value

State the resale value of the base model as per the specifications stated above for the previous 1, 2 and 5 model years according to the 2009 edition of the Canadian Red Book. If the proposed model does not have a previous model year, please write N/A.

Model Year	MSRP*	Estimated Resale**
2008	\$	\$
2007	\$	\$
2004	\$	\$

*MSRP for base model vehicle as per the specifications stated above in the year the vehicle was sold new.

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4.1.4 Repair Costs

Please list the Remove and Replace (Re & Re) cost for the following components based on the Manufacturers flat rate set standards. Also please list the source for the set standards and if the flat labour guides are available for review.

Source for set labour standards: _____

If standards are available for review: _____

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Repair Service	Standard Labour Hours
Re & Re Lower Control Arm	
Re & Re Driver Side Mirror Assembly	
Re & Re Fuel Pump	
Re & Re Catalytic Converter	
Re & Re New driver side front air bag	

4.2 Auto Compact

Make & Model: _____

4.2.1 Options

Options	Retail Price	Less Concessions or Contract Discounts	City Price
Air Conditioning	\$	\$	\$
Power Locks/Windows	\$	\$	\$
Diesel Engine (if available)	\$	\$	\$

4.2.2 Parts Cost

Additional information for your product offering is required to compare approximate life cycle costs. Please complete the following based on costs of parts at the local dealership closest to 250 W 70th Avenue, Vancouver British Columbia, V5X 2X1.

Dealership Name and Location: _____

Part Description	Part Number	Retail Price	Less Concession or Contract Discounts	City Price
Driver Side Mirror Assembly		\$	\$	\$
Rear Bumper Cover		\$	\$	\$
Heater Blower/Fan Motor		\$	\$	\$
Lower Control Arm		\$	\$	\$
Steering Column		\$	\$	\$
Radiator		\$	\$	\$

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4.2.3 Resale Value

State the resale value of the base model as per the specifications stated above for the previous 1, 2 and 5 model years according to the 2009 edition of the Canadian Red Book. If the proposed model does not have a previous model year, please write N/A.

Model Year	MSRP*	Estimated Resale**
2008	\$	\$
2007	\$	\$
2004	\$	\$

* MSRP for base model vehicle as per the specifications stated above in the year the vehicle was sold new.

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4.2.4 Repair Costs

Please list the Remove and Replace (Re & Re) cost for the following components based on the Manufacturers flat rate set standards. Also please list the source for the set standards and if the flat labour guides are available for review.

Source for set labour standards: _____

If standards are available for review: _____

Repair Service	Standard Labour Hours
Re & Re Lower Control Arm	
Re & Re Driver Side Mirror Assembly	
Re & Re Fuel Pump	
Re & Re Catalytic Converter	
Re & Re New driver side front air bag	

4.3 Auto Mid-Size

Make & Model: _____

4.3.1 Options

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Options	Retail Price	Less Concessions or Contract Discounts	City Price
Air Conditioning	\$	\$	\$
Power Locks/Windows	\$	\$	\$
Diesel Engine (if available)	\$	\$	\$

4.3.2 Parts Cost

Additional information for your product offering is required to compare approximate life cycle costs. Please complete the following based on costs of parts at the local dealership closest to 250 W 70th Avenue, Vancouver British Columbia, V5X 2X1.

Dealership Name and Location: _____

Part Description	Part Number	Retail Price	Less Concession or Contract Discounts	City Price
Driver Side Mirror Assembly		\$	\$	\$
Rear Bumper Cover		\$	\$	\$
Heater Blower/Fan Motor		\$	\$	\$
Lower Control Arm		\$	\$	\$
Steering Column		\$	\$	\$
Radiator		\$	\$	\$

4.3.3 Resale Value

State the resale value of the base model as per the specifications stated above for the previous 1, 2 and 5 model years according to the 2009 edition of the Canadian Red Book. If the proposed model does not have a previous model year, please write N/A.

Model Year	MSRP*	Estimated Resale**
2008	\$	\$
2007	\$	\$
2004	\$	\$

* MSRP for base model vehicle as per the specifications stated above in the year the vehicle was sold new.

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4.3.4 Repair Costs

Please list the Remove and Replace (Re & Re) cost for the following components based on the Manufacturers flat rate set standards. Also please list the source for the set standards and if the flat labour guides are available for review.

Source for set labour standards: _____

If standards are available for review: _____

Repair Service	Standard Labour Hours
Re & Re Lower Control Arm	
Re & Re Driver Side Mirror Assembly	
Re & Re Fuel Pump	
Re & Re Catalytic Converter	
Re & Re New driver side front air bag	

4.4 Mini-Van

Make & Model: _____

4.4.1 Options

Options	Retail Price	Less Concessions or Contract Discounts	City Price
Air Conditioning	\$	\$	\$
Power Locks/Windows	\$	\$	\$
Power sliding side doors	\$	\$	\$
Diesel Engine (if available)	\$	\$	\$

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4.4.2 Parts Cost

Additional information for your product offering is required to compare approximate life cycle costs. Please complete the following based on costs of parts at the local dealership closest to 250 W 70th Avenue, Vancouver British Columbia, V5X 2X1.

Dealership Name and Location: _____

Part Description	Part Number	Retail Price	Less Concession or Contract Discounts	City Price
Driver Side Mirror Assembly		\$	\$	\$
Rear Bumper Cover		\$	\$	\$
Heater Blower/Fan Motor		\$	\$	\$
Lower Control Arm		\$	\$	\$
Steering Rack Spindle		\$	\$	\$
Headlamp Assembly		\$	\$	\$

4.4.3 Resale Value

State the resale value of the base model as per the specifications stated above for the previous 1, 2 and 5 model years according to the 2009 edition of the Canadian Red Book. If the proposed model does not have a previous model year, please write N/A.

Model Year	MSRP*	Estimated Resale**
2008	\$	\$
2007	\$	\$
2004	\$	\$

* MSRP for base model vehicle as per the specifications stated above in the year the vehicle was sold new.

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4.4.4 Repair Costs

Please list the Remove and Replace (Re & Re) cost for the following components based on the Manufacturers flat rate set standards. Also please list the source for the set standards and if the flat labour guides are available for review.

