



The Municipality of the Village of Lions Bay

REQUEST FOR PROPOSALS

RFP.18-05

For

PUBLIC WORKS LEASE TRUCKS

PROPOSALS WILL NOT BE OPENED PUBLICLY

SUBMISSIONS:

**Proposals will be accepted on
Monday to Friday
between 9:00 AM and 4:00 PM
up to and including the closing date.**

SUBMIT QUOTATIONS TO:

Attention: Pamela Rooke, Chief Financial Officer
Village of Lions Bay Municipal Hall
PO Box 141-400 Centre Rd,
Lions Bay BC, V0N 2E0

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
1. INTRODUCTION.....	3
2. INSTRUCTIONS TO PROPONENTS	3
3. GENERAL CONDITIONS OF PROPOSAL.....	5
4. PROPOSAL CLOSING DATE	12
5. PROPOSAL PRICES.....	12
6. ALTERNATES.....	12
7. <i>FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FIPPA)</i>	12
8. EVALUATION CRITERIA.....	13
9. GIFTS AND DONATIONS	14
10. CANADIAN FREE TRADE AGREEMENT & NEW WEST PARTNERSHIP TRADE AGREEMENT	15
11. APPENDICES.....	15

1. INTRODUCTION

The Village of Lions Bay (the “**Municipality**”), as represented by its Public Works Department, is requesting Proposals for provision of four to five lease trucks having the specifications detailed in Appendix B. Through this Request for Proposal (**RFP**), the Municipality seeks to:

- a) Select a successful Proponent.
- b) Specify the requirements that would govern any resulting agreement(s).
- c) Determine costs.

If the Municipality receives a proposal acceptable to it, the Municipality will select one (1) or more parties who submitted a proposal (the “**Proponents**”) with whom the Municipality, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “**Contract**”) to perform the Work. It is anticipated that the terms detailed in Appendix D will form part of the Contract.

This document contains Instructions to Proponents and Proposed Contract Terms, as applicable for this RFP.

2. INSTRUCTIONS TO PROPONENTS

2.1. ISSUING OFFICE

<p>PUBLIC WORKS</p> <p><i>Technical Issues to the RFP:</i></p> <p>Naizam Jaffer, Public Works Manager works@lionsbay.ca (604) 921-9833</p>	<p>PURCHASING</p> <p><i>Purchasing Issues to the RFP:</i></p> <p>Pamela Rooke, Chief Financial Officer finance@lionsbay.ca (604) 921-9333 ext. 2</p>
--	--

2.2. VILLAGE OF LIONS BAY AUTHORIZED REPRESENTATIVES

The only persons who are, or shall be authorized to speak or act for Municipality of Lions Bay with respect to this RFP, are those whose positions or names have been specifically listed above in 2.1. Questions or concerns regarding this RFP must be received via email before the question period deadline defined in 2.3 below.

2.3. KEY DATES

- | | |
|-----------------------------|---------------|
| 1) Issuance of RFP | June 12, 2018 |
| 2) Question Period Deadline | July 2, 2018 |
| 3) Closing Date | July 6, 2018 |

2.4. CLOSING DATE AND TIME

The sealed Proposal, signed and dated by the Proponent's authorized representative, must be received by the Municipality Office by registered mail, courier, or hand delivery, not later than 4:00 PM (PDT) on the Closing Date identified in 2.3. above.

All Proposals' shall be date and time stamped upon receipt by the Municipality Office. In the case of a date and/or time dispute, the Municipality Office's date and time clock will govern.

Proposal's received after the deadline date and time will not be considered.

PLEASE CUT OUT THE FOLLOWING LABEL AND AFFIX THIS LABEL TO THE OUTSIDE OF YOUR PROPOSAL SUBMISSION:

APPLICATION SUBMITTED BY:		SUBMITTED TO:	
PROPONENT NAME PROPONENT COMPANY PROPONENT ADDRESS CITY, BC, POSTAL CODE		PAMELA ROOKE, CFO VILLAGE OF LIONS BAY PO BOX 141, 400 CENTRE ROAD LIONS BAY, BC, V0N 2E0	
FILE NUMBER	CLOSING DATE	CLOSING TIME:	
<i>RFP.18-05</i> <i>PUBLIC WORKS</i> <i>LEASE TRUCKS</i>	JULY 6, 2018	4:00 PM PDT	

2.5. PROPOSALS

This RFP states the instructions for submitting Proposal's, and the procedures and criteria by which Proponents will be selected.

**Each Proposal shall contain one (1) hard copy with original signature,
plus one (1) electronic copy on USB stick.**

If the Proposal is a joint Proposal by more than one Proponent, the Proposal must be submitted as a coordinated package with a primary Proponent identified.

Village of Lions Bay reserves the right to reject any or all Proposals, in the event that the Proposals do not meet the requirements of this RFP, which shall be determined by the Municipality in its absolute discretion. All costs incurred by Proponents in responding to this RFP are solely to the Proponent's account. Under no circumstances, including the cancellation of this RFP and/or the decision not to proceed with the RFP process, will Municipality be liable for any costs incurred by the interested Proponents. Furthermore, in no way will this document suggest or constitute a contractual arrangement between the Proponents and the Municipality.

The Proponent's Proposal and all supporting information become the property of Municipality. All such documentation may be reproduced by Municipality, provided that such reproduction is made solely for internal use or for any purpose required by law.

3. GENERAL CONDITIONS OF PROPOSAL

3.1. SUBMISSION OF PROPOSAL

- 3.1.1. All communications regarding this Request for Proposal shall be sent to the Purchasing Officer, at the Village of Lions Bay as noted in 2.1. The Municipality will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent shall notify Purchasing, who may if necessary, send written addenda to all Proponents.

