

INVITATION TO TENDER ("ITT") No. PS09030

SUPPLY AND DELIVERY OF ONE (1) ONLY ROADLINE MARKER CAB AND CHASSIS AND BODY

Tenders will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday March 17, 2009 and registered at 11:00:00 A.M, Wednesday March 18, 2009.

NOTES:

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

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

Julia Johnston Buyer

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

TABLE OF CONTENTS

| PART A | - INSTRUCTIONS TO TENDERERS | Pages 4 - 11 |
|---|---|---------------|
| 1.0 2.0 3.0 4.0 5.0 6.0 7.0 8.0 9.0 10.0 11.0 12.0 13.0 14.0 15.0 16.0 17.0 18.0 | Description of Requirement Contract Term Pricing Inquiries and Clarifications Conduct of the Contract Inspection of Site - Intentionally Omitted Submission of Tender Bid and Performance Security Declaration - No conflict of Interest/No Collusion Evaluation of Tenders Acceptance and Rejection of Tenders Award of Contract Quantities Brand Names Alternates and/or Variations to Specifications Environmental Responsibility Named Sub-contractors Access/Ownership of Proposal Information Special Conditions | |
| PART B | - GENERAL CONDITIONS | Pages 12 - 26 |
| 1.0 2.0 3.0 4.0 5.0 6.0 7.0 8.0 9.0 10.0 11.0 12.0 13.0 14.0 15.0 16.0 17.0 18.0 19.0 20.0 21.0 22.0 23.0 24.0 25.0 26.0 27.0 | Definitions Notices Assignment Independent Contractor Sub-Contractors Time of the Essence Laws, Permits and Regulations Workplace Hazardous Materials Information System ("WHMIS") Product Standards Changes in Requirements Delivery Quality of Workmanship and Materials Inspection Warranty Protection of Person and Property Recitification of Damage and Defects Clean Up - Intentionally Omitted Indemnification Termination Insurance and Letter of Credit Requirements WorkSafe BC Compliance Character of Workers Unavoidable Delay Failure to Perform Dispute Resolution Contract Price/Payment Taxes | |

ITT PS09030 Page 2 February 17, 2009

TABLE OF CONTENTS

| 28.0 29.0 30.0 31.0 | Non resident Withholding Tax Failure to Enforce Successors and Assigns No Promotion of Relationship | | | | |
|---|---|----------------|--|--|--|
| PART C | - SPECIAL CONDITIONS | Pages 27 - 28 | | | |
| 1.0 2.0 3.0 4.0 5.0 6.0 | Proof of Ability to Provide Letter of Credit and Insurance. City's Option to Delete Letter of Credit Requirement City's Option to Purchase Additional Units City's Option to Acquire Optional Equipment/Warranty Coverage Additional Evaluation Criteria Required Documentation | | | | |
| PART D | - REQUIREMENTS | Pages 29 | | | |
| Intentio | nally Omitted | | | | |
| PART E | - TENDER FORM | Pages PF 1 - 8 | | | |
| 1.0 2.0 3.0 4.0 5.0 6.0 7.0 | Compliance References Schedule of Price and Quantities Other - Intentionally Omitted Sub-contractors Tenderer's Declaration Acceptance of Tender | | | | |
| APPEND | APPENDIX 1 - RESPONSE NOTIFICATION FORM (1) | | | | |
| APPENDIX 2 - TENDERER'S CERTIFICATE OF EXISTING INSURANCE (1) | | | | | |
| APPEND | APPENDIX 3 - CONTRACTOR'S CERTIFICATE OF INSURANCE (1) | | | | |
| ΔPPFND | APPENDIX 4 - DETAILED FOLIPMENT SPECIFICATIONS AND COMPLIANCE MATRIX (22) | | | | |

ITT PS09030 Page 3 February 17, 2009

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 one (1) only roadline marker cab and chassis and body to be used in a striping application to paint traffic lines 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 4 Detailed Equipment Specifications and Compliance Matrix.
- 1.4 Immediately upon receipt of this ITT, please advise by facsimile or e-mail whether or not you intend to submit a Tender by completing and submitting Appendix 1 Response Notification Form to the fax or e-mail address listed on the Cover Page of this ITT on or before the Response Notification Deadline (as defined in Appendix 1 Response Notification Form).

2.0 Contract Term - Intentionally Omitted

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

ITT PS09030 Page 4 February 17, 2009

PART A - INSTRUCTIONS TO TENDERERS

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.
- 7.2 Tenders should 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 2 Certificate of Existing Insurance
 - d) Appendix 4 Detailed Equipment Specifications and Compliance Matrix
- 7.3 Tenders received after the Closing Time or in locations other than the Purchasing Services Office, 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 three (3) 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 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 initialled 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 the City Clerk 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 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:

ITT PS09030 Page 5 February 17, 2009

PART A - INSTRUCTIONS TO TENDERERS

- a) that will be sufficient to fully release and discharge the City from all further liability; and
- 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 No bid security is required as part of this ITT.
- 8.2 The Tenderer shall include with its Tender proof of ability to provide a Letter of Credit in the amount(s) set out in Part C Special Conditions Section 1.0 "Proof of Ability to Provide Letter of Credit and Insurance".

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.

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;

ITT PS09030 Page 6 February 17, 2009

PART A - INSTRUCTIONS TO TENDERERS

- c) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
- d) the Tenderer's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
- e) equipment quality, configuration, age and condition; and
- f) any other criteria set out in the ITT or otherwise reasonably considered relevant.
- 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 may be required to demonstrate financial stability. Should the City so request, the Tenderer may be 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.

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;

ITT PS09030 Page 7 February 17, 2009

PART A - INSTRUCTIONS TO TENDERERS

- 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) calendar 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,
 - b) subject to Section 12.3, the City's purchase order including the standard purchase order terms and conditions (which may be downloaded from www.city.vancouver.ca/bid/terms.htm);
 - c) or any mutually agreed to written amendments between the Tenderer and the City;
 - d) the Tender; and

ITT PS09030 Page 8 February 17, 2009

PART A - INSTRUCTIONS TO TENDERERS

- 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.

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

ITT PS09030 Page 9 February 17, 2009

PART A - INSTRUCTIONS TO TENDERERS

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.

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

ITT PS09030 Page 10 February 17, 2009

PART A - INSTRUCTIONS TO TENDERERS

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.

ITT PS09030 Page 11 February 17, 2009

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.

<u>"Act of God"</u> 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;

<u>"BC Motor Vehicle Legislation"</u> 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;

<u>"City's Designated Representatives"</u> 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;

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

<u>"Contract Documents"</u> 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;

<u>"Contractor"</u> 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;

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

"Delivery Site" means City of Vancouver, Equipment Services Branch, Manitoba Works Yard, 250 West 70th Avenue, Vancouver, B.C., V5X 2X1, unless otherwise stated in this ITT;

<u>"Effective Date"</u> 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

ITT PS09030 Page 12 February 17, 2009

PART B - GENERAL CONDITIONS

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";

"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 - Response Notification Form; Appendix 2 - Certificate of Existing Insurance; Appendix 3 - Certificate of Insurance; Appendix 4 - 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;

<u>"Letter of Credit"</u> 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;

"Notice of Award" means the document duly signed by an authorized signatory for the City evidencing the City's acceptance of the successful Tenderer's Tender by way of a signed copy of the "Acceptance" portion of Part E - Tender Form;

"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;

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

<u>"Security Clearance"</u> 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;

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

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

<u>"Tenderer"</u> 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;

<u>"Unit"</u> means One (1) complete roadline marker cab and chassis and body (inclusive of physical items set out in the Requirements);

"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;

PART B - GENERAL CONDITIONS

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

<u>"WorkSafeBC Rules"</u> 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;

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

<u>"Work Schedule"</u> 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.

ITT PS09030 Page 14 February 17, 2009

PART B - GENERAL CONDITIONS

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-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.

ITT PS09030 Page 15 February 17, 2009

PART B - GENERAL CONDITIONS

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 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 Part B 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) Ninety (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

ITT PS09030 Page 16 February 17, 2009

PART B - GENERAL CONDITIONS

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.

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.
- 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.

ITT PS09030 Page 17 February 17, 2009

PART B - GENERAL CONDITIONS

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.
- 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 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.

