



INVITATION TO TENDER ("ITT") No.PS10007

SUPPLY AND DELIVERY OF SINGLE AXLE CONVENTIONAL CAB AND CHASSIS

Tenders will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday February 2, 2010 and registered at 11:00 A.M., Wednesday February 3, 2010

NOTES:

1. Tenders are to be submitted in sealed envelopes or packages marked with the Tenderer's Name, the ITT Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock at the Courier Delivery Drop-Off Office for this purpose.
3. DO NOT SUBMIT BY FAX

All queries related to this ITT shall be submitted
in writing to the attention of:

Dino Goundouvas
Buyer

Fax: 604.873.7057 mail: dino.goundouvas@vancouver.ca

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PART A - INSTRUCTIONS TO TENDERERS

NOTE: The definitions set out in Section 1.0 of Part B - General Conditions apply throughout this ITT, including this Part A of this ITT, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Description of Requirement

- 1.1 Tenders are invited for the supply and delivery of seven (7) Single Axle Conventional Cab and Chassis in accordance with the Requirements of this ITT for the City of Vancouver (the "City").
- 1.2 Tenderers are to submit Tenders for the full Requirements only. Partial responses may be put aside and given no consideration.
- 1.3 The City will only consider Tenders for complete units ("Units") as described in Appendix 3 - *Detailed Equipment Specifications and Compliance Matrix*.

2.0 Contract Term

- 2.1 The Term of any Contract awarded as a result of this ITT will start on the Effective Date and not expire until after the expiry of any applicable warranty period(s).

3.0 Pricing

- 3.1 Pursuant to Part A - Section 11.2, Tenders are irrevocable and therefore the pricing within the Tender is also irrevocable and may not be withdrawn or altered after the Closing Time.
- 3.2 Prices are to be quoted in Canadian currency (and exclusive of all taxes, F.O.B. destination to the Delivery Site(s), with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included).

4.0 Inquiries and Clarifications

- 4.1 It is the responsibility of the Tenderer to thoroughly examine these documents and satisfy itself as to the full requirements of this ITT. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, an addendum will be issued to all Tenderers.

5.0 Conduct of the Contract

- 5.1 The City's Manager - Supply Management shall have the conduct of the ITT on behalf of the City and will be the City's Designated Representative under the Contract.

6.0 Inspection of Site - Intentionally Omitted

7.0 Submission of Tender

- 7.1 The response to this ITT with all accompanying schedules, appendices or addenda submitted by the Tenderer will be received up to the Closing Time. Tenders are to be submitted utilizing Part E - Tender Form of this ITT and then enclosed in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.

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- 7.2 Tenders are to submit their Tenders in the following format:
- a) Part E - Tender Form
 - b) Documents Required pursuant to Table on First Page of Tender Form
 - c) Appendix 1 - Certificate of Existing Insurance
 - d) Appendix 3 - Detailed Equipment Specifications and Compliance Matrix
- 7.3 Tenders received after the Closing Time or in locations other than the Courier Delivery Drop-Off Office at the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, may or may not be accepted and may be returned unopened. The City may elect to extend the Closing Time.
- 7.4 The Tenderer shall submit two (2) copies of its Tender in accordance with the instructions stated in this ITT.
- 7.5 Tenders are to be submitted in English.
- 7.6 The Tenderer is to enter its full corporate or legal business name on the first page of Part E -Tender Form. The Tender Form is to be signed in the place provided by an authorized signatory of the Tenderer. All other pages of the Tender Form are to be initialed by the authorized signatory in the spaces provided.
- 7.7 Amendments to a Tender may only be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 7.8 Tenders are irrevocable after the Closing Time and so may only be withdrawn by written notice duly signed by the Tenderer's authorized signatory delivered to the office of Purchasing Services prior to the Closing Time.
- 7.9 All costs associated with the preparation and submission of the Tender, including any costs incurred by the Tenderer after the Closing Time, will be borne solely by the Tenderer.
- 7.10 Tenderers may include supplementary information, however all sections in Appendix 4 - Detailed Equipment Specifications and Compliance Matrix must be completed. Tenderers. Generic responses such as "See Attached Specifications" and "Comply" are not accepted.
- 7.11 By submitting a Tender, the Tenderer acknowledges and agrees that the liability of the City in connection with the ITT, the conduct or outcome of the ITT, all related processes, decisions and procedures, and any and all duties and obligations in connection with all of the foregoing, is limited in the aggregate to the maximum of \$1,000 (for any and all claims by the Tenderer combined with any and all claims of all other Tenderers and any and all other claimants in connection with the ITT), and that if payment is made by the City into Court (or into trust, for the benefit of all Tenderers and other such claimants, with a law firm reasonably selected for the purpose) of the said sum of \$1,000, then:
- a) that will be sufficient to fully release and discharge the City from all further liability; and

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- b) the Tenderer will, upon the request from time to time of the City, execute and deliver a release (in such form as the requesting party may reasonably prescribe).

8.0 Bid and Performance Security

- 8.1 The Tenderer shall include with its Tender a Bid Bond in the amount of ten percent (10%) of the Total Tender Price. Such Bid Bond must be issued by a surety company licensed to transact business in the British Columbia and must be in a form reasonably satisfactory to the City's Director of Legal Services. A certified cheque or letter of credit (in a form satisfactory to the City's Director of Legal Services) in the amount of ten percent (10%) is acceptable in lieu of a bid bond.
- 8.2 The Bid Bond of unsuccessful Tenderers will be returned to them as soon as possible after the Contract is awarded and the Bid Bond of the successful Tenderer will be returned to him/her upon the issuance of a Notice of Award by the City. The cost of all Bond premiums shall be included in the Total Tender Price.

9.0 Declaration – No conflict of Interest/ No Collusion

9.1 Declaration as to Conflict of Interest

The Tenderer now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Tenderer's or 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 in Part E - Form of Tender, Section 1.2.

9.2 Declaration as to Collusion

The Tenderer now confirms and warrants that

- a) the Tenderer 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 ITT; and
- b) the Tenderer is not competing within this ITT process with any entity which it is legally or financially associated or affiliated, except as set out Part E - Form of Tender, Section 1.3.

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10.0 Evaluation of Tenders

- 10.1 Tenders will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out in this ITT including, but not limited to:
- a) the Tenderer's ability to meet the Requirements, qualifications and competencies set out in this ITT;
 - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
 - c) equipment quality, configuration, age and condition;
 - d) Availability of parts;
 - e) Training;
 - f) Ability to meet delivery date;
 - g) Demonstration;
 - h) Ergonomics;
 - i) Ease of operations;
 - j) Fuel emissions/consumption;
 - k) Delivery/Lead Time; and
 - l) Any other criteria set out in the ITT or otherwise reasonably considered relevant.
- 10.2 The City may elect to short list some of the Tenderers and require short listed Tenderers to provide additional information or details, including making a presentation, supplying samples, demonstrations, and/or additional technical literature. Samples of items, when required, must be submitted within the time specified and at no expense to the City. If not destroyed in testing, they will be returned at the Tenderer's request and expense.
- 10.3 Prior to Contract award, the Tenderer must demonstrate financial stability. Should the City so request, the Tenderer is required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 10.4 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Tenderer as a result of such negotiations or modifications.
- 10.5 All Sub-contractors of the Tenderer will be subject to the same evaluation process. It is the responsibility of the Tenderer to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out in this ITT.
- 10.6 Preference may be given to Tenders offering environmentally beneficial products or services.

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11.0 Acceptance and Rejection of Tenders

- 11.1 Notwithstanding any other provision in the ITT documents, the City has in its sole discretion, the unfettered right to:
- a) accept any Tender;
 - b) reject any Tender;
 - c) reject all Tenders;
 - d) accept a Tender which is not the lowest Tender;
 - e) accept a Tender that deviates from the Requirements, Specifications or the conditions specified in this ITT;
 - f) reject a Tender even if it is the only Tender received by the City;
 - g) accept all or any part of a Tender; and
 - h) split the Requirements between one or more Tenderers.
- 11.2 All Tenders are irrevocable and remain open for acceptance for Ninety (90) days after the Closing Time, whether or not another Tender has been accepted.
- 11.3 Any deviations from the Requirements, Specifications or the conditions specified in this ITT, must be clearly stated in the Tender. The City will be the sole judge as to what constitutes an acceptable Tender deviation. If no deviations are indicated in the Tender, the Tender constitutes a legally binding offer by the Tenderer to perform in full compliance with the Requirements, Specifications and conditions of this ITT.
- 11.4 The City may waive any non-compliance with the ITT, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this ITT and may elect to retain for consideration Tenders which are non-conforming, which do not contain the content or form required by the ITT or which have not complied with the ITT process for submission.