- 3.1.2. If space provided for submission of your Proposal is insufficient, extra sheets may be attached. All such sheets shall be identified by the Proponent as being part of the Proposal submission
- 3.1.3. Proponents are advised that all the instructions to Proponents and General Conditions of Proposal as may be supplemented herewith, must be strictly complied with. Failure to do so either in whole or in part may invalidate the Proposal submitted.
- 3.1.4. Proposals shall be properly executed in full compliance with the following:
- 3.1.4.1. Proposals must be signed by the representative for the Proponent;
 - 3.1.4.2. if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
 - 3.1.4.3. if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
 - 3.1.4.4. if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
 - 3.1.4.5. if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.
- 3.1.5. In accordance with approved policy of the Municipality, each Proponent shall, as a condition of supplying goods and services to the Municipality, make full disclosure of any past, present or anticipated business relationships with any member of Council or Municipal staff:

- If a private company - Details of ownership of shares by any of the above.
 - If a public company - Details of any ownership of shares, in excess of 1% of total shares issued by any of the above.
 - If a partnership - Details of any partnership arrangement of any of the above.
 - Details of any directorship of any of the above, unless the directorship is only by reason of the individual being a member of Council, and who has Council's authorization to vote.
 - Details of any direct or indirect pecuniary interest of any of the above in the supply of such goods and services.
- 3.1.6. Disclosure, if any, of a business relationship shall be made in writing at time Proposal submission or at the time the Proponent become, or ought to have become, aware of any such relationship.
- 3.1.7. Each Proponent shall make full disclosure of any relationship with any employee of the Municipality who makes recommendations concerning the award of Request for Proposal or any employee who may allot work to or order supplies from the awarded Proposal. In addition, Proponents are to reveal details of ownership or partnership arrangements of any immediate relative employed by the Municipality who alone or with other relatives hold more than a 25% interest. Failure to disclose this information may result in the rejection of the proposal and/or cancellation of the award. The Municipality will not be liable for any costs incurred by the Proponent due to cancellation of the award.
- 3.1.8. The law applicable to this Request for Proposal shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this Proposal shall be brought or maintained in any Court other than in a court of the appropriate jurisdiction of the Province of British Columbia.
- 3.1.9. Other General Conditions applicable to this RFP
- 3.1.9.1. Appendices and Addenda

Any appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the Municipality.

3.1.9.2. Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

- 3.1.9.2.1. to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 3.1.9.2.2. that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 3.1.9.2.3. that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 3.1.9.2.4. that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 3.1.9.2.5. to hold harmless the Municipality, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 3.1.9.2.6. that it shall not be entitled to claim against the Municipality, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Municipality or otherwise

(including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;

3.1.9.2.7. that the Municipality will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the Municipality's acceptance or non-acceptance of a Proposal; and

3.1.9.2.8. to waive any right to contest in any proceeding, case, action or application, the right of the Municipality to negotiate with any Proponent for the Contract whom the Municipality deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Municipality and acknowledges that the Municipality may negotiate and contract with any Proponent it desires.

3.1.9.3. No Tender and no Contractual Relationship

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the Municipality to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the Municipality and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of

contractual obligations or the creation of contractual obligations as between the Municipality and the Proponent arising from this RFP or the submission of a Proposal.

3.1.10. Discretion of Municipality

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section prevail, govern and override all other parts of this RFP. The Municipality is not bound to accept any Proposal. At any time prior to execution of the Contract, the Municipality may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The Municipality reserves the right, in its sole and unfettered discretion, to:

- 3.1.10.1. utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 3.1.10.2. negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 3.1.10.3. waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 3.1.10.4. receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 3.1.10.5. determine whether any Proposal meets the submission requirements of this RFP; and

- 3.1.10.6. negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 3.1.10.7. negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.
- 3.1.11. Representations and Warranties
 - 3.1.11.1. The Municipality makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
 - 3.1.11.2. Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
 - 3.1.11.3. No implied obligation of any kind by, or on behalf of, the Municipality shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the Municipality, are and shall be the only representations and warranties that apply.
 - 3.1.11.4. Information referenced in this RFP, or otherwise made available by the Municipality or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the Municipality, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the Municipality any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

4. PROPOSAL CLOSING DATE

- 4.1. To be considered, all Proposals must be received by The Issuing Office by the closing time stated and at the location listed in the Instructions of this Request for Proposal

5. PROPOSAL PRICES

- 5.1. Prices quoted shall be in Canadian Currency. If not stated otherwise, the Municipality shall assume prices quoted are in Canadian funds.
- 5.2. Prices quoted shall include all applicable taxes, duties and costs of packing, cartage and transportation and other charges, unless otherwise expressly stipulated.
- 5.3. Proposals will remain irrevocable for a period of 90 days of Proposal closing in order to allow the Municipality the time to evaluate the proposals received and to conduct the negotiation with the selected Proponent(s).

6. ALTERNATES

- 6.1. Each Proponent may submit prices for alternate materials or services. The Municipality may, in its sole discretion, accept a Proposal for alternate materials or services. It is the Municipality's right to accept such a Proposal notwithstanding that other Proponents were not given an opportunity to submit a Proposal on such alternate materials or services.
- 6.2. The Municipality may ultimately enter into a contract for the supply of materials or services which are substantially or completely different from those that were described in the Request for Proposal.
- 6.3. If a Proponent proposes more than one alternate, Municipality of Lions Bay may accept any alternate or combination of alternates. Any Proponent offering alternative materials or supplies must provide full particulars of such alternates with its Proposal. If such particulars are not included, the Municipality may refuse to consider the Proposal.

7. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FIPPA)

- 7.1. The Municipality acknowledges that each Proposal may contain information in the nature of a Proponent's trade secrets or commercial, financial, labour relations,

scientific or technical information of or about a Proponent. The Municipality acknowledges and agrees that Proposals in response to this Request for Proposal are provided in confidence and protected from disclosure to the extent permitted under law. The Municipality is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the Municipality will be subject to this protection and all disclosure provisions of this legislation.

8. EVALUATION CRITERIA

The Municipality will assess the proposals utilizing the rating system shown below.

8.1. Evaluation

- 8.1.1. After the RFP Closing Time, the Municipality will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 8.1.2. In evaluating the Proposals received, the Municipality will consider all of the criteria listed below and the Municipality will have sole and unfettered discretion with respect to each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the Municipality has, and is hereby entitled to exercise, sole and unfettered discretion to award or not award a contract.
- 8.1.3. In addition to the evaluation criteria stated below in 8.1.5, the Municipality may take into account other considerations which the Municipality determines, in its sole and absolute discretion, provides the best value to the Municipality, including the Municipality's or others' past experience with a Proponent. The Municipality reserves the right not to negotiate a contract with any entity with which the Municipality is currently engaged in any form of dispute or dispute resolution mechanism.
- 8.1.4. By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision

of the Municipality to award points in respect of the criteria noted below.