Source for set labour standards: _____

If standards are available for review: _____

Repair Service	Standard Labour Hours
Re & Re Lower Control Arm	
Re & Re Driver Side Mirror Assembly	
Re & Re Fuel Pump	
Re & Re Steering Rack & Spindle	
Re & Re New driver side front air bag	

4.5 Light Panel Van

Make & Model: _____

4.5.1 Options

Options	Retail Price (per unit)	Less Concessions and Discounts	City Price
Air Conditioning	\$	\$	\$
Power Locks/Windows	\$	\$	\$
Limited Slip Axle	\$	\$	\$
Dual Alternator	\$	\$	\$
Heavy Duty Auxiliary Battery	\$	\$	\$
Sliding Side Cargo Door	\$	\$	\$
Glass Fixed, rear and side doors	\$	\$	\$
Auxiliary A/C and Heater	\$	\$	\$
Diesel Engine (if available)	\$	\$	\$

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4.5.2 Parts Cost

Additional information for your product offering is required to compare approximate life cycle costs. Please complete the following based on costs of parts at the local dealership closest to 250 W 70th Avenue, Vancouver British Columbia, V5X 2X1.

Dealership Name and Location: _____

Part Description	Part Number	Retail Price	Less Concession or Contract Discounts	City Price
Driver Side Mirror Assembly		\$	\$	\$
Radiator		\$	\$	\$
Heater Blower/Fan Motor		\$	\$	\$
Left Outer Tie Rod Assembly		\$	\$	\$
Steering Rack Spindle		\$	\$	\$

4.5.3 Resale Value

State the resale value of the base model as per the specifications stated above for the previous 1, 2 and 5 model years according to the 2009 edition of the Canadian Red Book. If the proposed model does not have a previous model year, please write N/A.

Model Year	MSRP*	Estimated Resale**
2008	\$	\$
2007	\$	\$
2004	\$	\$

* MSRP for base model vehicle as per the specifications stated above in the year the vehicle was sold new.

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4.5.4 Repair Costs

Please list the Remove and Replace (Re & Re) cost for the following components based on the Manufacturers flat rate set standards. Also please list the source for the set standards and if the flat labour guides are available for review.

Source for set labour standards: _____

If standards are available for review: _____

Repair Service	Standard Labour Hours
Re & Re Lower Control Arm	
Re & Re Driver Side Mirror Assembly	
Re & Re Fuel Pump	
Re & Re Steering Rack & Spindle	

4.6 Heavy Panel Van

Make & Model: _____

4.6.1 Options

Options	Retail Price (per unit)	Less Concessions and Discounts	City Price
Air Conditioning	\$	\$	\$
Power Locks/Windows	\$	\$	\$
Limited Slip Axle	\$	\$	\$
Dual Alternator	\$	\$	\$
Heavy Duty Auxiliary Battery	\$	\$	\$
Sliding side cargo doors	\$	\$	\$
Glass Fixed, rear and side doors	\$	\$	\$
Auxiliary A/C and Heater	\$	\$	\$
Diesel Engine (if available)	\$	\$	\$

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4.6.2 Parts Cost

Additional information for your product offering is required to compare approximate life cycle costs. Please complete the following based on costs of parts at the local dealership closest to 250 W 70th Avenue, Vancouver British Columbia, V5X 2X1.

Dealership Name and Location: _____

Part Description	Part Number	Retail Price	Less Concession or Contract Discounts	City Price
Driver Side Mirror Assembly		\$	\$	\$
Radiator		\$	\$	\$
Heater Blower/Fan Motor		\$	\$	\$
Left Outer Tie Rod Assembly		\$	\$	\$
Steering Rack Spindle		\$	\$	\$

4.6.3 Resale Value

State the resale value of the base model as per the specifications stated above for the previous 1, 2 and 5 model years according to the 2009 edition of the Canadian Red Book. If the proposed model does not have a previous model year, please write N/A.

Model Year	MSRP*	Estimated Resale**
2008	\$	\$
2007	\$	\$
2004	\$	\$

* MSRP for base model vehicle as per the specifications stated above in the year the vehicle was sold new.

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4.6.4 Repair Costs

Please list the Remove and Replace (Re & Re) cost for the following components based on the Manufacturers flat rate set standards. Also please list the source for the set standards and if the flat labour guides are available for review.

Source for set labour standards: _____

If standards are available for review: _____

Repair Service	Standard Labour Hours
Re & Re Lower Control Arm	
Re & Re Driver Side Mirror Assembly	
Re & Re Fuel Pump	
Re & Re Ignition System	

4.7 Cutaway Chassis

Make & Model: _____

4.7.1 Options

Options	Retail Price (per unit)	Less Concessions and Discounts	City Price
Air Conditioning	\$	\$	\$
Power Locks/Windows	\$	\$	\$
Limited Slip Axle	\$	\$	\$
Dual Alternator	\$	\$	\$
Heavy Duty Auxiliary Battery	\$	\$	\$
Auxiliary fuel tank	\$	\$	\$
Auxiliary A/C and Heater	\$	\$	\$
Diesel Engine (if available)	\$	\$	\$

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4.7.2 Parts Cost

Additional information for your product offering is required to compare approximate life cycle costs. Please complete the following based on costs of parts at the local dealership closest to 250 W 70th Avenue, Vancouver British Columbia, V5X 2X1.

Dealership Name and Location: _____

Part Description	Part Number	Retail Price	Less Concession or Contract Discounts	City Price
Driver Side Mirror Assembly		\$	\$	\$
Radiator		\$	\$	\$
Heater Blower/Fan Motor		\$	\$	\$
Lower Control Arm		\$	\$	\$
Steering Rack Spindle		\$	\$	\$
Park Brake Assembly		\$	\$	\$

4.7.3 Resale Value

State the resale value of the base model as per the specifications stated above for the previous 1, 2 and 5 model years according to the 2009 edition of the Canadian Red Book. If the proposed model does not have a previous model year, please write N/A.

Model Year	MSRP*	Estimated Resale**
2008	\$	\$
2007	\$	\$
2004	\$	\$

* MSRP for base model vehicle as per the specifications stated above in the year the vehicle was sold new.

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4.7.4 Repair Costs

Please list the Remove and Replace (Re & Re) cost for the following components based on the Manufacturers flat rate set standards. Also please list the source for the set standards and if the flat labour guides are available for review.