12.0 Award of Contract

- 12.1 Award of a Contract is contingent on funds being approved and the contract award being made by City Council, if applicable.
- 12.2 The City will notify the successful Tenderer(s) in writing that it has been awarded the Contract by issuing a Notice of Award.
- 12.3 The Notice of Award and subsequent purchase order terms and conditions, excluding the provision titled "The City's Offer", will apply unless otherwise agreed in writing by the City.
- 12.4 The Notice of Award, Tender, ITT, purchase order(s), and such other documents including all amendments or addenda, will form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) the Notice of Award,

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- b) subject to Section 12.3, the City's purchase order including the standard purchase order terms and conditions (which may be downloaded from <http://vancouver.ca/fs/bid/terms.htm>;
 - c) or any mutually agreed to written amendments between the Tenderer and the City;
 - d) the Tender; and
 - e) the ITT and any subsequent addenda.
- 12.5 Where the head office of the successful Tenderer is located within the City of Vancouver and/or where the successful Tenderer is required to perform any Work at a site located within the City of Vancouver, the successful Tenderer is required to have a valid City of Vancouver business license prior to Contract execution.
- 12.6 The City is not under any obligation to award a Contract and may elect to terminate this ITT at anytime.

13.0 Quantities

- 13.1 The quantities stated in this ITT 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 vendor catalogue number, it is for the purpose of establishing a grade or quality of goods, material, equipment and/or services only. It is not intended to rule out competition from equal brands or makes. If, however, a product other than that specified is offered, it is the Tenderer's responsibility to name such a product in its Tender. Evidence of equality in the form of samples may be requested.

15.0 Alternates and/or Variations to Specifications

- 15.1 Except where otherwise stated, the Specifications describe what is considered necessary to meet the performance requirements of the City and Tenderers should bid in accordance with such Specifications, or if the Tenderer cannot meet the Specifications, the Tenderer may offer an alternative which it believes to be the equivalent.
- 15.2 Tenderers shall clearly indicate any variances from the City's Specifications 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 bidding on goods, materials, equipment and/or services that meet the Specifications, the Tenderer wishes to offer an alternative, the alternative Tender shall be submitted separately in the same format as the initial Tender.
- 15.4 The City is not obligated to accept any alternatives.
- 15.5 The City will determine what constitutes allowable variations.

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16.0 Environmental Responsibility

- 16.1 The City is committed to preserving the environment. Tenderers shall 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 Tenderer shall indicate the nature of the hazard in its Tender.
- 16.2 The Tenderer agrees 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.

17.0 Named Sub-contractors

- 17.1 The Tenderer agrees that the Sub-contractors shown in its Tender are the Sub-contractors that it proposes to use to carry out the Requirements. The Tenderer agrees to engage the listed Sub-contractors and no others in their stead without prior written authorization of the City.
- 17.2 The City may or may not reject Tenders from any Tender that proposes to sub-contract all or substantially all of the Requirements.

18.0 Access to/Ownership of Tender Information

18.1 ITT Documents Remain/Tender Becomes - City's Property

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

18.2 Tenderer'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 Tender in the course of publicly reporting to the Vancouver City Council on the Invitation to Tender results or announcing the results of the Tenders to the Tenderer, the City will treat all material and information expressly submitted by the Tenderer (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

The Tenderer 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 Tender (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 Tender (or any other submissions) including, without limitation, records relating only to the Tenderer.

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18.3 All City Data/Information is Confidential

The Tenderer will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Tenderer at any time (whether before or after the Closing Time). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Tenderer will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Tenderer 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 Tenderer's possession or knowledge in connection with this Tender process is confidential and may not be disclosed or utilized in any way except in accordance with this Invitation to Tender.

18.4 Disclosure Requires Prior Consent

The Tenderer may not divulge any information respecting the Tender 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).

18.5 Declaration of Confidentiality

The Tenderer 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 tender opening:

- a) the information supplied by the Tenderer in response to this Invitation to Tender is expressly provided in strict confidence;
- b) any records made of the evaluation of the Tenderer's Tender and all other submissions will be the property of, and private to, the City and will not be disclosed to the Tenderer 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 Tenderer'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 Tenderer's competitive position, harm the City's ability to engage in competitive procurement of goods and services, and result in undue financial loss to the Tenderer and/or the City.

19.0 Special Conditions

- 19.1 Where Special Conditions are attached to this ITT and they conflict in any way with any other part of this ITT, the Special Conditions shall take precedence.

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PART B - GENERAL CONDITIONS

1.0 Definitions

The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

"Act of God" means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;

"BC Motor Vehicle Legislation" means all British Columbia legislation relating to the equipping and manufacturing of vehicles for operation in British Columbia and includes without limitation and by way of example only, the *Commercial Transport Act*, *Commercial Transport Regulations*, *Motor Vehicle Act*, and *Motor Vehicle Regulations* of British Columbia.

"City" means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*;

"City's Designated Representatives" means the City's employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract, and includes the person or person holding the title set out in Part A - Section 5.0 - *Conduct of Contract*;

"Closing Time" means the closing date, time, and place as set out on the title page of this ITT;

"Contract" means the agreement formed between the City and the Contractor as evidenced by the City's issuance of a Notice of Award;

"Contract Documents" means the ITT, any Amendments or Addenda issued pursuant to this ITT, the Contractor's Tender, any City purchase order, and any changes to the foregoing agreed to in writing by the parties;

"Contract Price" means the price(s) for the Product and Work set out in the Tender Form;

"Contractor" means the successful Tenderer (whether an individual, partnership, corporation or combination of same, including joint venturers) who or which executes the Tender which is then accepted in writing by the City;

"Delivery Date" means the date(s) on which the City requires the Contractor to deliver the goods to the City's Delivery Site;

"Delivery Site" means Manitoba Works Yard, Equipment Services, 250 West 70 Ave.V5X 2X1;

"Effective Date" means that date which is Seven (7) days after the date of award of this Contract by the City to the Contractor;

"F.O.B." means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as "F.O.B." or "Delivery Site";

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"GST" means the goods and services tax administered under the *Excise Tax Act* (Canada) and any successor tax or levy therefore in force from time-to-time;

"ITT" means this Invitation to Tender including, but not limited to: Part A - Instructions to Tenderers; Part B - General Conditions; Part C - Special Conditions; Part D - Requirements; Part E - Tender Form; Appendix 1 - Certificate of Existing Insurance; Appendix 2 - Certificate of Insurance; Appendix 3 - Detailed Equipment Specifications and Compliance Matrix and any additional attachments listed in the Table of Contents; and any amendments, addenda, and/or clarifications pertaining to this ITT that may be issued prior to the Closing Time;

"Letter of Credit" means the security for performance required to be posted by the Contractor pursuant to Part B - General Conditions - Section 20.9 and the Notice of Award;

"Minimum Warranty Period" means the period of time starting on the Effective Date and expiring one year after the Warranty Start Date for the last Unit delivered to and accepted by the City under this Contract;

"Product" means, depending on the context, one or more Units;

"PST" means British Columbia provincial sales tax administered under the *Social Service Tax Act* and any successor tax or levy therefore in force from time-to-time;

"Requirements" means all of the Specifications, requirements and obligations of the Contractor set out in this ITT;

"Security Clearance" means that level of security clearance required by the City or its police department for Contractor personnel accessing the information or premises required to be accessed in order to perform the Work under this Contract;

"Specifications" means that part of the Requirements set out in Appendix 4 - *Detailed Equipment Specifications and Compliance Matrix*;

"Tender" means an offer submitted by the Tender in response to this ITT and in substantial compliance with this ITT;

"Tenderer" means the individual, partnership, corporation or combination of same, including joint venturers, who or which are named as such on the first page of Part E - Tender Form;

"Unit" means **Single Axle Conventional Cab and Chassis**.

"Warranty" has the meaning set out in Section 14.0 - *Warranty* of these General Conditions;

"Warranty Start Date" has the meaning set out in Section 14.5 of these General Conditions;

"WorkSafeBC" means the Workers Compensation Board, a provincial Crown corporation created pursuant to the *Workers Compensation Act* (British Columbia);

"WorkSafeBC Rules" means the *Workers Compensation Act* (British Columbia), including without limitation, the *Occupational Health & Safety Regulation* enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time;

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"Work" means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;

"Work Schedule" means those Requirements which relate to the dates and times by which the Contractor is required to deliver the Product and Work;

"Work Site" means the site where the Work is being performed.

2.0 Notices

2.1 Any notice required to be given in regards to the Contract(s) shall be given in writing and if addressed to the City will be sent to the civic address, fax number or e-mail address provided by the City from time to time for the City's Designated Representative, and if to the Contractor will be sent to the civic address, fax number, or e-mail address set out in its Tender or otherwise provided by the Contractor from time to time.

2.2 No notice will be deemed to have been received by the recipient unless and until its receipt is acknowledged by the recipient or, alternatively, is delivered by hand or sent by registered mail to the civic address (in which case it will be deemed to have been received on the first business day after its actual receipt or arrival at such civic address).