ITT PS09030 Page 18 February 17, 2009

PART B - GENERAL CONDITIONS

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

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, subcontractors, 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;

ITT PS09030 Page 19 February 17, 2009

PART B - GENERAL CONDITIONS

- 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).
- 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 coverages 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 Director of Risk 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

ITT PS09030 Page 20 February 17, 2009

PART B - GENERAL CONDITIONS

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 seven (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.
- 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 subcontractors, 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 (\$2,500) per occurrence.

The policy of insurance shall:

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

ITT PS09030 Page 21 February 17, 2009

PART B - GENERAL CONDITIONS

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) 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.
- b) As security for the performance of the Requirements, the Contractor will within seven (7) days of the City's issuance of a Notice of Award, deliver the Letter of Credit to the City.
- c) The Letter of Credit if required 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) The 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) Upon 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 Worksafe BC 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

ITT PS09030 Page 22 February 17, 2009

PART B - GENERAL CONDITIONS

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:
 - a) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
 - b) 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, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC, or
 - c) 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, subcontractor 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

ITT PS09030 Page 23 February 17, 2009

PART B - GENERAL CONDITIONS

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.

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.
- 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.

ITT PS09030 Page 24 February 17, 2009

PART B - GENERAL CONDITIONS

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.

ITT PS09030 Page 25 February 17, 2009

PART B - GENERAL CONDITIONS

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 thirty (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 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.

ITT PS09030 Page 26 February 17, 2009

PART C - SPECIAL CONDITIONS

1.0 Proof of Ability to Provide Letter of Credit and Insurance

- 1.1 The Tenderer shall include with its Tender a letter from its bank, confirming that the Tenderer has sufficient credit-worthiness to (if awarded the Contract) deliver to the City the Letter of Credit in accordance with Part B Section 20.9 and the Notice of Award.
- 1.2 The Tenderer shall include with its Tender both a signed and completed Appendix 2 Certificate of Existing Insurance, as well as a letter from its insurer, confirming that the Tenderer is sufficiently insurable to (if awarded the Contract) obtain from that insurer a duly completed and signed Appendix 3 Certificate of Insurance pursuant to and in compliance with Part B Section 20.1 20.8 above.

2.0 City's Option to Delete Letter of Credit Requirement

- 2.1 The Tenderer may be required to provide a Letter of Credit pursuant to Part B General Conditions Section 20.9 as determined by the City based on its evaluation of the Tenders and the pricing for those Tenders as set out in each Tenderer's Tender Form.
- 2.2 The City will set out in the Notice of Award the amount of Letter of Credit it requires or, alternatively at the City's option, the City may delete the Letter of Credit requirement by indicating same in the Notice of Award.

3.0 City's Option to Purchase Additional Units

- 3.1 The Tenderer is 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.
- 3.2 The Contractor now irrevocably grants the City the option to purchase (the "Option") up to one (1) additional identical Unit.
- 3.3 The Option will expire if not exercised by the City within one (1) year of the Closing Time.
- 3.4 The Option must be exercised by delivery of written notice to the Contractor prior to its expiry.
- 3.5 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.
- 3.6 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 Unit, 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

ITT PS09030 Page 27 February 17, 2009

PART C - SPECIAL CONDITIONS

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.

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

- 4.1 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.
- 4.2 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.

5.0 Additional Evaluation Criteria

- In addition to the evaluation criteria set out in Part A of this ITT, the following criteria, which are not in any order of importance, will be taken into consideration during the City's evaluation of the Tender:
 - a) Availability of parts (location);
 - b) Training;
 - c) Unit reliability;
 - d) Ability to meet delivery date;
 - e) Demonstration;
 - f) Ergonomics;
 - g) Ease of operations; and
 - h) Fuel emissions/consumption.

6.0 Required Documentation

- 6.1 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:
 - a) Copy of the Contractor's invoice to the City for the Unit;
 - b) British Columbia Motor Vehicle Branch form APV/9T transfer tax form/statement of vehicle origin or equivalent document from originating jurisdiction;
 - c) Customs documentation, if applicable; and

PART C - SPECIAL CONDITIONS

- d) All other documents required by the Specifications to be delivered concurrently with the Unit.
- 6.2 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.

ITT PS09030 Page 29 February 17, 2009

[INTENTIONALLY OMITTED]

SEE APPENDIX 4

PART E - TENDER FORM

| renderer 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 |
|--|---|----------|----------|
| Letter from a Chartered Bank for Letter of Credit | Part C, Section 1.0 | Yes | |
| Certificate of Existing Insurance | Part C - Section 1.0 & Appendix 2 | Yes | |
| Letter from Insurer confirming Tenderer able to receive signed Appendix 3 on award | Part C - Section 1.0 & Appendix 3 | 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 | |

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 |
|---|----------------------------|-----------------|---|
| Part A (Except Section 9.1/9.2) Instructions to Tenderers | | | |
| Part A - Section 9.1 Conflict of Interest (See Tender Form Section 1.2 above) | | | |
| Part A - Section 9.2 Collusion (See Tender Form Section 1.3 above) | | | |
| Part B General Conditions | | | |
| Part C Special Conditions | | | |
| Part D Requirements | | | |
| <u>Part E</u> Tender Form | | | |

ITT PS09030 Page PF 3

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 |
|-----------------------------|--------------------------------------|---|
| | | |
| | | |
| | | |

ITT PS09030 Page PF 4

PART E - TENDER FORM

Schedule of Price and Quantities: 3.0

| Item | Qty. | Description | Unit Price | Total |
|------|------|---|------------|----------|
| 1. | 1 | Cab and chassis in accordance with the specifications set out herein. Make: Model Year and No.: | \$ | \$ |
| | | Battery Levy Tire Tax | \$ \$ | \$ \$ |
| 2. | 1 | Body in accordance with the specifications set out herein. Make: Model Year and No.: | \$ | \$ |
| ТОТА | L: | | | \$ |

| | | Make: | |
|------|-----|-------|----|
| TOTA | ıL: | | \$ |
| | | | |

Page PF 5

PART E - TENDER FORM

3.1 Separately Priced Items:

| Item | Qty. | Description | Unit Price | Total |
|------|------|--|------------|-------|
| a. | 1 | Alternative Fuels (Specification Item 1, Section H.1) | \$ | \$ |
| b. | 1 | Payload and Engine Upgrade (Specification Item 1, Section H.2) | \$ | \$ |
| C. | 1 | Other Suggested Options (Specification Item 1, Section H.3) | \$ | \$ |
| d. | 1 | Pre-Build Conference (Specification Item 2, Section K.1) | \$ | \$ |
| e. | 1 | Sound Attenuation (Specification Item 2, Section K.2) | \$ | \$ |
| f. | 1 | Reduced Payload (Specification Item 2, Section K.3) | \$ | \$ |
| g. | 1 | Camera Guidance System (Specification Item 2, Section K.4) | \$ | \$ |
| j. | 1 | Other Suggested Options (Specification Item 2, Section K.5) | \$ | \$ |

INVITATION TO TENDER NO. PS09030 SUPPLY AND DELIVERY OF ONE (1) ONLY ROADLINE MARKER CAB AND CHASSIS AND BODY

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. PS09030 SUPPLY AND DELIVERY OF ONE (1) ONLY ROADLINE MARKER CAB AND CHASSIS AND BODY

PART E - TENDER FORM

6.0 Tenderer's Declaration

Your details:



FINANCIAL SERVICES GROUP Supply Management Purchasing Services

Invitation To Tender No. PS09030 Supply and Delivery of One (1) Only Roadline Marker Cab and Chassis and Body

To acknowledge your intent to submit a Tender, and to ensure that you receive the required information, please submit this form to the person identified below before close of business day, Tuesday March 17, 2009 (the "Response Notification Deadline").