- 8.1.5. Proposals will first be reviewed for compliance with the criteria of this RFP. Criteria for this RFP include Appendix A: Municipality Preferences and Appendix B: Truck Specifications.

Evaluation Criteria (Appendix A and Appendix B)	25
Proponent Capabilities and Experience	25
Pricing	50
<hr/>	
Total Points Available	100

The Municipality may select a Proponent with the lowest, but not necessarily the lowest, price with whom to negotiate the contract for the Work. Proposals will first be reviewed for compliance with the criteria for this RFP.

- 8.1.6. The Municipality also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.
- 8.1.7. At all times, the Municipality reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.
- 8.1.8. The criteria stated in Appendix A: Municipality Preferences and Appendix B: Truck Specifications represent the terms, conditions, and specifications desirable to the Municipality; however, these are not mandatory and any proposal that does not include all of these terms, conditions, and specifications may be considered as part of the evaluation process of this RFP.

9. GIFTS AND DONATIONS

- 9.1. The successful Proponent shall ensure that no representative of the successful Proponent shall extend entertainment, gifts, gratuities, discounts, or special

services, regardless of value, to any employee of Municipality of Lions Bay. The successful Proponent shall report to Purchasing, any attempt by Municipality employees to obtain such favors.

10. CANADIAN FREE TRADE AGREEMENT & NEW WEST PARTNERSHIP TRADE AGREEMENT

10.1. The provisions of the Canadian Free Trade Agreement (CFTA) and the New West Partnership Trade Agreement (NWPTA) apply to this Proposal.

11. APPENDICES

- A. Municipality Preferences
- B. Truck Specifications
- C. Proposal Submission Form
- D. Proposed Contract Terms

APPENDIX A**MUNICIPALITY PREFERENCES****1. NO MAINTENANCE LEASE****1.1 SERVICE**

Under normal circumstances all warranty work may be done by the Proponent. However, the Municipality reserves the right to have warranty work and/or other repairs done by the shop of the Municipality's choice.

1.2 TIRES

The replacement of tires will be the responsibility of the Municipality. Vehicles to be priced with tires as per the specifications for each vehicle.

1.3 INSURANCE

The Municipality will carry insurance on all vehicles in the minimum amount of ten million dollars liability, unless otherwise specified by the lessor. The Municipality will be responsible for all deductible charges.

1.4 VEHICLE RETURN

The Municipality considers the following items as part of "fair wear and tear". In all cases, the deciding factor will be the Municipality's responsibility for damage due to gross neglect, abuse or substantive accidental damage. "Fair wear and tear" is defined as but not limited to:

- Scratches, small dents, missing paint from interior/exterior of units
- Screw holes, scratches re: interior of truck
- Worn upholstery
- Marked and scratched decking, boxes and tailgates
- Minor damage to bumpers including small dents and scratches
- Variation in paint colour or damage to paint as a result of application of Municipality decals
- Vehicles are used in a work environment in all seasons over a sixty month period and therefore the Proponent should expect the vehicles to be returned needing reasonable body, tire and mechanical repairs

Other than any agreed charges for damages as outlined above the Proponent will accept the vehicles at the end of the lease at no charge to the Municipality.

1.5 SPECIFICATIONS

Vehicle specifications are included in this RFP. Space provided for Proponent to indicate any variation from these specifications to the closest the Proponent has to offer. Substitutes/options will be considered but the Municipality reserves the right to determine the specifications that are best suited the Municipality's application.

1.6 DELIVERY

The successful Proponent will be responsible for all costs incurred to deliver the vehicles to the Municipality of Lions Bay. Proponents shall include an anticipated delivery date of the Vehicles to the Municipality within their Proposal submission.

1.7 LEASE PRICING

Quote monthly lease payments exclusive of taxes for a five-year (60-month) term. An option to continue lease payments at the end of the lease term may be necessary while replacement unit(s) are being ordered/delivered or other extenuating circumstances are resolved. Vehicles will normally be returned on expiry of lease, not purchased.

Note: The Municipality intends to lease four trucks as part of this RFP but may elect to add a fifth vehicle to the lease in the coming year.

1.8 PURCHASE PRICING

The Municipality may choose to purchase the vehicles outright and forego the lease. The "Purchase Price" will represent the entire costs (all taxes must be shown separately) to the Municipality for delivery of the finished vehicles to Lions Bay, BC.

1.8.1. Price Inclusions

Notwithstanding the generality of the foregoing, the Purchase Price shall include sufficient amounts to cover:

- (i) the costs of all labour, equipment and material included in or required for the vehicle, including all items which, while not specifically listed in the Specifications, are included in the vehicle specifically or be necessary inference from the Specifications.;

- (ii) all assessments payable with respect to labour as required by any statutory scheme such as unemployment insurance, holiday pay, insurance, CPP and all employee benefits and Works Compensation Act (BC);
- (iii) cost of subcontractors; and
- (iv) all overhead costs, including head office and on-site overhead costs, and all amounts for the profit of the Proponent.

The Purchase Price shall cover all taxes and assessments of any kind payable with respect to the vehicle; PST and GST shall be listed as separate items.