Source for set labour standards: _____

If standards are available for review: _____

Repair Service	Standard Labour Hours
Re & Re Lower Control Arm	
Re & Re Driver Side Mirror Assembly	
Re & Re Fuel Pump	
Re & Re Ignition System	

4.8 Compact Sport Utility Vehicle (SUV)

Make & Model: _____

4.8.1 Options

Options	Retail Price (per unit)	Less Concessions and Discounts	City Price
Air Conditioning	\$	\$	\$
Power Locks/Windows	\$	\$	\$
Privacy Glass	\$	\$	\$
Roof rack	\$	\$	\$
Diesel Engine (if available)	\$	\$	\$

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4.8.2 Parts Cost

Additional information for your product offering is required to compare approximate life cycle costs. Please complete the following based on costs of parts at the local dealership closest to 250 W 70th Avenue, Vancouver British Columbia, V5X 2X1.

Dealership Name and Location: _____

Part Description	Part Number	Retail Price	Less Concession or Contract Discounts	City Price
Driver Side Mirror Assembly		\$	\$	\$
Rear Bumper Cover		\$	\$	\$
Heater Blower/Fan Motor		\$	\$	\$
Lower Control Arm		\$	\$	\$
Steering Rack Spindle		\$	\$	\$
Front Grille		\$	\$	\$

4.8.3 Resale Value

State the resale value of the base model as per the specifications stated above for the previous 1, 2 and 5 model years according to the 2009 edition of the Canadian Red Book. If the proposed model does not have a previous model year, please write N/A.

Model Year	MSRP*	Estimated Resale**
2008	\$	\$
2007	\$	\$
2004	\$	\$

* MSRP for base model vehicle as per the specifications stated above in the year the vehicle was sold new.

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4.8.4 Repair Costs

Please list the Remove and Replace (Re & Re) cost for the following components based on the Manufacturers flat rate set standards. Also please list the source for the set standards and if the flat labour guides are available for review.

Source for set labour standards: _____

If standards are available for review: _____

Repair Service	Standard Labour Hours
Re & Re Lower Control Arm	
Re & Re Driver Side Mirror Assembly	
Re & Re Fuel Pump	
Re & Re New driver side front air bag	

4.9 Compact Pickup

Make & Model: _____

4.9.1 Options

Options	Retail Price (per unit)	Less Concessions and Discounts	City Price
Air Conditioning	\$	\$	\$
Power Locks/Windows	\$	\$	\$
Limited Slip Axle	\$	\$	\$
Driver's seat with manual lumbar support	\$	\$	\$
Bed Liner	\$	\$	\$
Diesel Engine (if available)	\$	\$	\$

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4.9.2 Parts Cost

Additional information for your product offering is required to compare approximate life cycle costs. Please complete the following based on costs of parts at the local dealership closest to 250 W 70th Avenue, Vancouver British Columbia, V5X 2X1.

Dealership Name and Location: _____

Part Description	Part Number	Retail Price	Less Concession or Contract Discounts	City Price
Driver Side Mirror Assembly		\$	\$	\$
Front Hub/Rotor Assembly		\$	\$	\$
Heater Blower/Fan Motor		\$	\$	\$
Lower Control Arm		\$	\$	\$
Steering Rack Spindle		\$	\$	\$
Starter Assembly		\$	\$	\$
Front Grille		\$	\$	\$

4.9.3 Resale Value

State the resale value of the base model as per the specifications stated above for the previous 1, 2 and 5 model years according to the 2009 edition of the Canadian Red Book. If the proposed model does not have a previous model year, please write N/A.

Model Year	MSRP*	Estimated Resale**
2008	\$	\$
2007	\$	\$
2004	\$	\$

* MSRP for base model vehicle as per the specifications stated above in the year the vehicle was sold new.

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4.9.4 Repair Costs

Please list the Remove and Replace (Re & Re) cost for the following components based on the Manufacturers flat rate set standards. Also please list the source for the set standards and if the flat labour guides are available for review.

Source for set labour standards: _____

If standards are available for review: _____

Repair Service	Standard Labour Hours
Re & Re Lower Control Arm	
Re & Re Driver Side Mirror Assembly	
Re & Re Fuel Pump	
Re & Re Steering Column	
Re & Re Catalytic Converter	

4.10 Light Pickup

Make & Model: _____

4.10.1 Options

Options	Retail Price (per unit)	Less Concessions and Discounts	City Price
Air Conditioning	\$	\$	\$
Power Locks/Windows	\$	\$	\$
Limited Slip Axle	\$	\$	\$
Driver's seat with manual lumbar support	\$	\$	\$
Bed Liner	\$	\$	\$
Trailer Tow Equipped	\$	\$	\$
Diesel Engine (if available)	\$	\$	\$
Crew Cab (if available)	\$	\$	\$

**REQUEST FOR PROPOSAL NO. PS09056
 LIGHT DUTY PASSENGER AND WORK DUTY VEHICLES STANDARDIZATION
 PART C - PROPOSAL FORM
 SCHEDULE B1 - MANUFACTURER PRICING**

4.10.2 Parts Cost

Additional information for your product offering is required to compare approximate life cycle costs. Please complete the following based on costs of parts at the local dealership closest to 250 W 70th Avenue, Vancouver British Columbia, V5X 2X1.

Dealership Name and Location: _____

Part Description	Part Number	Retail Price	Less Concession or Contract Discounts	City Price
Driver Side Mirror Assembly		\$	\$	\$
Front Hub/Rotor Assembly		\$	\$	\$
Heater Blower/Fan Motor		\$	\$	\$
Lower Control Arm		\$	\$	\$
Steering Rack Spindle		\$	\$	\$
Starter Assembly		\$	\$	\$
Front Grille		\$	\$	\$

4.10.3 Resale Value

State the resale value of the base model as per the specifications stated above for the previous 1, 2 and 5 model years according to the 2009 edition of the Canadian Red Book. If the proposed model does not have a previous model year, please write N/A.

Model Year	MSRP*	Estimated Resale**
2008	\$	\$
2007	\$	\$
2004	\$	\$

* MSRP for base model vehicle as per the specifications stated above in the year the vehicle was sold new.