Donna Lee Administrative Assistant City of Vancouver Fax: (604) 873-7057

Email: purchasing@vancouver.ca

| Proponent's Name | e: |
|-------------------|---|
| • | "Proponent" |
| Address: | |
| | |
| Telephone: _ | Fax: |
| Key Contact Perso | on: |
| E-mail: | Incorporation Date: |
| "ITT PS09030 - ! | Our company WILL / WILL NOT submit a Tender for Supply and Delivery of One (1) Only Roadline Marker Cab and Chassis and Body" by the Closing Time of Tuesday, March 17, 2009 3:00:00 P.M. Authorized Signatory and Name of Company (Please print) E-mail Address (Please print) |
| | Date |
| | ναισ |



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. | 1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12 th 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 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 BUSIN | ESS AS | | | |
| | BUSINESS ADDRESS | | | | |
| | DESCRIPTION OF OPERATION | | | | |
| 3. PROPERTY INSURANCE (All Risks Coverage | | _ | - | or out Cont) | |
| | INSURER | | Insured Values (Replacement Cost) - Building and Tenants Improvement \$ | | |
| | TYPE OF COVERAGE | | Building and Tenants Imp | | |
| | POLICY NUMBER to to | | Contents and Equipment | \$ | |
| | POLICY PERIOD From to | | Deductible Per Loss | \$ | |
| 4. | COMMERCIAL GENERAL LIABILITY INSURANC Including the following extensions: §\(\int \) Personal Injury | E (Occurre INSURER POLICY N | • | | |
| | | | | to | |
| | ✓ Products and Completed Operations | | | Property Damage Inclusive) - | |
| | ✓ Cross Liability or Severability of Interest | | rrence \$ | | |
| | / Employees as Additional Insureds | Aggregat | e Ş | | |
| | ∫ Blanket Contractual Liability∫ Non-Owned Auto Liability | All RISK I | Tenant's Legal Liability \$ sle Per Occurrence \$ | | |
| | 7 Non-Owned Auto Liability | Deduction | de Per Occurrence 3 | | |
| J. | AUTOMOBILE LIABILITY INSURANCE for ope coverage for use of demonstration vehicle Specification Item 1, Section D. Demonstra INSURER POLICY NUMBER POLICY PERIOD From | e by City tion Unit. | personnel for evaluation ar Limits of Liability - Combined Single Limit \$ | nd testing purposes prior to award as pe | |
| 6. | ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSU | RANCE | Limits of Liability (Bodily | / Injury and Property Damage Inclusive) - | |
| | INSURER | | Per Occurrence \$ | | |
| | POLICY NUMBER to to | | 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", p | lease spe | cify the applicable Retroac | tive Date: | |
| 8. | OTHER INSURANCE | | | | |
| | TYPE OF INSURANCE | | Limits of Liability | | |
| | INSURER | | Per Occurrence \$ | | |
| | POLICY NUMBER | | Aggregate S | | |
| | POLICY PERIOD From to | | Deductible Per Loss \$ | | |
| | TYPE OF INSURANCE | | Limits of Liability | | |
| | INSURER | | Per Occurrence \$ | | |
| | POLICY NUMBER | | Aggregate \$ | | |
| | POLICY PERIOD From to | | Deductible Per Loss \$ | | |
| | SIGNED BY THE INSURER OR ITS AUTHORIZE | D REPRESI | ENTATIVE | | |
| | | | • | | |
| | | | | Dated | |

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

Dated:



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

| 2. 1 7 i i 3. 1 | THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 45 And certifies that the insurance policies as listed herein have the effective date of the agreement described below. NAMED INSURED: (must be the same name as the Permittee/Lincorporated company) MAILING ADDRESS: LOCATION ADDRESS: DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, | e been issued to the Named Insured | (s) and are in full force and effect as of |
|-----------------------------|---|--------------------------------------|--|
| 2. I | the effective date of the agreement described below. NAMED INSURED: (must be the same name as the Permittee/Li incorporated company) MAILING ADDRESS: LOCATION ADDRESS: | censee or Party(ies) to Contract and | |
| i i 3. i | incorporated company) MAILING ADDRESS: LOCATION ADDRESS: | | d is either an individual or a legally |
| i i <u>-</u> 3. I | LOCATION ADDRESS: | PERMIT OR LICENSE: | |
| - 3. I | | PERMIT OR LICENSE: | |
| - 3. I | | PERMIT OR LICENSE: | |
| 3. | DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, | PERMIT OR LICENSE: | |
| | | | |
| | | | |
| | PROPERTY INSURANCE naming the City of Vancouver as a Name | ed Insured and/or Loss Payee with re | spect to its interests |
| | (All Risks Coverage including Earthquake and Flood) | INSURED VALUES: (Replacemen | • |
| | INSURER: | | nt: \$ |
| | TYPE OF COVERAGE: | Contents and Equipment: | |
| | POLICY NUMBER: | Deductible Per Loss: | \$ |
| - I | POLICY PERIOD: From to | | |
| ı | COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form Including the following extensions: Personal Injury | | jury and Property Damage Inclusive) |
| | √ Products and Completed Operations √ Cross Liability or Severability of Interest | Per Occurrence: | \$ |
| | √ Employees as Additional Insureds √ Blanket Contractual Liability | Aggregate: | \$ |
| | √ Non-Owned Auto Liability Non-Owned Auto Liability | All Risk Tenant's Legal Liability: | \$ |
| ı | POLICY NUMBER: | Deductible Per Occurrence: | \$ |
| F | POLICY PERIOD: From to | | |
| 5. | AUTOMOBILE LIABILITY INSURANCE for operation of owned and | I/or leased vehicles | |
| I | INSURER: | LIMITS OF LIABILITY: | |
| ı | POLICY NUMBER: | Combined Single Limit: | \$ |
| ı | 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 In | jury and Property Damage Inclusive) |
| ı | INSURER: | Per Occurrence: | \$ |
| ı | POLICY NUMBER: | Aggregate: | \$ |
| | POLICY PERIOD: From to | Self-Insured Retention: | \$ |
| 7. | OTHER INSURANCE (e.g. Boiler & Machinery, Business Interrup Period, and Limit | | ame of Insurer(s), Policy Number, Pol |
| - | POLICY PERIOD: From to | Self-Insured Retention: | \$s Policy N |

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

| | Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|--|---|--|
| GE | NERAL SPECIFICATIONS | |
| typ app str mu ass sho sho | e City of Vancouver requires one (1) cab-over single-axle be cab and chassis. The chassis will be used in a striping plication to paint traffic lines. The specifications of the iper body are listed in item 2 of this tender. The chassis is to be capable of accommodating the body and handling the ociated payload requirements. Equipment on the chassis ould be positioned to create a weight distribution within the ortest wheelbase/cab axle dimensions available and within towable provincial axle load limits. | |
| Α. | CHASSIS | |
| 1. | Chassis A cab-over single axle type cab and chassis. State: 1. Year, make, and model of chassis. | |
| 2. | Vehicle Weight Proposed vehicle to have a GVWR of 18,200 kg (40,124 lb). Proper placement of equipment is necessary for weight load distribution on relative axles. State: GVWR. Front curb weight (Weight of chassis full of fuel and appropriate fluids). Rear curb weight (Weight of chassis full of fuel and appropriate fluids). | |
| 3. | Dimensions Unit to have the shortest wheelbase/cab axle dimensions available and within allowable provincial axle load limits. Wheelbase to be approximately 153" (3.9 m). State: 1. Wheelbase 2. Cab-axle spacing. 3. Overall length to end of rails. | |

| | Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|----|--|--|
| 4. | Frame Rails A clean top of frame full cab to axle distance, required for mounted equipment. Section modulus of 16 cubic inches and PSI yield of 110,000. To be black in colour. Frame rails to extend past the end of the rear operator cab by 15" (38 cm) to accommodate the mounting of a toolbox approximately 12"d x 14.5"h x 26"w (30cm x 31cm x 66cm). State: 1. Size of frame rails (including any reinforcements). 2. Type of frame rails (i.e. channel, I-beams, etc). 3. RBM (including any reinforcements). 4. Section modulus (including any reinforcement). 5. Yield strength. 6. Distance from the back of cab to the end of the frame rails. 7. Total length of a frame rail. 8. Rear frame overhang past the rear operator cab. | |
| 5. | Front Mud Flaps Should have mud flaps behind front tires. State: 1. What is offered. | |