3.0 Assignment

3.1 Neither the Tender nor the Contract (nor any of the rights of payment under the Contract Documents) may be assigned, sub-let, or otherwise disposed of transferred in any way nor in whole or in part by the Contractor (except as expressly named and disclosed in the Section 5.1 of the Tender Form or expressly permitted pursuant to Section 5.0 below) without the prior written consent of the City, which consent may be arbitrarily withheld.

3.2 In the event that the City consents to any such assignment or other disposition, the Contractor will not be relieved of any of its obligations under the Contract and will remain fully liable under the Contract to perform the Requirements.

4.0 Independent Contractor

4.1 The Contractor, its sub-contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

5.0 Sub-Contractors

5.1 Subject to Section 5.2, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Requirements to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.

5.2 Despite Section 5.1 above, the Contractor may utilize those sub-contractors expressly named in Section 5.1 of the Tender Form but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, sub-

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contract, or let out as task work their obligations under the Contract Documents, except in accordance with Section 5.1 above.

- 5.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Requirements, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

6.0 Time of the Essence

- 6.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

7.0 Laws, Permits and Regulations

- 7.1 The laws of British Columbia shall govern the Contract and the parties now irrevocably attorn to the jurisdiction of the courts of British Columbia.
- 7.2 All provisions of the *International Sale of Goods Act* are specifically excluded from application of this Contract.
- 7.3 In carrying out the Requirements, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

8.0 Workplace Hazardous Materials Information System ("WHMIS")

- 8.1 The Contractor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization from the City.

9.0 Product Standards

- 9.1 The Product shall comply with all standards referred to in the Specifications.
- 9.2 All electrical items shall comply with the relevant sections, latest editions, of versions of the Canadian Standards Association (CSA) standard C22.1, Canadian Electrical Code (CEC), Electrical Safety Branch - BC Amendments to CEC Regulations and Bulletins, the City's Electrical Bylaw, and the National Building Code.

10.0 Changes in Requirements

10.1 City May Request

The City may, by giving written notice to the Contractor, be entitled to request amendments to the Requirements. Upon receipt of such notice, the Contractor will, as soon as practicable and in no event later than five (5) days after receipt of such notice, inform the City of any adjustments to the Work Schedule or Contract Price, either advancing or delaying the Work Schedule or increasing or decreasing the Contract Price, that would be necessitated by such change in the Requirements, or will notify

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the City that no adjustment is required. If adjustments to the Work Schedule or Contract Price are necessary and the City confirms in writing that such adjustments are acceptable to it, the Requirements, Work Schedule, and the Contract Price will then be deemed to be amended as agreed by the City

10.2 Disputes Over Requested Change

If the City determines that such adjustments, or no adjustments, to the Work Schedule or Contract Price are unacceptable and the City and the Contractor are unable to agree on a mutually acceptable adjustment to same, the City may elect to pursue any one of the following options:

- a) The City may refer the issue to arbitration to determine the appropriate adjustments pursuant to Section 25.0 - *Dispute Resolution* (in which case the parties will be deemed to have mutually and irrevocably agreed to arbitration pursuant to Section 25.1).
- b) The City may proceed with this Contract without the proposed change in Requirements.
- c) The City may cancel all or any part of the Contract, provided the City gives the Contractor at least
 - (i) 90 days prior written notice of cancellation with respect to any given category of Product or Work (as those categories are set out in Tender Form), or
 - (ii) One Hundred and Twenty (120) days prior written notice of cancellation with respect to a cancellation of all Product and Work (excluding any and all Product and Work already delivered).

10.3 Disputes as to Requirements (Where No Prior Change Request)

The City's Designated Representative may issue orders or instructions with respect to the timing, quality and quantity of the Work. They will be obeyed, performed and complied with by the Contractor promptly, efficiently and to the satisfaction of the City. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of the Contract Documents or involve a change in the Requirements, it will so notify the City in writing before proceeding to carry them out and, in any event, within Two (2) days of the receipt of such orders or instructions. The giving of such notice to and receipt by the City's Designated Representative will not constitute an acknowledgment by the City as to the validity of the claim, and the will then be at liberty to contest or dispute the claim. If the Contractor does not so notify the City within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Requirements. Nevertheless, the giving of such notice to the City will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

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11.0 Delivery

- 11.1 Deliveries must be made between 8:00 a.m. and 3:00 p.m. Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed in writing. A material safety data sheet ("MSDS") must accompany all shipments containing products regulated under WHMIS legislation.

12.0 Quality of Workmanship and Materials

- 12.1 The Contractor shall perform the Work with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the ITT.
- 12.2 Materials, goods and equipment shall be new, free and clear of all liens, charges and encumbrances, the latest model, complete with all necessary accessories for operation and be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials or equipment.
- 12.3 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

13.0 Inspection

- 13.1 All goods, materials, equipment and/or services are subject to inspection and approval upon delivery. The City has the right to refuse acceptance of such goods, materials, equipment and/or services that are not in accordance with the Specifications, Requirements or the Contractor's warranty (expressed or implied).
- 13.2 Acceptance or rejection of the goods, materials, equipment and/or services shall be made as promptly as practical, but failure to inspect and accept or reject the goods, materials, equipment and/or services shall not relieve the Contractor from responsibility for such goods, materials, equipment and/or services that are not in accordance with the Contract.
- 13.3 The City shall be the final judge of all goods, materials, equipment and/or services in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final. Materials, goods or equipment not accepted will be returned to the Contractor at the Contractor's expense.
- 13.4 The City will not be deemed to have accepted the goods, materials, equipment and/or services by virtue of a partial or full payment for them.

14.0 Warranty

- 14.1 The Warranty set out in this Section 14.0 is the minimum warranty under this Contract. The Contractor is bound by all additional warranties set out in the Specifications and, where the City has selected any separately priced additional, optional or extended warranties by indicating same in the Notice of Award, the Contractor and City will be bound in the manner set out in the Notice of Award.

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- 14.2 The Contractor warrants that, for at least One (1) year from the Warranty Start Date, the Unit supplied to, and Work performed by the Contractor for, the City will be in full conformity with the Requirements as well as samples, if any, and if so, then this is a sale by sample as well as by description within the meaning of the *Sale of Goods Act* (British Columbia).
- 14.3 The Contractor further warrants that for at least One (1) year from the Warranty Start Date, the Unit and Work will be of merchantable quality, and fit for the intended use and will perform according to the Requirements.
- 14.4 The warranty set out in Sections 14.2 - 14.3 above will include all parts and labour delivered and performed at the location of delivery of the Unit to the City.
- 14.5 The warranty start date ("Warranty Start Date") for each Unit is the date on which the City puts that Unit into service, or Three (3) months after acceptance of the Unit, whichever is sooner.
- 14.6 The City will notify the Contractor of the date that the Unit goes into service.
- 14.7 The warranty is to be in the name of the City of Vancouver, Equipment Services Branch.
- 14.8 The Contractor now warrants that all claims and representations made by the Contractor with respect to third party products and services have been fully authorized by that third party.
- 14.9 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

15.0 Protection of Person and Property

- 15.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Requirements, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Requirements or caused in any other manner whatsoever by the Contractor or those for whom in law it is responsible.
- 15.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the performance of the Requirements.

16.0 Rectification of Damage and Defects

- 16.1 The Contractor shall rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage forthwith upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

17.0 Clean Up - Intentionally Omitted

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18.0 Indemnification

- 18.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 18.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 18.3 The Contractor shall pay all royalties and license fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the performance of the Requirements.
- 18.4 The Contractor shall assume the defense of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

19.0 Termination

- 19.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
 - b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
 - c) any failure of the Contractor to meet the safety requirements of the Contract;
 - d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contract; or
 - e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.
- 19.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such goods, materials, equipment and/or services as have been supplied up to the date of the termination of the Contract(s).

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19.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods, materials, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

20.0 Insurance and Letter of Credit Requirements

20.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its sub-contractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below.

20.2 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 cancellation or material change resulting in reduction of coverage. Notice must identify the Contract title, number, policyholder, and scope of work.

20.3 The Contractor 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.

20.4 Neither the providing of insurance by the Contractor 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 Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.

20.5 The insurance coverage shall be primary insurance with respect to liability arising out of the operation of the Contractor. 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.

20.6 Within seven (7) days of the City's issuance of the Notice of Award, the Contractor shall provide the City with evidence of all required insurance in the form of Appendix 3 - *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, throughout the term of this Contract, similar evidence of renewals, extensions or replacement of all required insurance must be forwarded to the City's Designated Representative prior to the effective date of same. At any time, and from time to time, and within 7 days of a request for same, certified copies of all insurance policies will be made available to the City's Designated Representative.

20.7 The Contractor shall provide in its agreements with its Sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Designated Representative 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.