** At time of Proposal submission

**REQUEST FOR PROPOSAL NO. PS09056
 LIGHT DUTY PASSENGER AND WORK DUTY VEHICLES STANDARDIZATION
 PART C - PROPOSAL FORM
 SCHEDULE B1 - MANUFACTURER PRICING**

4.10.4 Repair Costs

Please list the Remove and Replace (Re & Re) cost for the following components based on the Manufacturers flat rate set standards. Also please list the source for the set standards and if the flat labour guides are available for review.

Source for set labour standards: _____

If standards are available for review: _____

Repair Service	Standard Labour Hours
Re & Re Lower Control Arm	
Re & Re Driver Side Mirror Assembly	
Re & Re Fuel Pump	
Re & Re Steering Column	
Re & Re Catalytic Converter	

4.11 Heavy Pickup

Make & Model: _____

4.11.1 Options

Options	Retail Price (per unit)	Less Concessions and Discounts	City Price
Air Conditioning	\$	\$	\$
Power Locks/Windows	\$	\$	\$
Limited Slip Axle	\$	\$	\$
Driver's seat with manual lumbar support	\$	\$	\$
Bed Liner	\$	\$	\$
Trailer Tow Equipped	\$	\$	\$
Diesel Engine (if available)	\$	\$	\$
Crew Cab (if available)	\$	\$	\$

**REQUEST FOR PROPOSAL NO. PS09056
 LIGHT DUTY PASSENGER AND WORK DUTY VEHICLES STANDARDIZATION
 PART C - PROPOSAL FORM
 SCHEDULE B1 - MANUFACTURER PRICING**

4.11.2 Parts Cost

Additional information for your product offering is required to compare approximate life cycle costs. Please complete the following based on costs of parts at the local dealership closest to 250 W 70th Avenue, Vancouver British Columbia, V5X 2X1.

Dealership Name and Location: _____

Part Description	Part Number	Retail Price	Less Concession or Contract Discounts	City Price
Driver Side Mirror Assembly		\$	\$	\$
Front Hub/Rotor Assembly		\$	\$	\$
Heater Blower/Fan Motor		\$	\$	\$
Lower Control Arm		\$	\$	\$
Steering Rack Spindle		\$	\$	\$
Starter Assembly		\$	\$	\$
Front Grille		\$	\$	\$

4.11.3 Resale Value

State the resale value of the base model as per the specifications stated above for the previous 1, 2 and 5 model years according to the 2009 edition of the Canadian Red Book. If the proposed model does not have a previous model year, please write N/A.

Model Year	MSRP*	Estimated Resale**
2008	\$	\$
2007	\$	\$
2004	\$	\$

* MSRP for base model vehicle as per the specifications stated above in the year the vehicle was sold new.

** At time of Proposal submission

**REQUEST FOR PROPOSAL NO. PS09056
 LIGHT DUTY PASSENGER AND WORK DUTY VEHICLES STANDARDIZATION
 PART C - PROPOSAL FORM
 SCHEDULE B1 - MANUFACTURER PRICING**

4.11.4 Repair Costs

Please list the Remove and Replace (Re & Re) cost for the following components based on the Manufacturers flat rate set standards. Also please list the source for the set standards and if the flat labour guides are available for review.

Source for set labour standards: _____

If standards are available for review: _____

Repair Service	Standard Labour Hours
Re & Re Lower Control Arm	
Re & Re Driver Side Mirror Assembly	
Re & Re Fuel Pump	
Re & Re Steering Column	
Re & Re Catalytic Converter	

4.12 Chassis Cab

Make & Model: _____

4.12.1 Options

Options	Retail Price (per unit)	Less Concessions and Discounts	City Price
Air Conditioning	\$	\$	\$
Power Locks/Windows	\$	\$	\$
Limited Slip Axle	\$	\$	\$
Dual Alternator	\$	\$	\$
PTO Provision	\$	\$	\$
Trailer Tow Equipped	\$	\$	\$
Diesel Engine (if available)	\$	\$	\$

**REQUEST FOR PROPOSAL NO. PS09056
 LIGHT DUTY PASSENGER AND WORK DUTY VEHICLES STANDARDIZATION
 PART C - PROPOSAL FORM
 SCHEDULE B1 - MANUFACTURER PRICING**

4.12.2 Parts Cost

Additional information for your product offering is required to compare approximate life cycle costs. Please complete the following based on costs of parts at the local dealership closest to 250 W 70th Avenue, Vancouver British Columbia, V5X 2X1.

Dealership Name and Location: _____

Part Description	Part Number	Retail Price	Less Concession or Contract Discounts	City Price
Driver Side Mirror Assembly		\$	\$	\$
Front Hub/Rotor Assembly		\$	\$	\$
Heater Blower/Fan Motor		\$	\$	\$
Lower Control Arm		\$	\$	\$
Steering Rack Spindle		\$	\$	\$
Brake Master Cylinder		\$	\$	\$
Starter Assembly		\$	\$	\$

4.12.3 Resale Value

State the resale value of the base model as per the specifications stated above for the previous 1, 2 and 5 model years according to the 2009 edition of the Canadian Red Book. If the proposed model does not have a previous model year, please write N/A.

Model Year	MSRP*	Estimated Resale**
2008	\$	\$
2007	\$	\$
2004	\$	\$

* MSRP for base model vehicle as per the specifications stated above in the year the vehicle was sold new.

** At time of Proposal submission

**REQUEST FOR PROPOSAL NO. PS09056
LIGHT DUTY PASSENGER AND WORK DUTY VEHICLES STANDARDIZATION
PART C - PROPOSAL FORM
SCHEDULE B1 - MANUFACTURER PRICING**

4.12.4 Repair Costs

Please list the Remove and Replace (Re & Re) cost for the following components based on the Manufacturers flat rate set standards. Also please list the source for the set standards and if the flat labour guides are available for review.