| | Item 1 | Make: |
|----|---|--|
| | Roadline Marker Cab & Chassis | Model No. |
| | Specifications | Year: |
| | (Tenderers: do not write in this section) | Tenderers to indicate compliance or deviations with specifications below |
| В. | SUSPENSION | |
| 1. | Suspension Front suspension should have standard tapered variable rate leaf springs suspension c/w matched shock absorbers. Minimum weight capacity of 9,070 kg (20,000 lbs) (GAWR) required. | |
| | Rear air suspension should be of suitable capacity (20,000 lbs). | |
| | State: Front and rear suspension make and model. Front suspension capacity and type. Rear suspension capacity and type. Shock absorber make and model. Whether shock absorbers meet suspension capacity. | |
| 2. | Axles Front steering capacity of approximately 9,070 kg (20,000 lb). | |
| | A single speed rear axle and differentials having 9,070 kg (20,000 lb) capacity or greater. The differentials ratio shall be matched with the engine and Allison transmission to maximize fuel efficiency. Rear axles and differential should feature driver controlled differential lock. | |
| | State: Front axle weight rating capacity (front GAWR). Rear axle weight rating capacity (rear GAWR). Make and model of front axle. Make and model of rear axle. Rear end ratio. Differential make, model and ratio. If differential lock supplied. Wall to wall turning radius. Curb to curb turning radius. Distance from the front axle to the back of cab. Distance from the front axle to the front of the bumper. | |

| Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) 3. Wheel Rims & Tires Hub piloted, disc type wheels. Aluminium wheels are not acceptable. Prefer black wheels. Tires should be Michelin XZY-3 11R22.5 H rating all position type tires for all wheels. | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|---|--|
| State: 1. Make and type of wheel. 2. Dimensions for rims, both front and rear. 3. Colour of wheels. 4. Make, size and type of tires. | |
| Cab A cab-over style cab capable of seating one (1) driver and one (1) passenger complete with: Corrosion proof material applied over entire cab base inner and outer skin. Finish paint should be white. Preferred paint is ZA/94 Dupont B8917 or equal. Two (2) speed intermittent wiper controls. Wiper system will include window washer system. Cab grab handles and stairs conveniently located on both sides of cab for operator and passenger safety and comfort. Should have two (2) "West Coast" style mirrors, rectangular heads having a minimum 6" x 14" (15 cm x 35 cm) surface complete with 8" (20 cm) convex heads (square or circular). Mirrors should be of the break away type. Should be safety windshield tinted type having capability for a minimum of 70% filtration for interior temperature control. State: If in compliance. List any deviations. Number and location of grab handles. | |

| | Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|----|--|--|
| 2. | Interior Interior to consist of the following: 1. Prefer cab interior and trim to be dark grey colour and made of easy to clean materials throughout (preferably vinyl with moulded plastic trim). 2. Black rubber floor mats, sun visors, arm rests, door trim panels and overhead liner. 3. Front individual bucket type seats. Driver's seat should be six (6) way adjustable air suspension seat forward/rear, up/down and adjustable lumbar support. The lumbar support should offer full vertical and lateral adjustment. Both seats should be constructed of good quality and wear resistant material. The seats should come complete with a wide base. Cover material should be dark, heavy duty knitted cordura type vinyl fabric. Seats will be fitted with occupant seat belts in compliance with the B.C. Motor Vehicle Act. 4. A heater/ventilation system complete with a multiposition blower fan. 5. Air conditioning. 6. Passenger door window should be a power window activated individually and which can be controlled by the driver as well. State: 1. If in compliance. List any deviations. 2. Interior colour and material | |
| 3. | Steering Unit should come with tilt and height adjustable steering wheel. Unit must incorporate power steering assist. Turn signal control to be built in within steering wheel column and to be heavy duty, automatic self cancelling. State: 1. If steering wheel has tilt adjustment. 2. If steering wheel has height adjustment. 3. If power steering provided. 4. If self-cancelling turn signals provided. | |

| | Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|----|--|--|
| 4. | Operators Console Gauge cluster should 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, should include low oil pressure, high coolant temperature engine functions. State: 1. If in compliance. | |
| 5. | Cab Front End Should have hydraulic assist cab tilt mechanism with hydraulic and manual locks. State: 1. If hydraulic tilt assist available. 2. If hydraulic and manual locks available. | |

| Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|---|--|
| POWERTRAIN 1. Engine Ratings An internal combustion diesel engine having the following approximate ratings: Net Hp as per SAE J1349 of 260 Hp Torque of at least 620 ft*lb Engine should offer peak torque across a broad RPM range (i.e. 1,100 to 1,300 RPM). State: 1. Engine Make and Model. 2. SAE HP and RPM. 3. Peak Torque values at RPM range. 4. Provide torque curve chart. 5. Make and model of engine. 6. Engine displacement. | |
| Electronic Controls Prefer 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 should have a normal idle RPM less than 700 RPM. The engine electronic control unit shall be set and enabled as per discussions prior to tender award. State: If available. Type of engine controls. Compliance with EPA Standards. Location of ECU (s). Engine idle RPM. | |

| | Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|----|--|--|
| 3. | Fuel System and Fuel Tank Electronically governed fuel delivery system. Fuel system, in addition to supplied filtration, should include a Racor fuel/water separator having 10 micron media. Fuel tank to have 190 L (50 US gallons) capacity complete with non-spill venting. Fill spout position should be located for quick and easy refill. Tank to be full of fuel upon delivery. State: 1. Type of injection. 2. Racor fuel/water separation. 3. Location of fill spout. | |
| 4. | Fuel The engine will be operated on B5 biodiesel. Engine warranty should not be void when using this fuel. Prefer engine to operate on B20 biodiesel. State: Is the B5 blend of biodiesel an acceptable form of fuel? Will the B5 blend of fuel void engine warranty? Is the B20 blend of biodiesel an acceptable form of fuel? Will the B20 blend of fuel void engine warranty? Estimated fuel consumption in litres/hr at max horsepower. Estimated fuel consumption in litres/hr at max torque. Estimated fuel consumption in litres/hr while idling. Actual CO emissions. Actual idle CO emissions. Actual none methane hydrocarbons plus NOX. Actual NMH plus NOX. Actual PM per gram brake horsepower/hour. | |

| | Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|----|---|--|
| 5. | Coolant System Coolant system shall have sufficient capacity. The coolant system should comprise of silicone hoses (or equivalent), filter/conditioner and anti-freeze solution having minimum cold weather protection to -25°C. State: 1. Type of hoses. 2. Type of filtration. 3. Type of anti-freeze solution. 4. Frequency of solution replacement. | |
| 6. | Radiator A long life radiator having safe cooling capacity for the engine and transmission is required. State: 1. Radiator type and capacity. | |
| 7. | Air Induction The air induction system composed at a primary and secondary element including an air restriction indicator for timely and effective maintenance. State: 1. Type of filtration and location. 2. Air restriction indicator. | |

| | ltom 4 | Make: |
|----|--|--|
| | Item 1 Roadline Marker Cab & Chassis | Model No. |
| | Specifications | Year: |
| | (Tenderers: do not write in this section) | Tenderers to indicate compliance or deviations with specifications below |
| 8. | Transmission An Allison automatic transmission or City of Vancouver approved equivalent is required. The transmission must be sized for the GVWR of 18,140 kg (40,000 lb). The transmission must also be fully capable of roadmarking operations. | |
| | This vehicle shall be utilized in operations almost entirely within the City. Speeds while roadmarking range from 8 kph (5 mph) on average to a maximum of 19 kph (12 mph) while roadmarking. Typical road speeds range from 0 kph to 60 kph (37.3 mph). Occasional road speeds up to a maximum of 90 kph (56 mph) are possible. | |
| | Proponents shall provide a SCAAN analysis. Should have at least 20% startability. | |
| | State: Make and model of transmission. Top speed. Provide Allison SCAAN analysis and options for consideration. | |
| D. | BRAKES | |
| 1. | Air Brakes The air brake system should be capable of applying adequate braking power for a fully loaded chassis. Air brake system must be fully in compliance with the B.C. Motor Vehicle Safety Act and B.C. Commercial Vehicle Act. | |
| | The unit brake system shall incorporate anti-wheel lock technology (ABS). A visual and audible alarm to signal the operator of a malfunction shall be provided within the cab dash cluster area. | |
| | State:1. If fully in compliance with above Acts and Regulations.2. If "ABS" provided or if available.3. Make and model of ABS. | |

| | Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|----|--|--|
| 2. | Air Compressor 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 CFM should be given. State: 1. Make, model and capacity. | |
| 3. | Air Dryer A replaceable air dryer capable of removing accumulating brake system debris and water. A Meritor cartridge type or equivalent dryer, complete with desiccating filter and alloy debris filter should be supplied. State: 1. Make, model and capacity. | |
| 4. | Low Air Warning Both audible and visual brake system low air warning devices inside the cab for operators visual acuity and safety. Easily read air pressure gauge within the dash cluster must be provided. State: 1. Type of low air warning. | |
| 5. | Automatic Drain Valves Shall have automatic drain valves, to be located at the air supply reservoir, primary reservoir and secondary reservoirs. State: 1. What is offered. | |

| | Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|-----|--|--|
| 6. | Air Lines Air lines shall be "synflex" nylon type tubing material colour coded for ease of serviceability and routed to minimize exposure to damage. Line materials should meet SAE J-1402 at articulation points. Stainless steel braided tube for air compressor discharge line should be used. State: 1. Type of airlines material. | |
| 7. | Brakes Standard air brake system of drum and shoe S-cam type. Non-asbestos type is required. State: 1. Make and type of brake shoes and drum. 2. If non-asbestos type brakes are used. | |
| 8. | Slack Adjusters Shall have automatic slack adjusters being Meritor long stroke or City of Vancouver acceptable equivalent. State: 1. Make and type of adjuster. | |
| 9. | Dust Shields Wheels shall be equipped with dust shields on both front and rear axles. State: 1. What is offered. | |
| 10. | Magnetic Drain Plugs Shall be supplied for transmission, rear axle, and crankcase. State: 1. What is offered. | |

| 11. | Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) Air Brake Chambers Shall have long stroke chambers. Rear "parking" spring chambers activated from dash mounted control valve and complete with anti-compounding control. Brakes chambers should be high mount for maximum ground clearance. State: | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|-----|--|--|
| | Make and model of chambers. Size specifications for chambers. If chambers are long stroke. Ground clearance for brake chambers. | |
| EL | ECTRICAL SPECIFICATIONS | |
| 1. | Alternator Shall be a low RPM turn on 12 volt self regulating alternator having a minimum of 100 amperes output capacity, Leece-Neville 2819 LC or equivalent. At least 70% of total output capacity should be available at 1,000 engine RPM or less. Alternator should feature enhancements incorporating coated systems to mitigate failures due to corrosion and provide extended service life. State: 1. Make and model of alternator. | |
| | 2. Output rating at 1000 RPM. | |
| 2. | Starter 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 overcrank protection required to prevent overheating due to excessive cranking durations and extended service life. State: 1. Make and model. | |

| | Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|----|--|---|
| 3. | Battery(s) Battery(s), maintenance free type, of sufficient capacity to power the starter at the lowest ambient temperature range encountered within the Lower Mainland. The battery box to be located parallel with and tight to the frame thereby reducing vibrations. | |
| | State: Reserve capacity rating cold cranking amperes. Make and model. Number of batteries. | |
| 4. | <u>Disconnect Switch/Remote Boost Stud</u> Unit electrical/battery system should incorporate a means of disconnecting the electrical systems and also provide a means of easy "boost" should it be required. | |
| | State:1. Compliance.2. Location of battery boost stud.3. If battery disconnect switch is provided, and if so, the location of the switch. | |
| 6. | Fuse Box Automotive style waterproof resettable circuit breakers should be included. Power distribution system(s) should utilize, where possible, resettable manual circuit breakers. The electrical system should incorporate SAE blade type fuses as standard equipment where resettable circuits are not. Complete and full electrical wiring schematics to be provided to the City at time of equipment delivery to the authorized receiving individual. | |
| | State:Type of circuit breakers.Electrical schematics required at time of delivery. | |

| | Item 1 Roadline Marker Cab & Chassis Specifications | Make: Model No. Year: |
|----|--|--|
| | (Tenderers: do not write in this section) | Tenderers to indicate compliance or deviations with specifications below |
| 7. | <u>Cab</u> Night time marker lamps should be supplied. Prefer flush mounted cab clearance identification lamps LED type. | |
| | State:1. What is offered.2. How many cab clearance identification lamps are supplied.3. If LED lamps offered. | |
| 8. | Backup Alarm Shall be included, and having approximately 100 dBA electric warning alarm device. | |
| | State: Type and dBA rating. | |
| 9. | Horn Should have an electric and an air horn. State: 1. If electric horn supplied. 2. If air horn supplied. | |
| | z. II ali nom supptieu. | |
| G. | OTHER | |
| 1. | Compliance Vehicle shall 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. Vehicle must also comply with Work Safe BC Regulations, Transport Canada Regulations, and Federal Government Motor Vehicle Safety Act and Regulations. State: 1. Compliance in full. | |

| Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|---|--|
| Warranty 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. Should have at least one year of warranty (starting from the in service date). State: Standard applicable warranty and terms on vehicle and attach a copy of actual warranty document to be delivered with each vehicle. Standard applicable warranty for associated components and parts not covered or separate from the vehicle coverage noted above. Provide terms and pricing of optional extended warranty where available for the vehicle and components. | |
| 3. Warranty Work 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 should have a warranty agreement with the manufacturer whereby much of this work is completed by the City Equipment Services shop and for which we are reimbursed at City charge out rates. State: 1. If an in-house warranty agreement is provided. 2. Provide the procedures and terms of each warranty provision. | |

| | Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|----|--|--|
| 4. | Manuals and Training Aids The following to be made available to the City of Vancouver authorized representative as noted in this document: • Three (3) copies parts manuals - CD-ROM acceptable alternate; • Three (3) copies service manuals - alternatively CD-ROM; • Prefer secured access to manufactures website where the above information is available at all times; • Four (4) sets operator manuals; • If available, any audio-visual aids such as videotape which will assist, advise/instruct operators and mechanics should be available on an ongoing basis; 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. State: 1. What is offered. | |
| 3. | Scheduled Maintenance The following to be provided by the successful bidder at time of vehicle delivery. 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. State: What is offered. | |

| | Item 1 Roadline Marker Cab & Chassis Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|-----------|--|--|
| 6. | Keys Four (4) full sets of keys provided at vehicle delivery. All locks should be keyed alike. State: | deviations with specifications below |
| 7. | Delivery 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. State: 1. Earliest delivery date. | |
| H. | | |
| 2. | Payload and Engine Upgrade GVW and engine upgraded for unit to perform full line marking operations as described in Items 1 and 2 of this tender. State: 1. If GVW needs to be upgraded and how this can be achieved. 2. If engine needs to be upgraded and the hP and torque ratings associated with the upgrade. 3. All other applicable changes/information with upgrade (ie. Transmission, biodiesel, turn radius, etc.) | |

| Item 1 Roadline Marker Cab & Chassis Specifications | Make: Model No. Year: |
|--|--|
| (Tenderers: do not write in this section) | Tenderers to indicate compliance or deviations with specifications below |
| Other Suggested Options. Suggested options keeping in mind intended application. State: 1. What is offered. | |

1.0 General Specifications (Roadline Marker Body)

| Item 2 Roadline Marker Body Specifications (Tenderers: do not write in this section) A. GENERAL REQUIREMENTS The City of Vancouver requires one (1) truck mounted, | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|--|--|
| airless spray line striper with rear cab operation to be used on City streets to paint traffic lines. The unit shall operate at speeds of approximately 8 kph (5 mph), painting two different colour lines. To be supplied with Graco paint and bead guns. B BODY | |
| B. BODY Platform The platform shall be of heavy duty construction and of adequate size and strength to accommodate all the components, equipment, accessories, fluids, one driver and two operators. Overall width of the platform must not exceed 96" (244 cm). Square tubing railing that is 42" (107cm) high is required around all walking areas. Tubing to be rounded off at all edges and corners. All walking areas to have a minimum of 10 gauge non-skid plate. Two (2) access ladders are required on the curb side; one for access to the rear cab and one for access to the platform. One (1) access ladder is required on the road side for access to the rear cab. Each ladder entrance to have a close-off safety chain. All equipment on the platform should be positioned for easy operation and servicing. State Overall width of platform. Overall length of complete unit. Size of longitudinal structural members of the platform. Size of cross structural members of the platform. Size of square tube railing. Height of railing. Material and thickness of non-skid plate. Number and location of ladders. If all ladder entrances have a safety chain. | |
| | |

| Item 2 | Make: |
|---|-------------------------------------|
| Roadline Marker Body | Model No. |
| Specifications | Year: |
| (Tenderers: do not write in this section) | Tenderers to indicate compliance or |

2. Rear Cab

A totally enclosed cab approximately 72" (183cm) high, 102" (260cm) wide and 60" (152cm) deep to be built on the back of the striper. The cab should be made of formed steel. Two (2) access doors will be provided to access operator positions from either side of the truck. Each door will have safety glass. Ample use of windows will be provided to allow good visibility to operators. Sliding bay window will be provided at each operator station. Below each bay window will be safety glass installed at a 45 degree angle for visibility of the carriage assembly when striping. All windows, including windows to be have dark tint.