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20.8 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

a) Commercial General Liability

The Contractor will maintain Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and their respective officers, officials, employees, 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 dollars (\$5,000,000) 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 (\$5,000) 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;
- (iii) contain a cross-liability or severability of interest clause;
- (iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

b) Third Party Auto Liability Insurance

The Contractor 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 Contractor in connection with this Contract.

c) All Risk Property Insurance

The Contractor will maintain all risks insurance protecting the Contractor 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.

20.9 Letter of Credit

- a) Letter of credit (the "Letter of Credit") may be required under this Contract except where expressly deleted from the Requirements in the Notice of Award.

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- b) security for the performance of the Requirements, the Contractor may be required within seven (7) days of the City's issuance of a Notice of Award, deliver the Letter of Credit to the City.
- c) Letter of Credit must be a clean, unconditional irrevocable demand letter of credit, payable in the amount specified in the Notice of Award, and issued in favour of the City by a Schedule I or Schedule II Canadian chartered bank or such other bank previously approved in writing by the City's Director of Legal Services and issued in a form and on terms previously approved the City's Director of Legal Services.
- d) Letter of Credit must contain an automatic extension clause so that it remains valid from the Effective Date through to the expiry of the Minimum Warranty Period and may be drawn on by the City to reimburse the City for any losses or damages suffered by the City as the result of any breach of this Contract by the Contractor during the Minimum Warranty Period.
- e) Successful performance of the Contractor's obligations under this Contract for the Minimum Warranty Period, the City will return the Letter of Credit.

21.0 WorksafeBC Compliance

- 21.1 Within seven (7) days of the Notice of Award, the Contractor must provide evidence that it is registered and in good standing with WorkSafeBC.
- 21.2 The Contractor 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.
- 21.3 The Contractor 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 Contractor. 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.
- 21.4 The City now designates the Contractor as the Prime Contractor, and the Contractor 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.
- 21.5 The Contractor 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:
 - (i) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
 - (ii) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor'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,

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- regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC, or
- (iii) any breach of the Contractor's obligations under this General Condition.

22.0 Character of Workers

- 22.1 On the written request of the City, the Contractor will remove any employee, sub-contractor or agent for any reason including but not limited to the following:
- a) lack of or failure to obtain any required Security Clearance;
 - b) intoxication;
 - c) use of foul, profane, vulgar or obscene language or gestures;
 - d) solicitation of gratuities or tips from any person for services performed under the Contract;
 - e) wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
 - f) any action which may constitute a public nuisance or disorderly conduct.
- 22.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, sub-contractor or agent has been removed from further involvement with this Contract.

23.0 Unavoidable Delay

- 23.1 Except for the performance of obligations to pay money, time periods for the City's and the Contractor's performance under this Contract will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strike or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or labour affiliations of the Contractor's employees and Sub-contractors, or governmental action taken in the enforcement of law specifically against the Contractor.

24.0 Failure to Perform

- 24.1 Should the Contractor neglect to execute the Requirements properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.
- 24.2 If the Contractor fails to perform any provision of this Contract, the City may upon Ten (10) days' written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have, including without limitation and by way of example only, the remedies set out in Section 24.1 above as well as any and all remedies afforded by any security for performance issued by the Contractor under this Contract, such as a performance bond, letter of credit, or insurance, all of which will survive any such termination of the Contract.

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25.0 Dispute Resolution

- 25.1 All claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.
- 25.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia.
- 25.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 25.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

26.0 Contract Price/Payment

- 26.1 The Contract Price is fixed and may not be changed by either party except to the extent mutually agreed upon by both parties in writing pursuant to Section 10.0 - *Changes in Requirements*.
- 26.2 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, equipment and or services, whichever is the later.

27.0 Taxes

- 27.1 Unless otherwise provided herein, the City will pay the GST and PST on the Contract Price to the Contractor, provided that any increase or decrease in such GST and PST will proportionately increase or decrease the amount due under the Contract(s).
- 27.2 The Contract Price is deemed to be exclusive of GST and PST. However, all other governmental taxes, levies, and fees, as well as all other costs relating to freight, handling, import duties, brokerage, royalties, handling, overhead, profit and any and all other costs are deemed to be included in the Contract Price.
- 27.3 Invoices must separately show the appropriate amounts for GST and PST.

28.0 Non-resident Withholding Tax

- 28.1 The *Income Tax Act (Canada)* requires that payments to non-residents for any work performed in Canada may be subject to a non-resident withholding tax. Exemption from this withholding tax is available in some circumstances, but the Contractor must apply directly to the Canada Revenue Agency (CRA) at least 30 days before commencing the work and should seek the advice of a Canadian tax lawyer.
- 28.2 The City is legally required by the *Income Tax Act (Canada)* to withhold a specified amount from any payment to a non-resident (as defined in the Act) where no exemption certificate can be produced to the City by that non-resident. The amount of

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the withholding is determined by the residency of the non-resident and the applicable Income Tax Act Regulations.

29.0 Failure to Enforce

29.1 Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in this Contract will not constitute a waiver of such terms and conditions and will 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.

30.0 Successors and Assigns

30.1 This Contract will benefit and bind each party and its successors and permitted assigns.

31.0 No Promotion of Relationship

31.1 The Contractor must 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 Contractor to perform the Contractor's obligations under the terms of the Contract). The Contractor undertakes not to use "VANOC", "Vancouver 2010", any official emblem, logo or mascot of the City or of 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Contractor undertakes 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 Contractor and the IOC, the Olympics or the Olympic Movement.

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PART C - SPECIAL CONDITIONS

1.0 City's Option to Purchase Additional Units

- 1.1 The Tenderer will be required to grant the City the Option (as defined below) and the City will then have the option to include or delete same from the Contract by indicating same in the Notice of Award.
- 1.2 The Contractor now irrevocably grants the City the option to purchase (the "Option") up to twenty (20) additional identical Units, subject to model year availability and the U.S./Canadian dollar exchange rate.
- 1.3 The Option will expire if not exercised by the City within Two (2) years of the Closing Time.
- 1.4 The Option must be exercised by delivery of written notice to the Contractor prior to its expiry.
- 1.5 For further certainty, the Option may be exercised in part or in whole or in any combination of Units, provided always that the City complies with Section 4.3 above.
- 1.6 Upon valid exercise of the Option, the City will have the right to purchase the additional Unit specified in each Option notice at the same price and on the same terms and conditions as the first seven (7) Single Axle Conventional Cabs and Chassis Units, except as follows:
 - a) The Contractor will deliver each additional Unit within Six (6) months of the City's exercise of the Option for that Unit.
 - b) All other Requirements as to timing will be performed within the same period of time measured from the exercise of the Option as they were originally required as measured from the award of the Contract. So, for further certainty, and by way of example only, the delivery of the Certificate of Insurance and Letter of Credit for the additional Unit will occur within Seven (7) days of Option exercise as opposed to award of Contract.

2.0 City's Option to Acquire Optional Equipment/Warranty Coverage

- 2.1 As set out in the Specifications and Part E - *Tender Form*, Section 3.0 - *Schedule of Prices and Quantities*, the City has asked for separate prices, terms and conditions for certain options and warranty coverage.
- 2.2 Where the Tenderer has provided the requested pricing, terms and conditions for any given option and the City has elected to include same in the Contract, the City will do so by indicating same on the Notice of Award and the Tenderer will then be bound to supply the option on the terms and conditions of this Contract as modified by the pricing, terms and conditions set out in that Tenderer's Tender Form.

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PART C - SPECIAL CONDITIONS

3.0 Required Documentation

3.1 The following documentation shall accompany each Unit at time of delivery. Failure to include all or some of the listed documents will delay the City's acceptance of the Unit:

- c) Copy of the Contractor's invoice to the City for the Unit;
- d) British Columbia Motor Vehicle Branch form APV/9T - transfer tax form/statement of vehicle origin or equivalent document from originating jurisdiction;
- e) Customs documentation, if applicable; and
- f) All other documents required by the Specifications to be delivered concurrently with the Unit.

3.2 The City of Vancouver address shown on the documentation should read the same as the Delivery Site address set out in Section 14.7 - *Warranty* of Part B - General Conditions.

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PART D - REQUIREMENTS

[INTENTIONALLY OMITTED]

**INVITATION TO TENDER NO. PS10007
SUPPLY AND DELIVERY OF SINGLE AXLE CONVENTIONAL CAB AND CHASSIS
PART E - TENDER FORM**

Tenderer's Name: _____
"Tenderer"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Attach additional pages immediately behind this page for Sub-contractors, if applicable.

To the City of Vancouver,

The undersigned Tenderer, having carefully read and examined the ITT including the Instructions to Tenderers, General Conditions, Special Conditions, Requirements, Specifications and all addenda and having full knowledge of the Requirements described herein, does offer to provide the goods, materials, equipment and/or services in accordance with the Specifications, terms and conditions set out in the ITT (except as noted herein) and in accordance with the pricing set out in the Tender form.