APPENDIX B

TRUCK SPECIFICATIONS

Truck 1 – 7,000 G.V.W.R. 4 WD extended cab full box pickup truck

Truck 2 – 11,000 G.V.W.R. 4 WD crew cab flatbed truck

Truck 3 – 19,500 G.V.W.R. 4 WD regular cab dump truck

Truck 4 – 19,500 G.V.W.R. 4 WD extended cab dump truck

Truck 5 – 6,500 G.V.W.R. 2 WD extended cab pickup truck

SPECIFICATION SHEET – TRUCK 1 [7,000 G.V.W. PICKUP]

<i>The Quoted Vehicle must comply with government regulation and requirements - Federal government Motor Vehicle Safety Act, BC Motor Vehicle Act, and BC Work Safe Regulations.</i>	Check (✓) if equipment complies to specification	If equipment does not comply, or if providing an equivalent alternative, indicate Manufacturer's specifications of equipment offered
Make:		
State the make of the vehicle.		
Model:		
State the model of the vehicle.		
Year:		
State the year of the vehicle.		
GVW:		
State the vehicle's GVWR.		
State the vehicle's GCVWR.		
8' pickup box		
Engine:		
Gas Engine (>350 HP). State Engine:		
Extra heavy-duty alternator 200 A or better. State how many amps.		
Dual battery system		
Extra heavy-duty radiator and cooling system.		
State the engine torque and horsepower.		
State the fuel rating in the city and on the highway (L/100km).		
Snow plow prep package.		

Transmission		
Heavy-duty automatic with OD, transmission oil cooler.		
State the type of transmission is with the vehicle.		
Axles:		
Four wheel drive.		
State rear axle ratio.		
Locking differential		
Single rear wheels.		
Suspension:		
Heavy-duty suspension.		
Brakes:		
Four wheel disc brakes.		
Four wheel, four channel ABS		
Tires and wheels:		
Highway Service Radials (LT-C range or better). Include spare. State tires:		
Rims are to be steel		
Body:		
Must be White.		
Extended cab design		
Adjustable trailer tow mirrors.		
Chrome front bumper.		
Factory box liner installed in rear pickup box		

Interior:		
Front HD dark cloth 40/20/40 bench seat including armrest and cup holders. If not dark colour then state colour of seats offered:		
Door pockets with storage		
Power windows, locks, mirrors, and remote locking mechanism		
AM/FM Radio		
Integrated Bluetooth		
Factory integrated backup camera		
Air Conditioning.		
Tilt Steering.		
Flooring must be rubber vinyl		
Defrost mirrors and rear window		
High idle control		
Six-upfitter interface module. Switch #s #1 = amber beacon; #2 = amber strobes; #3 = side work lights; #4 = rear work lights; #5 inverter (on/off); #6 = High Idle (on/off)		
Trailer tow:		
Factory integrated electric brake controller		
½" tow plate with 2 ⁵ / ₁₆ " ball/pintle and 7-way plug		
Keys:		
Set of four programmed keys per vehicle are required.		

Operating Manuals / Service Manuals:		
Must come with Operators Manual and One complete service Manual.		
A complete recommended service schedule		
Fuel:		
Deliver with a full tank of fuel.		
Miscellaneous:		
(2) LED amber strobe lights (Whelen, Code 3 , or better) mounted in grille (state brand):		
(2) LED amber strobe lights (Whelen, Code 3 , or better) mounted at the rear of the vehicle (state brand):		
LED amber beacon (Whelen, Code 3 , or better) mounted on bulkhead (state brand):		
(2) Side-facing LED work lights mounted on front bulkhead		
(2) Rear-facing LED work lights mounted on front bulkhead		
Headache rack		
Factory integrated backup alarm		
Full length aluminum rails down either side of box		
110 v inverter greater than 14 amp 1600 w or better with power to rear of box (2 plug ins)		

SPECIFICATION SHEET – TRUCK 2 [11,000 G.V.W. FLAT DECK]

<i>The Quoted Vehicle must comply with government regulation and requirements - Federal government Motor Vehicle Safety Act, BC Motor Vehicle Act, and BC Work Safe Regulations.</i>	Check (✓) if equipment complies to specification	If equipment does not comply, or if providing an equivalent alternative, indicate Manufacturer's specifications of equipment offered
Make:		
State the make of the vehicle.		
Model:		
State the model of the vehicle.		
Year:		
State the year of the vehicle.		
GVW:		
State the vehicle's GVWR.		
State the vehicle's GCVWR.		
56" Cab to axle		
Engine:		
Diesel Engine. State Engine:		
Dual extra heavy-duty alternators. State # of amps per alternator:		
Dual battery system		
Extra heavy-duty radiator and cooling system.		
Auxiliary engine braking (e.x. exhaust brake)		
State the engine torque and horsepower.		
State the fuel rating in the city and on the highway (L/100km).		

Snow plow prep package.		
Transmission		
Heavy-duty automatic with OD, transmission oil cooler.		
State the type of transmission is with the vehicle.		
Axles:		
Four wheel drive.		
State rear axle ratio.		
Locking differential.		
Single rear wheels.		
Suspension:		
Heavy-duty suspension.		
Brakes:		
Four wheel disc brakes.		
Four wheel, four channel ABS		
Tires and wheels:		
Highway Service Radials (LT-E range or better); high scrub steering tires. Include spare. State tires:		
Heat dissipating aluminum wheels		
Body:		
Must be White.		
Crew cab design		
Adjustable trailer tow mirrors.		

Chrome front bumper.		
Factory installed running boards		
Interior:		
Front HD dark cloth 40/20/40 bench seat including armrest and cup holders. If not dark colour then state colour of seats offered:		
Door pockets with storage		
Power windows, locks, mirrors, and remote locking mechanism		
AM/FM Radio		
Integrated Bluetooth		
Factory integrated backup camera		
Air Conditioning.		
Tilt Steering.		
Flooring must be rubber vinyl		
Defrost mirrors and rear window		
Six-upfitter interface module. Switch #s #1 = amber beacon; #2 = amber strobes; #3 = side work lights; #4 = rear work lights; #5 inverter (on/off); #6 = Spare.		
Trailer tow:		
Factory integrated electric brake controller		
1/2" tow plate and 7-way plug		
Keys:		
Set of four programmed keys per vehicle are required.		