Cab interior to be insulated with vinyl clad foam for insulation and sound deadening and floor shall be clad with a foam rubber mat for sound suppression. Maximum noise levels in the enclosed cab at the operator's ear position to be not more than 85 Dba. All available interior and exterior factory installed sound suppression systems to be included.

There shall be two (2) operator stations with ergonomic seats with no arm rests. Operator's seats should be six (6) way adjustable air suspension seats - forward/rear, up/down and adjustable lumbar support. The lumbar support should offer full vertical and lateral adjustment. Both seats should be constructed of good quality and wear resistant material. The seats should come complete with a wide base. Cover material should be dark, heavy duty knitted cordura type vinyl fabric. Seats will be fitted with occupant seat belts in compliance with the B.C. Motor Vehicle Act.

There shall be two (2) interior lights, one over each operator with separate dimmer and shut off switch for each operator. Cab shall be complete with heater, air conditioning and rear view mirrors.

Controls for all platform equipment, painting and beading operations to be done from the rear cab.

State:

- 1. Overall dimensions of the cab.
- 2. Description of cab construction material.
- 3. Number, location and short description of all cab access doors and windows.
- 4. If cab air conditioning and heating is offered.

| | Item 2 Roadline Marker Body Specifications (Tenderers: do not write in this section) 5. Description of cab insulation. 6. Noise level in cab under full load with doors and windows closed (in dBa) and standard used for noise level measurement. 7. What sound suppression systems are supplied. 8. Type of fabric, colour and make of seat. 9. If seat belts are included. 10. If all adjustments listed are accommodated. | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|----------|--|--|
| , | 11. If in compliance with the B.C. Motor Vehicle Act.12. If two separately controlled dimmer lights are offered.13. If all windows are tinted. | |
| c | AUXILIARY ENGINE | |
| | Auxiliary Engine The auxiliary diesel powered engine shall be capable of driving all painting operations under continuous load. Engine to be equipped with 12 volt ignition system, self starter, shutdown protection provisions and cooling system. Fuel to be sourced from truck tank and shall have its own fuel-water separator. Noise level of the engine to be no more than 85 dB six (6) feet away. Exhaust from the diesel engine to be plumbed up and away from all driver and operator functions. | |
| | Make, model of engine. Net SAE hp and torque at rated RPM. Is the B5 blend of biodiesel an acceptable form of fuel? Will the B5 blend of fuel void engine warranty? Is the B20 blend of biodiesel an acceptable form of fuel? Will the B20 blend of fuel void engine warranty? If self starter, and shutdown protection provisions are offered. Noise level of engine at 6 ft from source. Location and how exhaust is directed. | |

| | Item 2 Roadline Marker Body Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|----|--|--|
| D. | AIR SUPPLY | |
| | Air Compressor & Reservoir Air compressor and reservoir to be able to supply adequate air volume and pressure for all air operated equipment to operate simultaneously in full operational mode. In particular, the system must be able to provide full linemarking functions while the air dusters are on. Compressor shall be capable of driving the system under continuous load and shall be of 2-stage piston or rotary screw type to provide high volume and high pressure. An automatic compressor engine control shall be supplied to regulate air demand and shall be able to be started from the operator station. Two stage air dryer is preferred. Air reservoir to have automatic and manual (hand lever) releasing valve. Prefer diesel engine and compressor to be of well known make with parts to be easily accessible within a 48 hour time-frame. | |
| | State: Compressor type make, model, and CFM of compressor. Reservoir (storage tank) capacity. If automatic compressor engine control offered. If the compressor can be started from the driver cab and rear cab. If two stage air dryer is offer. Make and model of air dryer. | |
| 2. | Air Take Off An air take-off on the rear of both the right and left hand side of the truck with quick disconnect air connector for remote connection to hand tools. State: 1. If in compliance. | |
| | HYDRAULIC SYSTEM Hydraulic Reservoir Hydraulic reservoir of adequate size for maintaining proper cooling and to operate hydraulically powered | |
| | equipment simultaneously at full operational mode. Two | |

| | Item 2 | Make: |
|----|--|--|
| | Roadline Marker Body | Model No. |
| | Specifications | Year: |
| | (Tenderers: do not write in this section) | Tenderers to indicate compliance or deviations with specifications below |
| | (2) 10 micron replaceable spin on filters in the return line for filter replacement are required. A hydraulic cooler is also required to keep hydraulic temperature within operating range. Site gage required. | |
| | State: Size of hydraulic reservoir. If sight gauge included. If 10 micron filters are offered. If two shut off valves are offered. If a hydraulic cooler is offered. | |
| 2. | Hydraulic Pumps | |
| | Two (2) hydraulic pumps of sufficient size to power the hydraulic system are required. Pumps to be made by a standard North American manufacturer with easy accessibility to parts within a 48 hour time frame. | |
| | State:1. Type, make, model of pumps.2. Capacity of pumps. | |
| F. | PAINT DELIVERY | |
| 1. | Paint Loading Pumps Two (2) air operated double diaphragm pumps (Graco, Huskey 2150 or City approved equivalent) shall be supplied for loading white and yellow paint into the bulk tanks. | |
| | Pumps shall have a bolted housing with the internal wetted parts constructed entirely of stainless steel, and will have Teflon diaphragms. | |
| | A provision to re-circulate paint for agitation back to the storage tank is required. All necessary hardware for the loading of paint from ground level with a 2" (5cm) hose connection shall be included. All pumps will be capable of pumping all kinds of solvent and water based paints. | |
| | State: Make, model and size of paint loading pumps. Flow rating of the pump. If all wetted parts of the pumps are made of stainless steel. If pumps have Teflon diaphragms. | |

| | Item 2 | Make: |
|----|--|--|
| | Roadline Marker Body | Model No. |
| | Specifications | Year: |
| | · | |
| | (Tenderers: do not write in this section) | Tenderers to indicate compliance or deviations with specifications below |
| | 5. If all necessary hardware to connect to a 2" hose is offered. | |
| | 6. The mechanism of isolation of pumps from the system | |
| | for cleaning. | |
| | 7. If pump components are compatible with all kinds of | |
| | water and solvent based paints. | |
| | 8. If paint recirculation provision for agitation is offered. | |
| 2. | Paint Storage | |
| | Two (2) 180 US gallon (681L) paint storage tanks are | |
| | required for two different colours of paint with a suitable amount of splash area remaining at the top of the each | |
| | tank when full. The storage tanks to be made up of at | |
| | least 10 gauge steel with inspection lid and paint shut off | |
| | valve on each storage tank. Bottom of the storage tanks to | |
| | be sloped into a cone shape to prevent wastage of paint | |
| | and ease of drainage. All paint and air valves and lines to | |
| | be colour coded. Each paint tank to have an automatic paint agitator with adjustable speed control operable | |
| | from the rear cab. | |
| | | |
| | State: | |
| | Volume capacity of each storage tank. Overall dimensions of each storage tank. | |
| | Overall dimensions of each storage tank. Size of splash area provided at top of tank. | |
| | 4. Thickness of steel used for fabrication. | |
| | 5. If inspection lids are offered. | |
| | 6. If the bottom of the storage tank is sloped into a cone | |
| | shape. | |
| | 7. How the paint agitator is plumbed and how it | |
| | operates. 8. If the paint agitator has an adjustable speed control. | |
| | o. If the paint agreator has an adjustable speed control. | |
| 3. | Paint Heating System | |
| | The paint heating system is required to heat and maintain | |
| | paint at operating temperature. The heating system is to | |
| | take heat from the auxiliary engine. Two separate heat | |
| | exchangers will be required, one for white paint and one | |
| | for yellow paint. | |
| | Heat exchangers to have stainless steel tubes, ends, and | |
| | bonnets and systems that lead to high maintenance and | |
| | repair should be avoided. Heat transfer medium to be | |
| | glycol. A temperature switch shall be provided to start | |
| | and stop the flow of the glycol as the paint reaches desired temperature. A diversion valve shall be provided | |
| | in the glycol system to control flow to the heat | |