Source for set labour standards: _____

If standards are available for review: _____

Repair Service	Standard Labour Hours
Re & Re Lower Control Arm	
Re & Re Driver Side Mirror Assembly	
Re & Re Fuel Pump	
Re & Re Steering Column	
Re & Re Catalytic Converter	

**REQUEST FOR PROPOSAL NO. PS09056
LIGHT DUTY PASSENGER AND WORK DUTY VEHICLES STANDARDIZATION
PART C - PROPOSAL FORM
SCHEDULE B2 - DEALER PRICING**

1.0 Dealer Instructions

- 1.1 Dealers should provide all information requested in this Schedule B2. If a Dealer is not quoting a particular item then they should insert "N/Q". If there is no charge for a particular item then Dealers should insert "N/C". Any special costs not provided for should be shown as extra in the spaces provided or on a separate sheet.
- 1.2 Pricing is to be quoted in Canadian Dollars.
- 1.4 GST, PST and any levies are not to be included in the pricing.
- 1.5 Pricing must be held firm for the duration of the model year, unless there is a reduction in cost.

2.0 Dealer Service Pricing

- 2.1 Based on the information indicated in the tables below Dealers should indicate their pricing to supply the vehicle that meets the specifications set out in Schedule A2. The make and models of the vehicles included here should be identical to the makes and models offered by the Manufacturer in Schedule B1.

Dealers should describe in detail what, if any, other fees are applicable.

Category/ Description	Make & Model	Dealer Fee	Spare Set of Keys	Other Fees (Describe)	Net unit cost (exclusive of vehicle cost)
Car/ Auto Sub-Compact		\$	\$	\$	\$
Car/ Auto Compact		\$	\$	\$	\$
Car/ Auto Mid-Size		\$	\$	\$	\$
Car/ Environmental		\$	\$	\$	\$
Vans/ Mini-Van		\$	\$	\$	\$
Vans/ Light Panel		\$	\$	\$	\$
Vans/ Heavy Panel		\$	\$	\$	\$
Vans/ Cutaway Chassis		\$	\$	\$	\$
Trucks/ Compact Sport Utility Vehicle		\$	\$	\$	\$
Trucks/ Compact Pickup		\$	\$	\$	\$
Trucks/ Light Pickup		\$	\$	\$	\$
Trucks/ Heavy Pickup		\$	\$	\$	\$

**REQUEST FOR PROPOSAL NO. PS09056
 LIGHT DUTY PASSENGER AND WORK DUTY VEHICLES STANDARDIZATION
 PART C - PROPOSAL FORM
 SCHEDULE B2 - DEALER PRICING**

Trucks/ Chassis Cab		\$	\$	\$	\$
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2.2 Maximum Price for Models

- a) The maximum price on each Light Duty Passenger or Work Duty Vehicle will not exceed the amount obtained by subtracting the price concessions from the base price (including options, if applicable) and adding the applicable freight, Dealer fee charges and full tank of fuel for such Light Duty Passenger or Work Duty Vehicle.
- b) Any additional sets of spare keys that may be ordered by the City will be supplied by the Contractor at the price set out in the above table.
- c) Freight and service manual charges should remain the same as the amount set out for year 2009 models in the above table, unless the Dealer's suppliers increase or decrease the prices.
- d) Cost for additional set of spare keys should remain the same as the amount set out for year 2009 models in the above table, unless the Dealer's Supplier increases or decreases the price to the Dealer.
- e) Dealers should detail how it will determine the price of the fuel.

3.0 Dealer Supplied Items

3.1 Based on the information indicated in the tables below Dealers should indicate their pricing to supply the following items for the models offered.

3.2 Training (if applicable)

State number of sessions and hours of technician training offered and cost for training. Describe what will be covered in training.

Number of sessions of training: _____

Number of hours per session: _____

Cost for training: _____

3.3 Parts for Minor Warranty Repairs:

The Manufacturer will reimburse the City through the Contractor. If applicable, the Dealer should state the cost it will charge the City for these parts.

Dealer Cost _____ plus _____ .

REQUEST FOR PROPOSAL NO. PS09056
LIGHT DUTY PASSENGER AND WORK DUTY VEHICLES STANDARDIZATION
PART C - PROPOSAL FORM
SCHEDULE B2 - DEALER PRICING

3.4 Value Added Services

State any value added services offered and pricing for described services.

**REQUEST FOR PROPOSAL NO. PS09056
 LIGHT DUTY PASSENGER AND WORK DUTY VEHICLES STANDARDIZATION
 PART C - PROPOSAL FORM
 SCHEDULE C - DEALERS**

The Manufacturer should insert Schedule C to the Proposal a list of Dealers providing name, address of place of business and the portion of the Work to be done by the Dealers. Pursuant to Schedule C, the City reserves the right to object to any of the Dealers listed in a Proposal. If the City objects to a listed Dealer then the City will permit a Manufacturer to, within seven (7) calendar days, propose a substitute Dealer acceptable to the City. A Manufacturer will not be required to make such a substitution and, if the City objects to a listed Dealer, the Manufacturer may, rather than propose a substitute Dealer, consider its Proposal rejected by the City and by written notice withdraw its Proposal.

The Dealers shown below are the Dealers that the Manufacturer proposes to use to carry out the Requirements. The City expects that the Manufacturer will engage the listed Dealers and no others in their stead, without prior written authorization of the City.

If no Dealers will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

<>/CITY OF VANCOUVER
LIGHT DUTY PASSENGER AND WORK DUTY VEHICLES BRAND
STANDARDIZATION AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 2009

BETWEEN:

("<>")

AND:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

(the "City")

BACKGROUND

- A. By way of Request for Proposal No. PS09056, the City invited Proposals from qualified Manufacturers for the supply of a uniform brand of light duty passenger and work duty motor vehicles over a <> period.
- B. In response to the City's Request for Proposal, <> submitted a Proposal.
- C. The Proposal was supplemented by the detailed price list subsequently provided to the City under cover of a letter dated <>.
- D. The parties have since negotiated certain terms and conditions which are intended to supplement the terms and conditions of the RFP, Proposal and Price List.
- E. <> has agreed to supply and the City has agreed to purchase <> brand light duty vehicles on the following terms and conditions.