Operating Manuals / Service Manuals:		
Must come with Operators Manual and One complete service Manual.		
Fuel:		
Deliver with a full tank of fuel.		
Flat Deck:		
Chassis to come complete with flat deck package suitable for tools, parts, equipment, 2 yd. salter, plate tampers, etc...		
Aluminum flat bed with 8" fold down sides and single point latches.		
Deck to be 81" wide x 96" long – low deck height with non-skid surface		
Full aluminum construction with removable tailgate, low deck height,		
All LED body lighting		
Rubrail around deck		
1000 KG hydraulic crane with 4m max reach		
Headache rack		
Miscellaneous:		
(2) LED amber strobe lights (Whelen, Code 3 , or better) mounted in grille (state brand):		
(2) LED amber strobe lights (Whelen, Code 3 , or better) mounted at rear of vehicle (state brand):		
LED amber beacon (Whelen, Code 3 , or better) mounted on bulkhead (state brand):		

(2) Side-facing LED work lights mounted on front bulkhead		
(2) Rear-facing LED work lights mounted on front bulkhead		
Factory integrated backup alarm		
Heavy duty mud flaps with supports to be mounted fore and aft rear wheels (4) total		
Ladder on either side of box with grab handles for access		
110 – 12v invertor (3000 watt / 28 A) with 110 v plugs (x2) on left and right side of bulkhead (4 total).		
Snow Plow:		
Straight 9' Front plow for municipal (roads) service.		
2 spare cutting edges – hard plate		
In cab electronic joystick controller		
Two halogen headlamps		
Two wear resistant cast iron shoes		
Trip Edge design		
Snow spray deflector on top of plow		
Quick mount / dismount system		

SPECIFICATION SHEET – TRUCK 3 [19,500 G.V.W. DUMP TRUCK]

<i>The Quoted Vehicle must comply with government regulation and requirements - Federal government Motor Vehicle Safety Act, BC Motor Vehicle Act, and BC Work Safe Regulations.</i>	Check (✓) if equipment complies to specification	If equipment does not comply, or if providing an equivalent alternative, indicate Manufacturer's specifications of equipment offered
Make:		
State the make of the vehicle.		
Model:		
State the model of the vehicle.		
Year:		
State the year of the vehicle.		
GVW: - Not less than 19,500lbs		
State the vehicle's GVWR.		
State the vehicle's GCVWR.		
60" Cab to axle		
Engine:		
Turbo Diesel Engine. State Engine:		
Extra heavy-duty alternator 200 A or better. State how many amps.		
Extra heavy-duty radiator and cooling system.		
State the engine torque and horsepower.		
Auxiliary engine braking (e.x. exhaust brake)		
State the fuel rating in the city and on the highway (L/100km).		
Snow plow prep package.		

Transmission		
Heavy-duty automatic with OD, transmission oil cooler.		
State the type of transmission is with the vehicle.		
Axles:		
Four wheel drive.		
State rear axle ratio.		
Locking rear differential or LSD		
Dual rear wheels.		
State turning radius		
Suspension:		
Heavy-duty suspension.		
Extra payload / max towing option		
Brakes:		
Four wheel disc brakes.		
Four wheel, four channel ABS		
Tires and wheels:		
Highway Service Radials (LT-G range or better); high scrub steering tires. Include spare. State tires:		
Rims are to be steel		
Body:		
Must be White.		
Extended cab design		
Adjustable trailer tow mirrors.		

Chrome front bumper.		
Factory installed running boards		
Interior:		
Front HD dark cloth 40/20/40 bench seat including armrest and cup holders. If not dark colour then state colour of seats offered:		
Door pockets with storage		
Power windows, locks, mirrors, and remote locking mechanism		
AM/FM Radio		
Integrated Bluetooth		
Factory integrated backup camera		
Air Conditioning.		
Tilt Steering.		
Flooring must be rubber vinyl		
Defrost mirrors and rear window		
Six-upfitter interface module. Switch #s #1 = amber beacon; #2 = amber strobes; #3 = side work lights; #4 = rear work lights; #5 High Idle (on/off); #6 = Spare.		
Trailer tow:		
Factory integrated electric brake controller		
1/2" tow plate and 7-way plug		
Keys:		
Set of four programmed keys per vehicle are required.		

Operating Manuals / Service Manuals:		
Must come with Operators Manual and One complete service Manual.		
Fuel:		
Deliver with a full tank of fuel.		
Dump Body:		
Chassis to come complete with dump body package		
State dump body make:		
State dump body Model:		
9' Dump Body with 3 to 4 yard capacity		
State weight of dump body.		
Dump body is to be painted finish with 2 part epoxy pain endure et. With corrosion prevention		
Heavy-duty steel.		
¼ Cab shield		
Body inside width shall be 87"		
Body outside width shall be 96"		
The under structure shall be a crossmemberless design for protection against rolling floor		
Longsills shall be fabricated, trapezoidal design		
9 Ton underbody scissor hoist		
double acting cylinder power up/down		
50 Degree dumping angle		
Full length sub-frame		

Body prop to support empty body weight painted yellow		
State box thickness		
Sides:		
State front steel thickness:		
State side steel thickness:		
Fold down sides		
Fold down sides shall incorporate greasable hinges and latches		
Sides shall be able to fold down for ease of access to load from the side of the body		
Rear pillars shall incorporate LED running, turn, and brake lights mounted in rubber grommets		
Rear apron shall incorporate clearance lights		
Fold down sides must be single lever design		
Tailgate:		
Upper tailgate release lever shall be offset to curb side for operator safety		
Single point latch		
Release mechanism shall be recessed within the boxed section		
Forward broadcast/release lever		
The top and bottom of the tailgate shall be formed box sections with braces or formed steel		
Tailgate to come complete with high strength adjustable 3/8" chain provided to hold the tailgate open for spreading aggregate material		

Tailgate to be 3-way (dump through, spread, lay flat) With chafe protection; dirt shedding top rails; and greasable latch pins		
Single lever, quick-drop design for easy "one-man" operation		
Hydraulics:		
Electric over hydraulic dual acting power pack with controller in cab		
Lighting:		
All lighting is to meet CMVSS Regulations		
All lighting to be LED – lights and reflectors to be rubber grommet mounted.		
Miscellaneous:		
(2) LED amber strobe lights (Whelen, Code 3 , or better) mounted in grille (state brand):		
(2) LED amber strobe lights (Whelen, Code 3 , or better) mounted at the rear of the vehicle (state brand):		
LED amber beacon (Whelen, Code 3 , or better) mounted on bulkhead (state brand):		
(2) Side-facing LED work lights mounted on front bulkhead		
(2) Rear-facing LED work lights mounted on front bulkhead		
Factory integrated backup alarm		
Heavy duty mud flaps with supports to be mounted fore and aft rear wheels (4) total		
Ladder on either side of box with grab handles for access		