| Item 2 | Make: |
|--|--|
| Roadline Marker Body | Model No. |
| Specifications | Year: |
| (Tenderers: do not write in this section) | Tenderers to indicate compliance or deviations with specifications below |
| exchangers. Temperature controls and separate temperature gauges for both white and yellow paint to be located in the rear cab easily accessible to both operators. A system to prevent glycol from contaminating the paint is required. State: 1. Max paint temperature reachable @ 21°C (70°F) ambient temperature. 2. Describe heat source of heat exchanger. 3. Describe interface type. 4. If tubes, ends and bonnets are stainless steel. 5. If temperature switch and diversion valve are offered. 6. How paint temperature is maintained. 7. If temperature controls and gauges are offered in rear cab. 8. What provision for preventing glycol-paint | |
| 8. What provision for preventing glycol-paint contamination is offered. 4. High Pressure Pumps Two (2) high pressure double acting piston pumps with hydraulic motors are required to operate airless paint | |
| pumps. Pumps and motors to be Graco. Pumps must be sufficient in size to provide 20-25 mil of wet paint from two (2) guns off the one carriage and one (1) gun off the other carriage while travelling at a maximum speed of 19 kph (12 mph). | |
| Pumps to have all wetted parts made of stainless steel and to have Teflon packing. Pumps to have proper grounding from static electric charge. | |
| Accumulators to be supplied on each high pressure line. | |
| State: 1. If pumps and motors are Graco 2. Model and flow rate of pumps. 3. Model of motors. 4. If size is sufficient for operation as stated above. 5. If all wetted parts of the pumps are stainless steel. 6. If proper grounding is offered. 7. Size and type of accumulators supplied. | |
| 5. <u>Solvent System</u> Require solvent cleaning systems with 20 gallon (76L) | |

| | Item 2 Roadline Marker Body Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or |
|----|--|---|
| | pressure tank piped into each main line adjacent to shut off valve at the tank in order that each line can be flushed independently. | deviations with specifications below |
| | State: 1. What is offered. | |
| 6. | Line Oiler and Moisture Trap Two (2) air line oilers will be included in the plumbing which feed the spray guns. One (1) line oiler will be provided for the paint and bead guns to each carriage. It will inject a mist of oil to the guns. A self expelling moisture trap will be plumbed just before the line oiler to remove moisture from the air. | |
| | State:1. If in compliance.2. Make and model of oiler and moisture trap. | |
| G. | BEAD DELIVERY | |
| 1. | Glass Bead Storage Glass bead storage of 1,500 lbs (680 kg) is required. The bead storage tank to be all steel, pressure tested to withstand system pressure and a 24" (61cm) top opening for manual loading of beads in case main vacuum system fails. | |
| | State:1. What is offered.2. Pressure rating of storage tank. | |
| 2. | Bead Loading System An air operated pump bead loading system with a minimum capacity of 200 lbs (91kg) of glass beads per minute will be included in the glass supply system. The bead system shall operate by creating a vacuum in the bead tank and will take glass beads from the glass bead drum located at ground level. All plumbing for the bead loading system to have a 2" (5cm) flex suction hose connection. There must be good seal at all the vacuum system components especially at the tank lid. | |
| | State:1. Type, make, model and capacity of the pump.2. Loading capacity in lbs of glass beads per minute. | |

| | Item 2 Roadline Marker Body Specifications | Make: Model No. Year: Tenderers to indicate compliance or |
|----|---|---|
| | (Tenderers: do not write in this section) | deviations with specifications below |
| | Source of vacuum. If all plumbing for the bead loading system will be rigid pipe except for the flex suction tube. Material of the flex suction tube. | |
| Н. | CARRIAGE & ARRANGEMENTS | |
| 1. | Spray Gun Carriage Two spray gun carriages located behind the rear axles are required. Both spray gun carriages to be retractable to within the overall vehicle width and lift able for high speed transport. Both carriages shall be equipped with cylinders for moving the carriages to any point within it operating range. Preference for: - the in and out movement of the carriage to be operated by an electric over hydraulic control handle and - the up and down movement as well as down pressure to be operated by electric over air control switches. The cylinders shall be double acting and controlled be electric over hydraulic or electric over air control handle located in the rear cab. | |
| | State: If both carriages are behind the rear axle. If carriage cylinders are double acting. If both carriages are retractable and lift able. If both carriages are guarded with marker lights. How in and out movements are controlled (hyd./air). How up and down movements are controlled (hyd./air). | i |
| 2. | Left Street Carriage Arrangement Left street carriage to be arranged as follows: Gun 1 - white none Gun 2 - yellow Gun 4 - yellow Gun 3 - bead Gun 5 - bead The left street carriage must be capable of bein operated in any position from inside the outer edge of the platform to a point 36" (92cm) outboard of this location. State: 1. Number and description of guns on the left street carriage. 2. If spray gun arrangement is in compliance. 3. Perpendicular range of left street carriage from | t |

| | Item 2 Roadline Marker Body Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|----|---|--|
| | platform edge. | |
| 3. | Right Street Carriage Arrangment Right street carriage to be arranged as follows: Gun 1 - white none Gun 3 - bead The left street carriage must be capable of being operated in any position from inside the outer edge of the platform to a point 36" (92cm) outboard of this location. | |
| | State: Number and description of guns on right street carriage. If spray gun arrangement is in compliance. Perpendicular range of right street carriage from platform edge. | |
| 4. | Carriage Controls Each carriage shall be controlled by electric over hydraulic or electric over air controls located in the rear cab. Power mechanism must operate in a smooth, controllable manner to avoid oversteering, creeping or jerking movements. Prefer in/out movement to be electric over hydraulic and up/down movement to be electric over air. | |
| | Carriages must automatically lift when the truck is reversing. | |
| | State: What movements are controlled by electric over hydraulic. What movements are controlled by electric over air. Location of control handles. If auto lift of carriages available when the unit is in reverse. | |

| | Item 2 Roadline Marker Body Specifications | Make: Model No. Year: |
|----|--|--|
| | (Tenderers: do not write in this section) | Tenderers to indicate compliance or deviations with specifications below |
| 5. | Carriage Wheels Pneumatic tires and road wheels with heavy duty tapered wheel bearings and dirt shields shall be provided to maintain spray gun height from the road surface at all times. The wheels to be mounted in caster mounts to allow pivoting in all directions. State: 1. Number of wheels on left street carriage. 2. Number of wheels on right street carriage. 3. If wheels are mounted in caster mounts. | |
| 6. | Spray Guns Paint and bead guns to be Graco. Controls to engage the bead guns must result in quick response time. State: | |
| | 1. If in compliance. 2. Model of paint guns. 3. Model of bead guns. | |
| 7. | Air Dusters Air dusters will be supplied on the carriage to clean the road surface prior to striping. ON/OFF controls will be located in the rear cab. | |
| | State:1. If air dusters are offered.2. Location of air dusters.3. Location of ON/OFF valves. | |
| ı. | ELECTRONICS & CONTROLS | |
| 1. | Skip Line Controls Electronic skip line control system with gun operation by ground signal. Skip setting mechanism with toggle switches. To be equipped with a display, luminescent back light compatible, alphanumeric display for advisory/warning messages and striping and cycle settings. Basic accuracy of the skipsetter shall be within 0.2 ft. (61cm) in all conditions and settings. The electronic system must be able to supply the following: track mil thickness bead rate usage | |