<> AND THE CITY NOW AGREE AS FOLLOWS:

1.0 Defined Terms

In this Agreement, the following terms will have the following meanings in this Agreement:

- a) "Agreement" means this agreement excluding all other Contract Documents, except where the context otherwise requires.
- b) "Approved Dealer" means the dealer selected by the City pursuant to the Request for Proposals to be sent by the City to Lower Mainland authorized dealers of <> products.
- c) "Auto compact" means a vehicle that typically has a wheelbase between 2.59 meters (102 inches) and 2.69 metres (106 inches) with a combined passenger and cargo volume capacity of between 2800 L (100 ft³) and 3000 L (109 ft³).
- d) "Auto full-size" means a vehicle that typically has a wheelbase greater than 2.82 meters (111 inches) with an interior volume of 3300 L (120 ft³).
- e) "Auto mid-size" means a vehicle that typically has a wheelbase between 2.72 meters (107 inches) and 2.82 meters (111 inches) with a combined passenger and cargo volume of between 3000 L (110 ft³) and 3300 L (119 ft³).
- f) "Auto sub-compact" means a vehicle that typically has four or more seats with a wheelbase of approximately 2.62 metres (103 inches) or less and with an interior volume between 2400 L (85 ft³) and 2800 L (99 ft³).
- g) "BC Motor Vehicle Legislation" means all BC legislation relating to the equipping and manufacturing of vehicles for operation in BC and includes the Commercial Transport Act and Regulation of BC and the Motor Vehicle Act and Regulation of BC.
- h) "Chassis Cab" means a chassis with the front typical of a pickup truck that is fully enclosed and allows for a body to be mounted on the rear with GVW between 4,082 kg (9,000 lbs) and 4,990 kg (11,000 lbs).
- i) "Compact Pickup" means a truck with a cab for passengers and an open cargo area with a GVW ranging from 1,950 kg (4,300 lbs) to 2,223 kg (4,900 lbs).
- j) "Crew Cab" means a four full-door pickup truck for transporting four (4) or more people.
- k) "Cutaway Chassis" means a chassis with a GVW ranging between 4,536 kg (10,000 lbs) and 5,443 kg (12,000 lbs) and a front typical of a van but is open behind the driver's seat so that a body can be constructed on the rear.
- l) "Effective Date" means <>.
- m) "GHG" stands for greenhouse gas emissions. Due to the City's commitment to the Kyoto protocol, GHG contribution of vehicles will be taken into consideration.
- n) "Heavy Panel" means a van with a GVW over 4,309 kg (9,500 lbs) and usually less than 4,536 kg (10,000 lbs) typically used to transport cargo and with seats for a driver and a passenger and interior stripped of trim.
- o) "Heavy Pickup" means a truck with a cab for passengers and an open cargo area with a GVW ranging from 4,082 kg (9,000 lbs) to 4,990 kg (11,000 lbs).

- p) "Light Duty or Work Duty Vehicle" means the models and types of vehicles manufactured by <> and listed in the Price List.
- q) "Light Panel" means a van with a GVW of roughly 3,901 kg (8,600 lbs) or under, typically used to transport cargo and with seats for a driver and a passenger and interior stripped of trim.
- r) "Light Pickup" means a truck with a cab for passengers and an open cargo area with a GVW ranging from 2,903 kg (6,400 lbs) to 2,994 kg (6,600 lbs).
- s) "Maximum Price" has the meaning ascribed to it by Section 2.2.
- t) "MFC Provisions" means the Contract Price, payment, Warranty and service levels provisions in the Contract Documents, all of which are subject to amendment in accordance with Section 4 - *Most Favoured Customer*.
- u) "Micro-compact" means a vehicle that typically seats a driver and a passenger and is roughly less than 3 metres (118 inches) in length and has less than 2400L (85 ft³) interior volume.
- v) "Mini-Van" means a van with a length between 5.08 meters (200 inches) and 5.23 meters (206 inches) that is used to transport a minimum of seven (7) passengers and/or cargo.
- w) "Price List" means the detailed price list according to this RFP.
- x) "Sport Utility Vehicle" (SUV) means a vehicle with a length roughly between 4.39 meters (173 inches) ad 4.55 meters (179 inches).

1.1 RFP Terms

All capitalized terms used in this Agreement have the meanings ascribed to them by Section 2.0 of the RFP unless the context otherwise requires.

1.2 Price Concession Amount

The price concession for each light duty or work duty vehicle model is as follows:

Vehicle Class	Price Concession
Auto Sub-Compact	
Auto Compact	
Auto Mid-Size	
Mini-Van	
Light Panel Van	
Heavy Panel Van	
Cutaway Chassis	
Compact Sport Utility Vehicle (SUV)	
Compact Pickup	
Light Pickup	
Heavy Pickup	
Chassis Cab	

2.0 Price Guarantee

2.1 <> now agrees that, during the term of this Agreement, <> Light Duty Passenger and Work Duty Vehicles will be made available to the City at no more than the Maximum Price.

2.2 Maximum Price for Year 2009 Models

Calculating Maximum Price

(a) The Maximum Price on each Light Duty Passenger or Work Duty Vehicle will not exceed the amount obtained by subtracting the price concession for such Light Duty Passenger or Work Duty Vehicle.

Additions to Maximum Price

(b) The Maximum Price does not include the following items, all of which may be added to the Maximum Price by <> and will be paid by the City in each case up to the maximum amounts indicated in the following sections of this Section (b):

- (i) *Spare Keys* - Additional sets of keys for each Light Duty Passenger or Work Duty Vehicle may be ordered by the City and <> will supply same at a maximum of \$XX per additional set.
- (ii) *Spare Tires* - Additional spare tires for each Light Duty Passenger or Work Duty Vehicle may be ordered by the City and <> will supply same concurrently with each Light Duty Passenger or Work Duty Vehicle in return for the following maximum additional payment per spare tire for each of the following types of Light Duty Passenger and Work Duty Vehicles.