Required Documents:

Description	Reference	Required	Received
Bid Bond in the amount of ten percent (10%) of Total Tender Price	Part A Section 8.1(a)	Yes	
Certificate of Existing Insurance	Part C - Section 1.0 & Appendix 2	Yes	

If the above documents do not accompany the Tender at the time of opening, the Tender is put aside and given no further consideration.

To be Initialled at Tender Opening:

Manager, Supply Management or designate

Witness

**INVITATION TO TENDER NO. PS10007
SUPPLY AND DELIVERY OF SINGLE AXLE CONVENTIONAL CAB AND CHASSIS
PART E - TENDER FORM**

1.0 Compliance

- 1.1 By initialling each item, the Tenderer acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements.
- 1.2 With respect to Part A - Instructions to Tenderers, Section 9.1 - *Declaration as to Conflict of Interest*, the Tenderer now conclusively declares there are no such conflicts of interest unless the Tenderer deletes this note and describes any and all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest in the space provided for same in the Table below (by indicating "Does Not Comply" and providing the details under the Column entitled "Variations, etc.").
- 1.3 With respect to Part A - Instructions to Tenderers, Section 9.2 - *Declaration as to Collusion*, the Tenderer now conclusively declares there has been no such collusion unless the Tenderer deletes this note and describes any and all affiliations or relationships that might give rise to collusion or an appearance of collusion in the spaces provided for same in the Table below (by indicating "Does Not Comply" and providing the details under the Column entitled "Variations, etc.").

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A (Except Section 9.1/9.2)</u> Instructions to Tenderers			
<u>Part A - Section 9.1</u> Conflict of Interest (See Tender Form Section 1.2 above)			
<u>Part A - Section 9.2</u> Collusion (See Tender Form Section 1.3 above)			

**INVITATION TO TENDER NO. PS10007
SUPPLY AND DELIVERY OF SINGLE AXLE CONVENTIONAL CAB AND CHASSIS
PART E - TENDER FORM**

2.0 References

2.1 The following is a list of references for similar goods, materials, equipment and/or services supplied by the Tenderer to other clients. The Tenderer agrees that the City may contact these references at its discretion. In addition, the City may also contact any other organization for the purposes of evaluating the Tenderer's company and Tender.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

**INVITATION TO TENDER NO. PS10007
 SUPPLY AND DELIVERY OF SINGLE AXLE CONVENTIONAL CAB AND CHASSIS
 PART E - TENDER FORM**

3.0 Schedule of Price and Quantities:

Item	Qty.	Description	Unit Price	Total
1.	7	2009 or Newer Single Axle Conventional Cab and Chassis in accordance with the Specifications set out herein. Make: _____ Model Year and No.: _____ Advance Tire Disposal Fee Battery Levy	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
TOTAL (Excluding Letter of Credit & Additional Unit Option Prices):				\$ _____

**INVITATION TO TENDER NO. PS10007
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3.1 Separately Priced Items:

Item	Qty.	Description	Unit Price	Total
a.	7	Air Weigh Scales model OA5803B1A on Rear Axle that is accurate within One Hundred Kg. (100 kg) with Readout in Cab.	\$ _____	\$ _____
b.	7	Passenger Seat - Two Person Bench Seat.	\$ _____	\$ _____
c.	7	Any options that may be used specifically for municipal work.	\$ _____	\$ _____
Total				\$ _____

**INVITATION TO TENDER NO. PS10007
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PART E - TENDER FORM**

4.0 Other - Intentionally Omitted

5.0 Sub-contractors

5.1 Sub-contractors to be used in the performance of the Contract are listed below. (If no sub-contractors will be used, indicate "Not Applicable").

Company Name, Address	Contact Name	Telephone No.	Area of Responsibility

**INVITATION TO TENDER NO. PS10007
SUPPLY AND DELIVERY OF SINGLE AXLE CONVENTIONAL CAB AND CHASSIS
PART E - TENDER FORM**

6.0 Tenderer's Declaration

The undersigned Tenderer confirms that it has read and agreed to the Requirements of this ITT and that any and all deviations have been clearly noted.

The Tenderer agrees that if this Tender is accepted within one hundred and twenty (120) calendar days from the Closing Time, the undersigned Tenderer agrees to supply the City of Vancouver with all or any part of the items upon which prices are stated, at the price set opposite each item and to deliver the same at the designated point or points within the time specified, and in accordance with the Requirements set out in this Tender.

Authorized Signatory for the Tenderer

Date

Name and Title (*please print*)

**INVITATION TO TENDER NO. PS10007
SUPPLY AND DELIVERY OF SINGLE AXLE CONVENTIONAL CAB AND CHASSIS
PART E - TENDER FORM**

7.0 Acceptance of Tender

ACCEPTANCE

Date of Acceptance _____

The City hereby accepts the Tender for:

(a) the supply and delivery of the goods, materials, equipment and/or services [Insert "described herein" or "that portion of the goods, materials, equipment and/or services set out below: [List Here]"; and

(b) the Letter of Credit in the amount of [Insert "\$250,000", "\$500,000" or "NIL-DELETED" as applicable]

(c) Option to Purchase Additional Units [Insert "Included" or Deleted"]

(d) the following Options: [Insert any and all other Tendered Options which City has elected to include here]

at the prices and on the Terms and Conditions set forth in the Tender:

City of Vancouver, by its authorized signatory:

Approved for Director of Legal Services:



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND SUBMITTED ALONG WITH
PROPOSAL/TENDER**

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

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles **with endorsement showing insurance coverage for use of demonstration vehicle by City personnel for evaluation and testing purposes prior to award as per Specification Item 1, Section D. Demonstration Unit.**

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

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

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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



CERTIFICATE OF INSURANCE
[To be completed and submitted by successful Tenderer upon Notice of Award in accordance with Part B – Section 20.0]

Section 8 b) – to be completed by City staff. Select # of days Written Notice is required.
Section 2 through 7 – 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 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.

2. NAMED INSURED: (must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)

MAILING ADDRESS:

LOCATION ADDRESS:

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

3. PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests (All Risks Coverage including Earthquake and Flood)
INSURER:
TYPE OF COVERAGE:
POLICY NUMBER:
POLICY PERIOD: From to
INSURED VALUES: (Replacement Cost)
Building and Tenants Improvement: \$
Contents and Equipment: \$
Deductible Per Loss: \$

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
Including the following extensions:
Personal Injury
Products and Completed Operations
Cross Liability or Severability of Interest
Employees as Additional Insureds
Blanket Contractual Liability
Non-Owned Auto Liability
LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
Per Occurrence: \$
Aggregate: \$
All Risk Tenant's Legal Liability: \$
Deductible Per Occurrence: \$

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles
INSURER:
POLICY NUMBER:
POLICY PERIOD: From to
LIMITS OF LIABILITY:
Combined Single Limit: \$
If vehicles are insured by ICBC, complete and provide Form APV-47.

6. UMBRELLA OR EXCESS LIABILITY INSURANCE
INSURER:
POLICY NUMBER:
POLICY PERIOD: From to
LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
Per Occurrence: \$
Aggregate: \$
Self-Insured Retention: \$

7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. POLICY PROVISIONS:
Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
a) The 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) SIXTY (60) days written notice of cancellation or material change resulting in 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) The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

**DETAILED EQUIPMENT SPECIFICATIONS
AND COMPLIANCE MATRIX**

1.0 Detailed Equipment Specifications and Compliance Matrix

<p>Specifications</p> <p><i>(Tenderers: do not write in this section)</i></p>	
<p>INSTRUCTIONS: Supplementary information may be provided, but all sections must be completed. Generic responses such as “See Attached Specifications” and “Comply” are not accepted.</p> <p>GENERAL SPECIFICATIONS</p> <p>A conventional type cab and chassis with dual rear wheel drive being configured for a dump box. Primary application for the truck is transport of materials, moderate trailer towing, and snow removal operations. Minimum vehicle specification requirements given application are for a GVWR of 17,689 kg (39,000 lb) and a GCVWR at 19,000 kg (42,000 lb).</p> <p><u>State:</u> 1. Make and model of vehicle.</p>	<p>1. _____</p>
<p>A. CHASSIS</p> <p>1. <u>Chassis</u> A conventional type cab and chassis configured primarily for dump truck application having capability for driver and 1 passenger.</p> <p><u>State:</u> 1. Type.</p>	<p>1. _____</p>
<p>2. <u>Vehicle Weight</u> Proposed vehicle shall have minimum operating weight capability as follows: - <u>17,689 kg (39,000 lb) GVWR</u> - <u>19,000 kg (42,000 lb) GCVWR</u></p> <p><u>State:</u> 1. GVWR. 2. GCVWR. 3. TARE (curb weight).</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p>