| | Item 2 Roadline Marker Body Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|----|--|--|
| | speed of vehicle storage of three (3) alternate patterns for quick changes while the unit is in operation be easily calibrated footage counters for each paint gun separated for solid and skip distance painted in each color and the total odometer for distance measuring and total job distance counters for calculating gallons used show amount of paint left in each tank Reliability and product support must be available. A demonstration must be provided at time of award of tender to customize the controls. State: 1. If in compliance with the above features listed. 2. Are parts readily available. Location of warehouse. 3. Is product support available and location. 4. If a demonstration is available. | |
| 2. | Optical Sighting System An in-cab optical sighting system that allows the driver to easily align the vehicle for either left or right side painting must be supplied. State: 1. If in compliance. 2. Location of guide. 3. Type of guide available. | |
| 3. | Intercom System A high quality headset system (Peltor or City approved equivalent) for communication between the driver and the striping equipment operators is required. Two headsets with dual earphones will be provided for the operators and one headset with a left earphone and right vented earpiece will be provided for the driver. State: 1. Make and model of intercom system. 2. If in compliance. | |

| | ltem 2 Roadline Marker Body | Make: Model No. |
|----|---|--|
| | Specifications | Year: |
| | (Tenderers: do not write in this section) | Tenderers to indicate compliance or deviations with specifications below |
| 4. | Strobe and Work Lights Required: Two (2) strobes to be mounted on top of driver cab. Controls to be located in the driver cab. Two (2) strobes mounted on top of the rear cab. LED lights to be mounted on the carriages and must be low profile to prevent being knocked off. Controls to be located in the rear cab. One (1) minimum 15 watt night work light with deck mounted switch to be mounted above at each paint loading pump and, and rear bumper. | |
| 5. | State: If lights are offered as specified. Number of work lights offered. Location of work lights. If work light switches are as above. Message Board A message board approximately 25" (63.5cm) x 54" (137cm) to be mounted on the back of the rear cab to | |
| | display "Road Marking In Process" as well as other programmable messages. Controls for the message board to be in the driver cab. State: 1. Make, model and size of the message board. 2. Location of controls. | |
| J. | OTHER | |
| 1. | Compliance 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. Vehicle must also comply with Work Safe BC Regulations, Transport Canada Regulations, and Federal Government Motor Vehicle Safety Act and Regulations. State: 1. Compliance in full. | |
| 2. | Warranty Provide details concerning the standard applicable vehicle | |

| | Item 2 | Make: |
|----|---|--|
| | Roadline Marker Body | Model No. |
| | Specifications | Year: |
| | (Tenderers: do not write in this section) | Tenderers to indicate compliance or deviations with specifications below |
| | warranty. Additionally, provide warranty and terms with components and parts not covered within the standard manufacture warranty. Should have at least one year of warranty (starting from the in service date). | |
| | State: 1. Standard applicable warranty for associated components and parts. 2. Provide terms and pricing of optional extended warranty where available for the vehicle and components. | |
| 3. | Warranty Work 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 should have a warranty agreement with the manufacturer whereby much of this work is completed by the City Equipment Services shop and for which we are reimbursed. | |
| | State: If an in-house warranty agreement is provided. Provide the procedures and terms of each warranty provision. Warranty fee reimbursement provisions. | |
| 4. | Manuals and Training Aids The following to be made available to the City of Vancouver authorized representative as noted in this document: Three (3) copies parts manuals - CD-ROM acceptable alternate; Three (3) copies service manuals - alternatively CD-ROM; Prefer secured access to manufactures website where the above information is available at all times; Four (4) sets operator manuals; If available, any audio-visual aids such as videotape which will assist, advise/instruct operators and mechanics should be available on an ongoing basis; 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 | |

| | Item 2 Roadline Marker Body Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or |
|----|--|---|
| | well. State: 1. What is offered. | deviations with specifications below |
| 5. | Scheduled Maintenance The following to be provided by the successful bidder at time of vehicle delivery. 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. State: What is offered. | |
| 6. | Drawings Vendor to supply with this tender: plan view, left, right and rear elevations of platform and equipment layout. weight distribution chart of all loaded equipment Vendor to supply at time of demonstration or award: design drawings which are to include hydraulic and pneumatic schematics of proposed striper load distribution diagram. State: If drawings will be supplied as requested above. | |
| 7. | Training Two (2) days instruction for the operators and mechanics between the hours of 7:00am to 3:30pm, by competent factory personnel prior to in-service as well as follow-up session thirty (30) days after in-service. Training to cover but not limited to: - operation of vehicle - maintenance of vehicle - control systems and electronics diagnosis | |

| | Item 2 Roadline Marker Body | Make: Model No. |
|-----|--|---|
| | Specifications (Tenderers: do not write in this section) | Year: Tenderers to indicate compliance or deviations with specifications below |
| | The training is to be supplied by the successful contractor at National Yards, 701 National Avenue, Vancouver, V6A 4L3. | |
| | State: 1. What is offered. | |
| 8. | Machines of this Make and Model The City's prior experience with the tendered make and class of unit or experiences of other reputed users of the unit whose opinion the City values will be a prime consideration in the selection of the unit. The City will not accept a unit that has served less than five (5) years of service life through a reputable reference. References must have demonstrated experience. | |
| | State:1. Number of machines in Canada of this make and model. Prefer BC references | |
| | <u>Provide</u> : At least three (3) names (and contact information) for references and the number of years that the references have operated the tendered unit. | |
| 9. | Demonstration and References A demonstration may be requested at National Works Yard, 701 National Avenue, Vancouver, V6A 4L3. The City is not liable for cleaning, modification, cartage or other charges in the event a contract is not awarded to vendor as a result of the demonstration. If a demonstration unit is not available, list the nearest location that a unit of similar size and make can be viewed. | |
| | State: Compliance. If demonstration available. Notice needed for demonstration, if requested. Proposed location of demonstration, if requested. | |
| 10. | <u>Delivery</u> To Manitoba Works Yard, 250 West 70 th Avenue, Vancouver B.C. | |

| | Item 2 Roadline Marker Body Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or |
|----|---|---|
| | (Tenderers. do not write in this section) | deviations with specifications below |
| | State: 1. Number of weeks from date of order to date of delivery. | |
| K. | OPTIONS | |
| | 1. <u>Pre-Build Conference</u> Prior to construction, a prebuild conference will be held at a City designated site to assure adherence to specifications and quality requirements. The successful Contractor shall be responsible for all travel and lodging expenses. | |
| | <u>State:</u> 1. If available. | |
| | Sound attenuation Additional sound attenuation to reduce noise from the auxiliary engine. | |
| | State:1. Reduction in sound level (in dB). | |
| | 3. Reduced Payload Advise if weight and/or distribution of equipment when fully loaded with fluids, accessories and passengers as specified in Item 1 and 2 of this tender will cause the unit to be overweight. Recommend what can be minimized in order to avoid an overweight unit. | |
| | State:1. If unit will be overweight for the chassis.2. What equipment can be reduced in weight or capacity to prevent and overweight situation. | |
| | 4. Camera Guidance System Two (2) cameras on the front of each corner of the driver cab to allow the driver to align the vehicle for either right or left side painting. The third camera shall be mounted on the back of the rear cab to be used for backing up. Cameras must be housed in lockable weatherproof enclosures, designed for easy access. All three (3) cameras must be capable of quick adjustment from shadows to bright sunlight or visa | |

| Item 2 Roadline Marker Body Specifications (Tenderers: do not write in this section) | Make: Model No. Year: Tenderers to indicate compliance or deviations with specifications below |
|---|--|
| versa without loss of detail or colour. One colour monitor with a screen area of minimum 6" (15.24cm) diagonally shall be mounted in the driver's compartment. A switch will be supplied to allow viewing of either camera on monitor. | |
| A product brochure as well as a list of up to three (3) references who have operated the camera guidance system to be supplied. A demonstration may be required. | |
| State: Number of cameras offered. Make and model of each camera. If the location of the front cameras is adjustable laterally. If cameras can adjust from sunlight to shade. Make, model and diagonal size of the monitor. If a switch is offered to view each camera on the monitor. | |
| 7. If demonstration is available.8. If a list of references attached with product brochure. | |
| 5. Other List any options or additions which will enhance the features of this machine. | |