½" tow plate with 2 5/16" ball/pintle and 7-way plug		
D-rings (>12,000 Lbs.). Gross trailer weight. Not Class V hitch.		
Six 9000 Lb. 3/8" weld-on D-rings for cargo		
2 part epoxy paint		
Manual rewind tarp system mounted to bulkhead		
24" Underbody tool box mounted on passenger side with venting		
24" Aluminum Crossbox between dump and cab. Cabinet to have full height doors with (2) shelves on the inside.		
Cone holder mounted under dump on passenger side		
Sign holder mounted on outside of crossbox		
CVI and Weigh Scale Certificate		
Snow Plow:		
Straight 9' Front plow for municipal (roads) service.		
2 spare cutting edges – hard plate		
In cab electronic joystick controller		
Two halogen headlamps		
Two wear resistant cast iron shoes		
Trip Edge design		
Snow spray deflector on top of plow		
Quick mount / dismount system		

SPECIFICATION SHEET – TRUCK 4 [19,500 G.V.W. DUMP TRUCK]

<i>The Quoted Vehicle must comply with government regulation and requirements - Federal government Motor Vehicle Safety Act, BC Motor Vehicle Act, and BC Work Safe Regulations.</i>	Check (✓) if equipment complies to specification	If equipment does not comply, or if providing an equivalent alternative, indicate Manufacturer's specifications of equipment offered
Make:		
State the make of the vehicle.		
Model:		
State the model of the vehicle.		
Year:		
State the year of the vehicle.		
GVW: - Not less than 19,500lbs		
State the vehicle's GVWR.		
State the vehicle's GCVWR.		
84" Cab to axle		
Engine:		
Turbo Diesel Engine. State Engine:		
Extra heavy-duty alternator 200 A or better. State how many amps.		
Extra heavy-duty radiator and cooling system.		
Auxiliary engine braking (e.x. exhaust brake)		
State the engine torque and horsepower.		
State the fuel rating in the city and on the highway (L/100km).		
Snow plow prep package.		

Transmission		
Heavy-duty automatic with OD, transmission oil cooler.		
State the type of transmission is with the vehicle.		
Axles:		
Four wheel drive.		
State rear axle ratio.		
Locking rear differential		
Dual rear wheels.		
Turning Radius. State turning radius		
Extra payload/towing options: State options		
Suspension:		
Heavy-duty suspension.		
Brakes:		
Four wheel disc brakes.		
Four wheel, four channel ABS		
Tires and wheels:		
Highway Service Radials (LT-G range or better); high scrub steering tires. Include spare. State tires:		
Rims are to be steel (heat dissipating aluminum)		
Body:		
Must be White.		
Regular cab design		
Adjustable trailer tow mirrors.		

Chrome front bumper.		
Factory installed running boards		
Interior:		
Front HD dark cloth 40/20/40 bench seat including armrest and cup holders. If not dark colour then state colour of seats offered:		
Door pockets with storage		
Power windows, locks, mirrors, and remote locking mechanism		
AM/FM Radio		
Integrated Bluetooth		
Factory integrated backup camera		
Air Conditioning.		
Tilt Steering.		
Flooring must be rubber vinyl		
Defrost mirrors and rear window		
High idle control		
Upfitter interface module		
Six-upfitter interface module. Switch #s #1 = amber beacon; #2 = amber strobes; #3 = side work lights; #4 = rear work lights; #5 High Idle (on/off); #6 = Spare.		
Trailer tow:		
Factory integrated electric brake controller		
½" tow plate and 7-way plug		

Keys:		
Set of four programmed keys per vehicle are required.		
Operating Manuals / Service Manuals:		
Must come with Operators Manual and One complete service Manual.		
Fuel:		
Deliver with a full tank of fuel.		
Dump Body:		
Chassis to come complete with dump body packages installed		
State dump body make:		
State dump body model:		
9' Dump Body with 3 to 4 yard capacity made of heavy-duty steel. State weight of dump body:		
Dump body is to be painted finish in Epoxy 2 part paint (Endura, etc.) with corrosion protection measures.		
Dumb body width:		
Body inside width shall be 87"		
Body outside width shall be 96"		
Floor to be heavy gauge steel suitable for rocks, sand, gravel and other debris. State thickness:		
The under structure shall be a crossmemberless design		
Six (6) – 9000Lb weld-on D-rings (3/8")		
9 Ton underbody scissor hoist		

Double acting cylinder (power up / down)		
50 Degree dumping angle		
Full length sub-frame		
Body prop (painted in high vis colour) to support empty body.		
Folding ladders on each side of box		
State box thickness:		
Sides:		
State front steel thickness:		
State side steel thickness:		
Fold down sides		
Fold down sides shall incorporate greasable hinges and latches		
Sides shall be able to fold down for ease of access to load from the side of the body		
Rear pillars shall incorporate LED running, turn, and brake lights mounted in rubber grommets		
Rear apron shall incorporate clearance lights		
Fold down sides must be single lever design		
Tailgate:		
Upper tailgate release lever shall be offset to curb side for operator safety		
Single point latch		
Release mechanism shall be recessed within the boxed section		
Forward broadcast/release lever		

The top and bottom of the tailgate shall be formed box sections with braces or formed steel		
Tailgate to come complete with high strength adjustable 3/8" chain provided to hold the tailgate open for spreading aggregate material		
Tailgate to be 3-way (dump through, spread, lay flat) With chafe protection; dirt shedding top rails; and greasable latch pins		
Single lever, quick-drop design for easy "one-man" operation		
Hydraulics:		
Electric over hydraulic dual acting power pack with controller in cab		
Lighting:		
All lighting is to meet CMVSS Regulations		
All lighting to be LED – lights and reflectors to be rubber grommet mounted.		
Miscellaneous:		
(2) LED amber strobe lights (Whelen, Code 3 , or better) mounted in grille (state brand):		
(2) LED amber strobe lights (Whelen, Code 3 , or better) mounted at the rear of the vehicle (state brand):		
LED amber beacon (Whelen, Code 3 , or better) mounted on bulkhead (state brand):		
(2) Side-facing LED work lights mounted on front bulkhead		
(2) Rear-facing LED work lights mounted on front bulkhead		

Factory integrated backup alarm		
Heavy duty mud flaps with supports to be mounted fore and aft rear wheels (4) total		
Ladder on either side of box with grab handles for access		
½" tow plate with 2 5/16" ball/pintle and 7-way plug		
D-rings (>12,001 Lbs.). Gross trailer weight. Not Class V hitch		
2 part epoxy paint		
Manual rewind tarp system mounted to bulkhead		
24" Underbody tool box mounted on passenger side with venting		
24" Aluminum Crossbox between dump and cab. Cabinet to have full height doors with (2) shelves on the inside.		
Cone holder mounted under dump on passenger side		
Sign holder mounted on outside of crossbox		
CVI and Weigh Scale Certificate		
Snow Plow:		
Straight 9' Front plow for municipal (roads) service.		
2 spare cutting edges – hard plate		
In cab electronic joystick controller		
Two halogen headlamps		
Two wear resistant cast iron shoes		

Trip Edge design		
Snow spray deflector on top of plow		
Quick mount / dismount system		

SPECIFICATION SHEET – TRUCK 5 [6,500 G.V.W. PICKUP]

<i>The Quoted Vehicle must comply with government regulation and requirements - Federal government Motor Vehicle Safety Act, BC Motor Vehicle Act, and BC Work Safe Regulations.</i>	Check (✓) if equipment complies to specification	If equipment does not comply, or if providing an equivalent alternative, indicate Manufacturer's specifications of equipment offered
Make:		
State the make of the vehicle.		
Model:		
State the model of the vehicle.		
Year:		
State the year of the vehicle.		
GVW: -		
State the vehicle's GVWR.		
State the vehicle's GCVWR.		
8' pickup box		
Engine:		
Gas Engine (>285 hp). State Engine:		
State the engine torque and horsepower.		
State the fuel rating in the city and on the highway (L/100km).		
Transmission		
Heavy-duty automatic with OD, transmission oil cooler.		
State the type of transmission in the vehicle.		

Axles:		
Two-wheel drive.		
State rear axle ratio.		
Single rear wheels.		
Suspension:		
Low deck height. State height		
Brakes:		
Four wheel disc brakes.		
Four wheel ABS.		
Tires and wheels:		
Highway Service Radials (LT-C range or better)		
Rims are to be steel		
Body:		
Must be White.		
Extended cab design		
Adjustable trailer tow mirrors.		
Chrome front bumper.		
Factory box liner installed in rear pickup box		
Interior:		
Front HD dark cloth 40/20/40 bench seat including armrest and cup holders. If not dark colour then state colour of seats offered:		
Door pockets with storage		

Power windows, locks, mirrors, and remote locking mechanism		
AM/FM Radio		
Integrated Bluetooth		
Factory integrated backup camera		
Air Conditioning.		
Tilt Steering.		
Flooring must be rubber vinyl		
Defrost mirrors and rear window		
Upfitter interface module:		
Upfitter interface module with 6 switches: #1 = amber beacon; #2 = amber strobes; #3 = side work lights; #4 = rear work lights; #5 and #6 = spare		
Keys:		
Set of four programmed keys per vehicle are required.		
Operating Manuals / Service Manuals:		
Must come with Operators Manual and One complete service Manual.		
Fuel:		
Deliver with a full tank of fuel.		
Miscellaneous:		
(2) LED amber strobe lights (Whelen, Code 3 , or better) mounted in grille (state brand):		
(2) LED amber strobe lights (Whelen, Code 3 , or better) mounted at the rear of the vehicle (state brand):		

LED amber beacon (Whelen, Code 3 , or better) mounted on bulkhead (state brand):		
(2) Side-facing LED work lights mounted on front bulkhead		
(2) Rear-facing LED work lights mounted on front bulkhead		
Headache rack		
Factory integrated backup alarm		
Full length aluminum rails down either side of box		
Integrated folding aluminum tailgate ramp for walking on/loading tools, lawnmowers, etc. 500lb rating; full platform; not ladder rungs.		

APPENDIX C – PROPOSAL SUBMISSION FORM

Complete and return this Proposal Submission Form with your Proposal

Submitted by: _____

(company name)

1.0 Conflict of Interest Declaration

Proponents must disclose below any actual or potential conflicts of interest and existing business relationships they may have with the Municipality, its elected or appointed officials or employees

2.0 Acceptance of Proposal

The Village of Lions Bay requests Proposals to remain open for acceptance for a minimum of 90 days.

Our Proposal will remain open for acceptance for a period of days from the Closing Date.

3.0 Addenda

We acknowledge the receipt of the following Addenda related to this Request for Proposal and have incorporated the information received in preparing this Proposal:

ADDENDUM NO.:	DATE ISSUED:

8.0 Pricing

Include with your submission a copy of the lease agreement that you wish to use and any other information or suggestions you feel would be of interest.

The award will be based on factors included in the Proposal such as price, delivery, service etc. The Municipality reserves the right to reject any or all proposals and to award the contract based on the response that the Municipality feel best meets their needs.

Item	Monthly Payment (60 month term)	Lease payment fixed interest rate (%)	Free KM allowance (minimum 20,000/year)	Kilometer overage charge (per kilometer)	Purchase Price
TRUCK 1					
TRUCK 2					
TRUCK 3					
TRUCK 4					
TRUCK 5					

9.0 Authorization

We hereby submit our Proposal for the goods and services as specified and undertake to carry out the work in strict accordance with all referenced Terms & Conditions, Regulations and Codes, applicable to this RFP. Should a proposal be accepted, the person named below verifies statements made and is authorized to guarantee responsibility for successful completion of the project.