**DETAILED EQUIPMENT SPECIFICATIONS
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<p>3. <u>Wheelbase</u> A wheelbase of approximately 189" required.</p> <p><u>State:</u> 1. Wheelbase.</p>	<p>1. _____</p>
<p>4. <u>CA (Cab to Axle)</u> The City of Vancouver dump box is designed and manufactured to be <u>162"</u> in length. Therefore, taking into account specific truck BBC, minimum 14" cab to mounted equipment allowance state the tendered vehicle recommended wheelbase".</p> <p><u>State:</u> 1. Cab to axle measurement. 2. Wheelbase. 3. Measurement from frame rail to top of cab.</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
<p>5. <u>Frame Rails</u> A clean top of frame full CA distance, required for mounted equipment. Suitable frame rail specifications for the application of City of Vancouver are as follows: - frame rail PSI yield of 120,100 lb - section modules of 17.0 - RBM of 1,800,000</p> <p><u>State:</u> 1. Frame rail PSI yield strengths, RBM and section modules. 2. A clean top of rail CA.</p>	<p>1. _____</p> <p>2. _____</p>
<p>6. <u>Frame Rail Height</u> Application requires a standard height chassis frame configuration.</p> <p><u>State:</u> 1. Bidder to complete the following: - unladen top of rail height to ground distance - laden top of rail weight to ground distance.</p>	<p>1. _____</p> <p>_____</p>
<p>7. <u>Tow hooks</u> Two (2) front tow hooks mounted directly to the frame rails at either side.</p> <p><u>State:</u> 1. Compliance.</p>	<p>1. _____</p>

**DETAILED EQUIPMENT SPECIFICATIONS
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<p>8. <u>Bumper</u> A full width front bumper having either painted or plated materials complete with license place holder.</p> <p><u>State:</u> 1. Type of bumper. 2. Type of bumper corrosion proof coating.</p>	<p>1. _____</p> <p>2. _____</p>
<p>9. <u>Mud Flaps</u> Frame mounted mud flaps front and rear of wheel.</p> <p><u>State:</u> 1. What is offered.</p>	<p>1. _____</p>
<p>10. <u>Exhaust System</u> Unit shall have a combination of horizontally mounted muffler and vertical exhaust pipe (prefer exhaust pipe to be mounted on passenger side). System to come with full length heat shielding and be constructed from stainless</p> <p><u>State:</u> 1. What is offered.</p>	<p>1. _____</p>
<p><i>B. Suspension</i></p> <p>1. <u>Front Suspension</u> Standard tapered variable rate leaf springs suspension c/w matched shock absorbers.</p> <p>Required weight bearing capability of: <u>6,350 kg (14,000 lb) (GAWR)</u> set back front axle allowing for ease of manoeuvrability and decreased turning radius. A front steering axle wheel degree kickout of 50° or greater.</p> <p><u>State:</u> 1. Front axle suspension capacity 2. Shock absorber make and model 3. Make and model of front axle. 4. If set back axle provided. 5. Steering axle wheel degree kickout. 6. Wall to wall turning <u>radius</u>. 7. Turning radius.</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>6. _____</p> <p>7. _____</p>
<p>2. <u>Wheel Rims</u> Hub piloted, disc type wheels.</p> <p><u>State:</u> 1. Make and type of wheel. 2. Dimensions for wheel.</p>	<p>1. _____</p> <p>2. _____</p>

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<p>3. <u>Tires</u> Michelin XYZ-3 11R 19.5 all position type tires for all wheels.</p> <p><u>State:</u> 1. Make and type.</p>	<p>1. _____</p>
<p>4. <u>Rear Axle</u> A single speed rear axle and differential having: 10,433 kg (23,000 lb) capacity. Rear axle shall include driver controlled and actuated differential and axle lock system.</p> <p><u>State:</u> 1. Make and type. 2. Capacity. 3. Type of traction assist</p>	<p>1. _____ 2. _____ 3. _____</p>
<p>5. <u>Rear Suspension</u> Air bag suspension having a load bearing capacity of 10,433 kg (23,000 lb).</p> <p><u>State:</u> 1. Type, make and model of suspension. 2. Capacity. 3. If offered suspension is recommended for dump truck use.</p>	<p>1. _____ 2. _____ 3. _____</p>
<p>C. CAB TYPE</p> <p>1. <u>Cab</u> A cab capable of seating the driver and one (1) passenger. Cab to have corrosion proofing applied and painted white.</p> <p><u>State:</u> 1. Cab type. 2. Corrosion proof type.</p>	<p>1. _____ 2. _____</p>
<p>2. <u>Interior</u> Dark grey interior colour and trim. Easy care, easy clean materials preferably vinyl with moulded plastic trim. Matching black rubber floor mat, sun visors, arm rests, coat hooks, overhead liner and door panels.</p> <p><u>State:</u> 1. Colours. 2. Materials.</p>	<p>1. _____ 2. _____</p>

**DETAILED EQUIPMENT SPECIFICATIONS
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<p>3. <u>Mounting</u> Cab is required to have minimum four (4) point mounting complete with rubber or viscous mounts for sound isolation and vibration control.</p> <p><u>State:</u> 1. Type of mounts.</p>	<p>1. _____</p>
<p>4. <u>Seating</u> Front individual bucket type seats. Driver's air suspension seat shall have six (6) way adjustment - forward/rear, up/down and adjustable lumbar support. Seat shall be constructed of good quality material complete with a wide base. Cover material to be heavy duty knitted vinyl type fabric. Seat will be fitted with occupant seat belts in compliance with the B.C. Motor Vehicle Act.</p> <p><u>State:</u> 1. Type of fabric and colour. 2. Seat belts. 3. Incorporates all adjustments.</p>	<p>1. _____ 2. _____ 3. _____</p>
<p>5. <u>Steering</u> Tilt and or height adjustable steering wheel. Unit will incorporate power steering assist.</p> <p><u>State:</u> 1. Steering wheel adjustment. 2. Power steering type.</p>	<p>1. _____ 2. _____</p>
<p>6. <u>Heater/Defroster</u> A heater/ventilation system c/w multi-position blower fan. Variably adjustable heating vents for operator comfort and window "defrosting". The defrosting system must be capable of dealing with local conditions - cool temperatures with high humidity.</p> <p><u>State:</u> 1. Type of blower control. 2. System air movement and capacity in CFM. 3. Heater/defroster fan type and speed control.</p>	<p>1. _____ 2. _____ 3. _____</p>
<p>7. <u>Windshield Wipers</u> Two (2) speed wiper controls c/w intermittent feature. Wiper system will include window washer system.</p> <p><u>State:</u> 1. Wipe control. 2. Washer system type.</p>	<p>1. _____ 2. _____</p>

**DETAILED EQUIPMENT SPECIFICATIONS
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<p>8. <u>Cab Egress</u> Cab grab handles and stairs conveniently located on both sides of cab for operator and passenger safety and comfort.</p> <p><u>State:</u> 1. Utilization of grab handles and location. 2. Stair heights beginning at ground level.</p>	<p>1. _____ 2. _____</p>
<p>9. <u>Turn Signals</u> Heavy duty, automatic self cancelling turn signal and control.</p> <p><u>State:</u> 1. Make, model, and if self cancelling.</p>	<p>1. _____</p>
<p>10. <u>Mirrors</u> Two (2) "West Coast" style mirrors, rectangular heads having approximately 6" x 14" surface complete with 6" diameter convex heads. Mirrors should be of the break away type and heated.</p> <p><u>State:</u> 1. What is offered - heated and breakaway. 2. Mirror dimensions.</p>	<p>1. _____ 2. _____</p>
<p>11. <u>Windshield</u> Safety windshield tinted type for temperature control.</p> <p><u>State:</u> 1. Windshield tint grade.</p>	<p>1. _____</p>
<p>12. <u>Radio</u> Vehicle shall have an AM/FM radio.</p> <p><u>State:</u> 1. Make and type.</p>	<p>1. _____</p>

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<p>13. <u>Operators Console</u> A safe operator's console dash defined as requiring minimal eye movement from the roadway. Gauge cluster must consist of odometer, trip display, engine hours, speedometer, tachometer, oil pressure, coolant temperature, fuel level and fault code display(s) as necessary. Operator warning system, both visual and audible, to include low oil pressure, high coolant temperature engine functions.</p> <p><u>State:</u> 1. Describe console. 2. Describe gauges, only those in addition to ones listed. 3. State type of warning system.</p>	<p>1. _____ 2. _____ 3. _____</p>
<p>14. <u>Cab Front End</u> Requirements are for tilt forward type hood assembly <u>with</u> stationery "grill" to clear extended frame rails or auxiliary front mounted equipment.</p> <p><u>State:</u> 1. Type of tilt apparatus. 2. If stationary grill is provided to clears front mounted equipment.</p>	<p>1. _____ 2. _____</p>
<p>15. <u>Fuel Tank</u> Approximately sixty (60) gallon capacity fuel tank complete with non-spill venting. Fuel tank mounting shall be on the left side and fill spout position located for quick and easy refill.</p> <p><u>State:</u> 1. Tank capacity. 2. Location. 3. Operator egress step.</p>	<p>1. _____ 2. _____ 3. _____</p>
<p>D. BRAKES</p> <p>1. <u>Air Brakes</u> Air brake system incorporating "Anti-Lock Brake" technology and having Two (2) separate air line sets for brake application. Air brake system must be fully in compliance with the B.C. Motor Vehicle Safety Act and B.C. Commercial Vehicle Act.</p> <p><u>State:</u> 1. If fully in compliance with above Acts and Regulations. 2. If "ABS" provided or if available.</p>	<p>1. _____ 2. _____</p>