Vehicle Class	Maximum Spare Tire Cost
Auto Sub-Compact	
Auto Compact	
Auto Mid-Size	
Mini-Van	
Light Panel Van	
Heavy Panel Van	
Cutaway Chassis	
Compact Sport Utility Vehicle (SUV)	
Compact Pickup	
Light Pickup	
Heavy Pickup	
Chassis Cab	

- (iii) *Options* - Options for each type of Light Duty Passenger or Work Duty Vehicle may be ordered by the City and <> will supply same concurrently with each Light Duty Passenger or Work Duty Vehicle at a maximum price set out in the Price List for that option.
- (iv) *Freight, Gas, Dealer Fee* - In addition to the Maximum Price, <> will be entitled to charge the City and the City will pay concurrently with the Maximum Price for each Light Duty Passenger or Work Duty Vehicle, freight, gas and Dealer fee to a maximum of the following amounts with respect to each type of following Light Duty Passenger or Work Duty Vehicle:

Vehicle Class	Freight	Gas	Dealer Fee
Auto Sub-Compact			
Auto Compact			
Auto Mid-Size			
Mini-Van			
Light Panel Van			
Heavy Panel Van			
Cutaway Chassis			
Compact Sport Utility Vehicle (SUV)			
Compact Pickup			
Light Pickup			
Heavy Pickup			
Chassis Cab			

- (v) *Service Manuals* - Additional service manuals for each type of Light Duty Passenger or Work Duty Vehicle may be ordered by the City and <> will supply same concurrently with each Light Duty Passenger or Work Duty Vehicle in return for the following maximum additional payment per service manual

Vehicle Class	Service Manuals
Auto Sub-Compact	
Auto Compact	
Auto Mid-Size	
Mini-Van	
Light Panel Van	
Heavy Panel Van	
Cutaway Chassis	
Compact Sport Utility Vehicle (SUV)	
Compact Pickup	
Light Pickup	
Heavy Pickup	
Chassis Cab	

Exclusive of Government Taxes and Levies on Consumer

- (c) <> and the City agree that the Maximum Price as determined in the prior sections of this Section 2.2 is exclusive of any applicable G.S.T., P.S.T., federal air-conditioning levy, provincial environmental levies on tires and batteries and any other government taxes, fees or levies which are of a similar nature that are now or later imposed by the federal or provincial government and which are typically payable by the purchaser of an automobile, as opposed to those taxes or levies which are typically paid by the Dealer or Manufacturer (e.g. import taxes, etc.).

2.3 Year 2009 Models

<> now agrees that during the term of this Agreement, the Maximum Price for Year 2009 models of Light Duty Passenger or Work Duty Vehicles will be subject to the same terms and conditions as for Year 2009 models subject only to the following exceptions:

- (a) <> may not increase the price on any given type of Light Duty Passenger or Work Duty Vehicle except to the extent that <>'s published "introduction pricing levels" or "firm pricing" has increased over the Year 2009 model price and then only to a maximum as described in the Proposal to RFP PS09056.
- (b) If a "base" model in future years contains an item which was previously optional on the Year 2009 "base" model, <> may (but only insofar as it is in excess of any increase pursuant to (a)) increase the price of the base model by no more than the Year 2009 price of that option or item.

3.0 City Authorized to Perform Warranty Service

<> now confirms that, except for major repairs to engines and transmissions, the City is now authorized (at the City's sole option) to perform any and all warranty work on any and all Light Duty Passenger and Work Duty Vehicles owned by the City. The terms and conditions on which the City will perform such warranty work will be the same as those normally agreed upon between <> and its Lower Mainland authorized dealers in the same circumstances.

4.0 Training

<> now confirms that the training services outlined in the Proposal will continue to be offered at the prices set out in the Proposal for the term of this Agreement.

5.0 City Commitment to Brand Standardization

The City now agrees that the price guarantees provided pursuant to this Agreement are provided on the understanding that the City will, during the term of this Agreement, purchase all of its Light Duty Passenger and Work Duty Vehicles from <> (through the Approved Dealer), except where the City provides <> with prior written notice that the City's requirements as to timing or specifications cannot be fulfilled by <>, in which case <> can accept the City's option to purchase a limited number of vehicles from a competitor or alternatively can choose to exercise its termination rights as set out in Section __ of this Agreement.

6.0 Non-Factory Options

<> now confirms that with respect to the supply of spare keys, spare tires, parts, options and anything else other than the base models of Light Duty Passenger and Work Duty Vehicle, the rights of exclusivity set out in Section 6.0 do not apply and the City is not bound to acquire any such components from <> during the term of this Agreement.

7.0 Subject To City/<> Getting Agreement With Approved Dealer

Subject to Section 8.2, the City and <> now agree that this Agreement is conditional upon and will not become legally enforceable unless and until both the City and <> each enter into their own agreements with the Approved Dealer.

7.1 Parties to Get Agreement with Approved Dealer

For the City, this will be an agreement by which the City acquires the rights to certain administrative services from such Approved Dealer on approved terms and conditions. For <>, this will be an agreement by which <> obtains the obligation of the Approved Dealer to carry out, on <>'s behalf, certain of the obligations of <> under this Agreement. The parties now confirm that, for the purposes of this clause, each will provide written notice to the other that this condition precedent to this Agreement has been satisfied, failing which, this Agreement will be null and void.

7.2 Warranty Service/Third Party Parts Terms Effective Immediately

Despite Section 8.1, Sections 3.0 and 4.0 of this Agreement will take effect and become legally enforceable as of the Effective Date and may only be cancelled for cause.

8.0 Term of this Agreement

Subject only to Sections 8.0 and 9.0, this Agreement commences on the Effective Date and terminates on <>, unless prior to such expiry, the parties enter into a written amendment signed by both parties agreeing to renew or extend this Agreement on mutually agreeable terms and conditions.

9.0 Cancellation**9.1 Agreement Terminable on Notice**

Subject to Section 10.2, either party may cancel this Agreement on 30 days' prior written notice, or (in the event described in Section 6.0) immediately on written notice from <> to the City.

9.2 Warranty Service/Third Party Parts Terms Survive

Despite Section 10.1, no expiry or cancellation of this Agreement by either party will result in the expiry or cancellation of Sections 3.0 and 4.0 which may only be cancelled for cause.

10.0 Contract Documents

The following documents constitute the entire agreement between the City and <>

- (a) this Agreement
- (b) the Proposal
- (c) the Price List
- (d) the RFP

(herein collectively called the "Contract Documents").

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any of the terms or conditions contained in any other Contract Documents, the provisions of the Contract Documents will take precedence and govern over each other in the same order as is set out above.

[Note: We need to clarify which parts of the Proposal are expressly over-ridden by the Price List.]