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<p>2. <u>Air Compressor</u> Air compressor having sufficient capacity, including safety margin, to operate air brake system and manufacturer installed air operated equipment. A minimum compressor output of 13.2 CFM for standard 4x2 applications. Compressor air intake and supply shall be through a clean air source (i.e. aft of the engine air cleaner system).</p> <p><u>State:</u> 1. Make, model and capacity.</p>	<p>1. _____</p>
<p>3. <u>Air Dryer</u> An air dryer capable of removing accumulating brake system debris and water. A Meritor cartridge type providing minimum protection of 30" dewpoint depression from ambient operating temperatures. A dryer having heating feature is required.</p> <p><u>State:</u> 1. Make, model and capacity.</p>	<p>1. _____</p>
<p>4. <u>Low Air Warning</u> Both audible and visual brake system low air warning devices inside the cab for operators accessibility and safety. Easily read air pressure gauge within the dash cluster.</p> <p><u>State:</u> 1. Type of low air warning.</p>	<p>1. _____</p>
<p>5. <u>Anti-Lock Brake System (ABS)</u> The unit brake system shall incorporate anti-wheel lock technology known as "ABS". The unit, made up of controller, wheel speed sensors and modulators, shall be secured within "safe areas of the frame and drive components and easily accessible for servicing as required. A visual and audible alarm to signal the operator of a malfunction shall be provided within the cab dash cluster area.</p> <p><u>State:</u> 1. Make and model of ABS.</p>	<p>1. _____</p>
<p>6. <u>Automatic Drain Valves</u> Automatic drain valves to be located at the air supply reservoir, primary reservoir and secondary reservoirs.</p> <p><u>State:</u> 1. Included with vehicle bid.</p>	<p>1. _____</p>

**DETAILED EQUIPMENT SPECIFICATIONS
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<p>7. <u>Air Lines</u> Air lines to be "synflex" nylon type tubing material colour coded for ease of serviceability and routed to minimize exposure to damage. Line materials meeting SAE J-1402 at articulation points and copper tube for air compressor discharge line.</p> <p><u>State:</u> 1. Type of airlines material.</p>	<p>1. _____</p>
<p>8. <u>Brakes</u> Standard air brake system of drum and shoe S-cam type specified to axle rating and application loads.</p> <p>A minimum acceptable material thickness of .86" for all lining.</p> <p><u>State:</u> 1. Make and type of brake shoes and drum. 2. Specification measurements of each.</p>	<p>1. _____ 2. _____</p>
<p>9. <u>Slack Adjusters</u> Automatic slack adjusters required being Haldex or City of Vancouver approved equivalent.</p> <p><u>State:</u> 1. Make and type of adjuster.</p>	<p>1. _____</p>
<p>10. <u>Dust Shields</u> Wheels to be equipped with dust shields both front and rear axle(s).</p> <p><u>State:</u> 1. If supplied.</p>	<p>1. _____</p>
<p>11. <u>Air Brake Chambers</u> Front chambers to have minimum surface area of 20" with rear spring chambers having minimum of 30/30 sq. in. effective surface area. Rear "parking" spring chambers activated from dash mounted control valve and complete with anti-compounding control.</p> <p><u>State:</u> 1. Make and size specifications for chambers.</p>	<p>1. _____</p>

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<p><i>POWERTRAIN</i></p> <p>1. <u>Engine Ratings</u> An internal combustion diesel engine having the following minimum ratings: SAE HP - 230 HP @ 2300 RPM Peak Torque - Approximately. 620 lb. ft at 1400 RPM</p> <p>Engine shall offer peak torque across a broad RPM range (i.e. 1,200 to 1,600 RPM)</p> <p>Must operate on minimum B5 fuel. Prefer B20. Unit should have programmable engine anti-idling/shut down.</p> <p><i>State:</i></p> <ol style="list-style-type: none"> 1. SAE HP and RPM. 2. Peak Torque values at RPM range. 3. Provide torque curve chart. 4. 4. Fuel consumption (for diesel and for B5 and B20 blends if possible) of engine bench-mounted (as opposed to fuel consumption after mounted in Unit) <ol style="list-style-type: none"> a. Litres/hr at max horsepower; b. Litres/hr at max torque. c. Litres/hr while idling. 5. Is the B5 blend of biodiesel approved by the engine manufacturer for use in this engine? If so, what conditions or modifications apply, if any? 6. Will the B5 blend of fuel void or alter manufacturer's engine warranty? If so, in what way? 7. Is the B20 blend of biodiesel approved by the engine manufacturer for use in this engine? If so, what conditions or modifications apply, if any? 8. Will the B20 blend of fuel void or alter the manufacturer's engine warranty? If so, in what way? 9. If anti-idling option is available or included. 	<ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____
<p>2. <u>Compression Brake</u> This application requires air brakes in combination with an automatic power shift transmission. Therefore, additional means of providing for braking of the vehicle is necessary to reduce brake maintenance. Given existing noise by laws a combination of exhaust/compression brake or hydraulic transmission retarder are the only effective means for in-city use. Other alternate brake system must be approved by City of Vancouver, Equipment Services.</p> <p><i>State:</i></p> <ol style="list-style-type: none"> 1. Type of additional vehicle brake means. 	<ol style="list-style-type: none"> 1. _____

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<p>3. <u>Electronic Controls</u> Engine functions and other related powertrain accessories (i.e. transmission) controlled and monitored through an electrical control module(s) to optimize fuel economy, minimize regulated exhaust emissions, load sensing and related vehicle tasks. Engine shall have a normal idle RPM less than 700 RPM.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Type of engine controls. 2. Compliance with EPA Standards. 3. Location of ECU (s). 4. Engine idle RPM. 	<ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____ 4. _____
<p>4. <u>Fuel System</u> Electronically governed fuel delivery system. Fuel system, in addition to supplied filtration, shall include a Racor fuel/water separator having Ten (10) micron media.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Type of injection. 2. Racor fuel/water separation. 	<ol style="list-style-type: none"> 1. _____ 2. _____
<p>6. <u>Coolant System</u> Coolant system, in addition to having sufficient capacity including frequent trailer towing, shall have silicone hoses (or equivalent), filter/conditioner and anti-freeze solution having minimum cold weather protection to -25° celius.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Type of hoses. 2. Type of filtration. 3. Type of anti-freeze solution. 4. Frequency of solution replacement. 	<ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____ 4. _____
<p>7. <u>Radiator</u> A long life radiator having safe cooling capacity for the engine and transmission. Radiator should also take into account the trailer towing need in this application.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Radiator type and capacity 2. Has it full coolant capability for towing operations (heat dissipation) as described in this tender. 	<ol style="list-style-type: none"> 1. _____ 2. _____

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<p>8. <u>Air Induction</u> The air induction system composed at a primary and secondary element including an air restriction indicator for timely and effective maintenance</p> <p><u>State:</u> 1. Type of filtration and location 2. Air restriction indicator</p>	<p>1. _____</p> <p>2. _____</p>
<p>9. <u>Engine Throttle Control</u> Electronic throttle control providing engine speed control for stationary vehicle to operate direct engine or PTO driven accessory mounted equipment.</p> <p><u>State:</u> 1. Type of engine control</p>	<p>1. _____</p>
<p>11. <u>Transmission</u> Allison 3500 transmission. Vehicle may be towing trailers having gross weight of up to 4,500 kg (10,000 lb). The GCVWR is described under A. Chassis, section 2. Transmission shall have a constant PTO driven provision. Typical loaded/unloaded speeds are 0-60 kph. Occasional speed of 90 kph. Roadways in Vancouver are to be considered hilly. Should have at least 20% startability.</p> <p><u>State:</u> 1. Make and model of transmission. 2. Input torque and horsepower ratings. 3. If equipped with constant drive PTO provision. 4. Location of PTO opening. 5. Startability 6. If optional extended warranty available, advise cost and terms.</p> <p><u>Provide:</u> SCANN analysis</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>6. _____</p> <p>Yes/No _____</p>