11.0 Services

- 11.1 <> shall perform for the City the Services and the work set out the RFP and further described in Schedule A hereto and all such other Services and work as are necessary for or incidental thereto including supplying all labour, supervision, management, overhead, materials, supplies, freight, handling, transportation and all other things necessary for or incidental thereto (herein collectively called the "Services").
- 11.2 <> will at all times maintain a first class standard of care, skill and diligence in performing the Services, warranting that the Services shall be performed to the standard of experienced professionals in <>'s field.

12.0 Specifications

The Statement of Requirements as set out in the RFP has been prepared by tile City to describe in general terms the requirements of the Services and the performance criteria that the Services must satisfy. However, if there is any discrepancy in the description of the Services or any omission of performance criteria which would be detrimental to the level of effectiveness in providing the Service which it is intended to provide, <> shall rectify such a discrepancy or omission to the satisfaction of the City without further compensation.

13.0 Assignment

- 13.1 Subject to Section 14.2, Neither party may assign this Agreement or sub Contract to any person any right, duty or obligation hereunder without the prior written consent of the other party, which consent may be arbitrarily withheld and any attempt to assign or sub Contract without such consent will be null and void and of no effect.
- 13.2 Despite Section 14.1, <> will have the right to assign or sub Contract any of those obligations under this Agreement which, pursuant to Section 8.1, the Approved Dealer agrees with <> to carry out, provided always that <> remains liable under this Agreement to perform and carry out all of the obligations of <> set out in this Agreement.

14.0 Freedom of Information and Protection of Privacy Act (British Columbia)

The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), ("FOIPP"). All documents submitted to the City become the property of the City, will be received and held in confidence by the City and the information will not be disclosed except to the extent necessary for carrying out the City's purposes or as required by law.

15.0 <> Not Agent or Employee

Unless specifically agreed to in writing by the City, <> shall not be the employee or agent of the City and accordingly, shall not purport to enter into any Contract or subContract on behalf of the City, or otherwise act on its behalf and <> hereby acknowledges that the City shall not be required on its behalf to make remittances, filings or payments required by statute of employers and that <> shall not be entitled to the fringe benefits provided by the City to its employees.

16.0 Non-Waiver of Rights

Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of such terms and conditions and shall not affect or impair such terms and conditions in any way or the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such terms and conditions.

17.0 Notice

All notices which are required to be given or made pursuant to this Agreement shall be given or made in writing and shall be served personally or mailed by prepaid registered mail in the case of the City, delivered or addressed to:

City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

Attention: City Engineer and
Director of Legal Services

and in the case of <>, delivered or addressed to:

<>

Attention: _____

or at such other addresses as the parties may from time to time advise the other signatories hereto by notice in writing. The date of receipt of any such notice shall be deemed to be the date of delivery of such notice if served personally, or if mailed as aforesaid on the third judicial day next following the date of such mailing.

18.0 Entire Agreement

The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations and agreements whether verbal or written between the parties with respect to the subject matter hereof. <> hereby acknowledges that it is not relying on any representations of the City as to the performance of the Services, except as stated expressly herein.

19.0 Law of British Columbia

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof. The courts of British Columbia shall have jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Agreement and shall have

jurisdiction to hear and determine all questions as to the validity, existence or enforceability hereof. For the purposes of any legal actions or proceedings brought by the City in respect of this Agreement, the Contractor hereby irrevocably submits and attorns to the jurisdiction of the courts of British Columbia and acknowledges their competence and the convenience and propriety of the venue and agrees to be bound by any judgement thereof and not to seek and hereby waives, any review of its merits by the courts of any jurisdiction.

20.0 Most Favoured Customer

The Contractor shall treat the City as a most favoured customer with respect to the MFC Provisions and represents that all of the terms of the MFC Provisions are equivalent to or better than those offered to any other of its current customers for the same or similar hardware and services. If during the Warranty Period the Contractor amends or renews an existing agreement, or enters into a new agreement, with any other customer resulting in more favourable terms for such customer than are in the MFC Provisions, then the MFC Provisions shall be amended at the option of the City to provide to the City such more favourable terms in the MFC Provisions and a refund or credits thereby created.

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

The Corporate Seal of)	
<>)	
)	
was hereunto affixed in the)	
presence of:)	C/S
)	
_____)	
Authorized Signatory)	
)	
_____)	
Authorized Signatory)	
)	
The Common Seal of the)	
CITY OF VANCOUVER)	
was hereunto affixed in the)	
presence of:)	C/S
)	
_____)	
Authorized Signatory)	



CERTIFICATE OF INSURANCE (APPLIES TO SUCCESSFUL MANUFACTURER)

THIS CERTIFICATE IS ISSUED TO: City of Vancouver

And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

NAMED INSURED:

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

- 1. PROPERTY INSURANCE naming City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests (All Risks Coverage including Earthquake and Flood)
2. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form) Including the following extensions:
3. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles
4. UMBRELLA OR EXCESS LIABILITY INSURANCE

POLICY PROVISIONS:

Where required by the governing Contract, agreement, lease, permit or license, it is understood and agreed that:
a) City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing Contract, agreement, lease, permit or license;
b) THIRTY (30) days written notice of cancellation or reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
c) For City of Vancouver, all the forgoing insurance shall be primary and insurance or self-insurance maintained by City of Vancouver shall be in excess of this insurance and not contribute to it.

SIGNED BY THE NAMED INSURED (Tenant/Lessee/Contractor/Licensee/Permittee) Dated:
SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE Dated:
PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER



TO BE COMPLETED AND SUBMITTED ALONG WITH PROPOSAL

Section 2 through 8 – to be completed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.

NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or **DBA DOING BUSINESS AS**

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____	Insured Values (Replacement Cost) -
TYPE OF COVERAGE _____	Building and Tenants Improvement \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:

<input checked="" type="checkbox"/> Personal Injury	INSURER _____
<input checked="" type="checkbox"/> Property Damage including Loss of Use	POLICY NUMBER _____
<input checked="" type="checkbox"/> Products and Completed Operations	POLICY PERIOD From _____ to _____
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
<input checked="" type="checkbox"/> Employees as Additional Insureds	Per Occurrence \$ _____
<input checked="" type="checkbox"/> Blanket Contractual Liability	Aggregate \$ _____
<input checked="" type="checkbox"/> Non-Owned Auto Liability	All Risk Tenant's Legal Liability \$ _____
	Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	Limits of Liability
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER