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<p><i>ELECTRICAL SPECIFICATIONS</i></p> <p>1. <u>Electrical System</u> The charging system must have full capability to maintain battery cranking capacity, chassis electrical equipment, mounted equipment and traffic warning lighting system. A multiplex type system having preprogrammed mounted equipment function for at least independent 16 functions. Functions are for a dump truck with transmission PTO that operates the dump box/ salter/plow, tows a trailer (wiring supplied at rear), a warning beacon on top of cab, Two (2) warning lights are rear of truck, (note: one switch to control the Two (2) lights on back and beacon). Also Two (2) lights are front for plow.</p> <p>Truck to come with clean signal (analog signal proportional to speed and not multiplexed). The location of the signal wire or pin is to be given at tie of delivery.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If multiplex electrical system is offered 2. Additional mounted equipment electrical functions. 3. If towing electrical wiring to the rear of the truck is offered. 4. If light wiring to top of cab is offered. 5. If light wiring to rear of truck is offered. 6. If switch for controlling the warning lighting is offered, and if so, if it is installed in dash. 7. If plow wiring to front of truck is offered. 8. If plow light switch is offered, and if so, if it is installed in dash. 9. If clean speed signal is provided. 10. If integrated stop-turn-tail light wiring is provided. 	<ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____
<p>2. <u>Alternator</u> A low RPM turn on Twelve (12) volt self regulating alternator having a minimum of 130 amperes out output capacity, Leece-Neville 2819 LC or equivalent. Alternator must feature enhancements incorporating coated systems to mitigate failures due to corrosion and provide extended service life.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make and model of alternative Output rating at 1000 to 1200 RPM. 	<ol style="list-style-type: none"> 1. _____

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<p>3. <u>Starter</u> Starter motor having being specified by the engine manufacturer for the engine model and being capable of providing and maintaining the cranking power required in the Vancouver area ambient temperature ranges for winters. Thermal over crank protection required to prevent overheating due to excessive cranking durations and extended service life.</p> <p><u>State:</u> 1. Make and model.</p>	<p>1. _____</p>
<p>4. <u>Battery(s)</u> Battery(s), maintenance free type, of sufficient capacity to power the starter at the lowest ambient temperature range encountered within the lower mainland. Typically, a minimum reserve capacity of 160 and a CCA of 1500 amperes. The battery box to be located parallel with and tight to the frame thereby reducing vibrations.</p> <p><u>State:</u> 1. Reserve capacity rating cold cranking amperes. 2. Make and model.</p>	<p>1. _____ 2. _____</p>
<p>5. <u>Disconnect Switch/Boost Stud</u> Unit electrical/battery system shall incorporate a means of disconnecting the electrical systems and also provide a means of easy "boost" should it be required.</p> <p><u>State:</u> 1. Compliance. 2. Location of battery boost stud.</p>	<p>1. _____ 2. _____</p>
<p>6. <u>Fuse Box</u> Automotive style waterproof resettable circuit breakers required. Power distribution system(s) shall utilize, where possible, resettable manual circuit breakers. The electrical system must incorporate SAE blade type fuses as standard equipment where resettable circuits are not. Complete and full electrical wiring schematics to be provided COV at time of equipment delivery to the authorized receiving individual.</p> <p><u>State:</u> 1. Type of circuit breakers. Electrical schematics required at delivery.</p>	<p>1. _____</p>

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<p>7. <u>Wiring</u> All wiring to be colour coded continuously numbered, encased in plastic "loom" to maximize protection from corrosion and with sealed connectors. Vehicle must have provision for power modules having multiplex systems complete with HD wiring to rear of the frame for installation of body builder electrical requirements. Multiplex system shall have provision for at least Sixteen (16) independent mounted equipment functions.</p> <p><u>State:</u> 1. Compliance with specifications.</p>	<p>1. _____</p>
<p>8. <u>Cab</u> Night time marker lamps. Five (5) flush mounted cab clearance identification lamps LED type.</p> <p><u>State:</u> 1. What is offered. 2. LED lamps.</p>	<p>1. _____ 2. _____</p>
<p>9. <u>Horn</u> Dual electric. Air horn, single horn, solenoid operated.</p> <p><u>State:</u> 1. Compliance with specifications</p>	<p>1. _____</p>
<p>G. MISCELLANEOUS</p> <p>1. <u>Compliance</u> Vehicle must be in full compliance of current B.C. Motor Vehicle Safety Act, Commercial Motor Vehicle Regulations and U.S. Federal Environmental Protection Agency current exhaust emissions standards.</p> <p><u>State:</u> 1. Compliance in full. 2. EPA Engine Standard.</p>	<p>1. _____ 2. _____</p>

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<p>2. <u>Warranty</u> Provide details concerning the standard applicable vehicle warranty. Additionally, provide warranty and terms with components and parts not covered within the standard vehicle manufacture warranty.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Standard applicable warranty and terms on vehicle. 2. Standard applicable warranty for associated componentry and parts not covered, or separate from the vehicle coverage noted above. 3. Provide terms and pricing of optional extended warranty where available for the vehicle and components. 	<ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____
<p>3. <u>Warranty Work</u> The movement of vehicles and equipment between the City and dealer contributes to additional costs and unpredictable “downtime” to the users often for minor issues. To reduce these costs and downtime, the City must have a warranty agreement with the manufacturer whereby work is completed by the City Equipment Services shop and for which we are reimbursed.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If an in-house warranty agreement is provided. 2. Provide the procedures and terms of each warranty provision. 3. Warranty fee reimbursement provisions. 	<ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____
<p>4. <u>Parts and Service Manuals</u> The following to be made available to the City of Vancouver authorized representative as noted in this tender:</p> <ul style="list-style-type: none"> • 2 copies parts manuals – CD-ROM acceptable alternate • 2 copies service manuals- alternatively CD-ROM • <u>or</u> secured access to manufactures website where the above information is available at all times • 2 set operator manuals per truck <p>Wherein the engine, transmission or other related components may not be included in the vehicle manuals, (Parts and Service) those additional manuals specific to the components, shall be included at time of delivery as well.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If in compliance with all of the above requirements including components. 	<ol style="list-style-type: none"> 1. _____

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<p>5. <u>Scheduled Maintenance</u> The following to be provided by the successful bidder at time of vehicle delivery.</p> <ul style="list-style-type: none"> - A complete check-off style preventative maintenance schedule checklist as recommended by the manufacturer to ensure full and satisfactory service life. - Listing of special service tools/diagnostic equipment and diagnostic software requirements. - A list of general maintenance parts recommended, by part number, for on-hand parts stocking. <p><u>State:</u> 1. Provide list at time of vehicle delivery.</p>	<p>1. _____</p>
<p>6. <u>Demonstration</u> A demo unit may be required during evaluation process carried out by City of Vancouver staff. State if such is available.</p> <p><u>State:</u> 1. Demo unit availability.</p>	<p>1. _____</p>
<p>7. <u>Training</u> Maintenance training to include two identical sessions outlining prescribed maintenance, diagnostics, and most common repair procedures for the Unit. One session to take place between the hours of 7am and 3pm and another between the hours of 3pm and 11pm in both cases on a Business Day at City of Vancouver Works Yard. Each session will provide at least Seven (7) hours of instruction and will be scheduled by the City and will be provided on the date selected by the City. (The City will give the Contractor at least Seven (7) days' prior written notice of the scheduled time and will endeavour to schedule the sessions within two weeks before or Two (2) weeks after the arrival of the first Unit(s) to the Delivery Site.)</p> <p>A training CD or DVD is not accepted as a substitute for training required as above.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Your training capability as described above. 2. Available training aids. 3. Availability of training sessions. 4. Training on essential major operating components not made by the vehicle manufacturer but utilized. 	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>

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<p>8. <u>Keys</u> Four (4) full sets of keys provided at vehicle delivery.</p> <p><u>State:</u> 1. Availability.</p>	<p>1. _____</p>
<p>9. <u>Delivery</u> State the number of days from the date of receipt of order from the City to the date of vehicle delivery F.O.B. City of Vancouver, Manitoba Yard or site designated.</p> <p><u>State:</u> 1. Delivery.</p>	<p>1. _____</p>
<p>10. <u>Serial Numbers</u></p> <p>Vendor to provide serial numbers of engine, transmission, and auxiliary engine (if applicable) for each unit at time of delivery.</p> <p><u>State:</u> 1. Compliance.</p>	<p>1. _____</p>
<p>H. OPTIONS</p> <p>1. <u>Air Weigh Scales on Rear Axle</u> An Air Weigh scale model OA5803B1A on the rear axle that shall be accurate to within 100 kg along with a read out in the cab (i.e the readout shows the loading on the rear axle)</p> <p><u>State:</u> 1. Scale accuracy 2. Scale type (i.e. air suspension type, load cell type, etc.) 3. Make and model of scale. 4. Readout type (i.e. digital, analog, etc.)</p>	<p>1. _____ 2. _____ 3. _____ 4. _____</p>
<p>2. <u>Passenger Seat</u> Two (2) person bench seat for passenger in lieu of single passenger seat.</p> <p><u>State:</u> 1. What is available.</p>	<p>1. _____</p>
<p>3. <u>Options</u></p> <p><u>State:</u> 1. What is available for municipal dump truck application.</p>	<p>1. _____</p>