1. Company Name:	
2. Address:	
3. Phone:	
4. GST Registration No.:	
5. Project Contact: <i>Name and Title of Contact for communication</i>	
6. Contact Email:	

7. Name & Title of Authorized Signatory: <i>(please print)</i>	
Signature:	
8. Date:	

The signature is an authorized person of the organization and declares the statements made in their submission are true and accurate.

APPENDIX D*PROPOSED CONTRACT TERMS (AS APPLICABLE)*

The following are contractual terms that may form part of the negotiation between the Municipality and the selected Proponent(s):

1. THE INTERNATIONAL SALE OF GOODS ACT

- a. Unless specifically so stated elsewhere in the Request for Proposal documentation, "*The International Sale of Goods Act*", shall not apply. The Village of Lions Bay shall not be bound by any disclaimer in a Proposal, and any expressed warranty or condition does not negate a warranty or conditions implied by *The Sale of Goods Act* (British Columbia) unless inconsistent therewith.

2. GOODS AND SERVICES TAX AND CUSTOMS DUTY

- a. The successful Proponent agrees that all Canadian G.S.T. and/or Customs, Duty entitlements provided by the *Excise Tax Act* and/or Customs/Tariff Acts and Tax or Custom Duty rate decreases and/or exemptions resulting from amendments, re-classifications, remissions, or clarifications thereof on tax and/or duty included goods and materials, whether recognized or not at the time of award, shall be passed on to the Municipality.
- b. If the successful Proponent manufactures or purchases any goods with respect to this Request for Proposal, from outside of Canada, the successful Proponent must ensure that its agent or representative is the importer of record, unless otherwise expressly stipulated.
- c. The Municipality shall not be liable with respect to any special or dumping duties which may be levied by Canada Revenue Agency (CRA), under the provisions of The Anti-Dumping Act, upon any imported goods required in the supply of materials in any order or in the performance of the contract awarded as a result of this Request for Proposal and the successful Proponent shall indemnify the Municipality for any such costs.
- d. If the proposal pricing offered does not list applied taxes (PST and GST) as separate items, the Municipality will assume the Proponent has omitted such taxes and the

Proposal offer will be adjusted accordingly to include the appropriate taxes, and the Municipality will consider the Proposal so amended.

3. DELIVERY

- a. Time shall be of the essence on all deliveries of material by the successful Proponent: No extension of time given on any occasion shall be deemed to be a general waiver of this condition.
- b. Each Proponent must state delivery dates, and orders placed as a result of this Request for Proposal may be subject to cancellation if quoted delivery is not adhered to. Notice of cancellation will be by the Purchasing Officer, of the Municipality or its authorized agent only.

4. PATENTS

- a. The successful Proponent shall pay all royalties and patent license fees or other fees in respect of our intellectual property right required for the performance of the contract. The successful Proponent shall, at its own expense, defend all suits and proceedings instituted against the Municipality and indemnify the Municipality against any award of damages, demands, losses, charges or costs made against the Municipality if such suits or proceedings are based on any claim that any of the products, documentation, parts and equipment, as supplied by the successful Proponent, constitutes an infringement, or an alleged infringement, of any patent or other intellectual rights by the successful Proponent or anyone for whose acts the Proponent may be liable.
- b. If any of the products, documentation, parts and equipment constitute an infringement of patent or other intellectual property rights and its use is enjoined, the successful Proponent shall, at its own expense, procure for the Municipality the right to continue using same, replace or modify same, so it becomes non-infringing and meets the Municipality's requirements, or pay the Municipality for loss of use of same and for consequential damages or losses, which occur as a result of the alleged infringement or infringement of any patent or other intellectual property rights by the successful Proponent or anyone for whose acts it may be liable.

5. COMPLIANCE WITH LAWS

- a. The law applicable to this agreement shall be the law in force in the Province of British Columbia. Without limiting the generality of the foregoing, the Proponent, its employees, and agents shall comply with every statute of Canada and of the Province of British Columbia, and every regulation made under every such statute, which is or could be applicable to the agreement, and shall similarly comply with every provision of every By-law or regulation of the Village of Lions Bay applicable to the operations hereunder.
- b. On Contracts for the supply of both materials and services, holdback of payment shall be made in accordance with the requirements of the *Builders Lien Act* of British Columbia.
- c. The Municipality may refuse to award a contract to a Proponent who has not complied with applicable Federal, Provincial or municipal licensing regulations, or bylaws or requirements.
- d. Each Proponent warrants that their products and/or services supplied to the Municipality conform in all respects to the standards set forth by Federal and Provincial agencies.

6. INDEMNIFICATION

- a. The successful Proponent by its acceptance of the purchase order, shall indemnify and hold harmless the Village of Lions Bay, its agents and employees, from and against all loss or expense by reason of the liability incurred by the Municipality, its officials, officers, employees and agents, for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this contract.

7. ACCEPTANCE OF MATERIAL

- a. In the event the material and/or service supplied to the Municipality is found to be defective or does not conform to the specifications, the Municipality reserves the right to cancel the order, or part thereof, upon written notice to the successful Proponent and return the products, or part thereof, to the successful Proponent, at the successful Proponent's expense.

8. ASSIGNMENT OF CONTRACT

- a. Any resulting contract from this Proposal shall not be assigned or transferred in any manner whatsoever without the prior written permission from the Purchasing Officer of the Municipality.

9. VENDOR PERFORMANCE

- a. The successful Vendor shall be evaluated periodically throughout the contract period (or at the end of the project as the case may be). All evaluations shall be shared with the Vendor, with the goal of immediate and permanent resolution where problems and concerns occur.

10. ENVIRONMENTAL CONSIDERATIONS

- a. Proponents are advised that the Municipality consider offers on products and services that are *“Environmentally Preferred”*.

The purpose of this policy is to support the purchase of products and services that will minimize the negative impact on the environment. The Municipality recognizes that its procurement decisions can make a difference in pursuit of improving environmental performance. The Village of Lions Bay will purchase environmentally preferred products whenever they perform satisfactorily and can be obtained at a reasonable, comparable cost.

“Environmentally Preferred products” means products that have a lesser impact on human health and the environment when compared with competing products. This comparison may consider raw materials acquisition, production and manufacturing, packaging, distribution, re-use, operation, maintenance or disposal of the product. An “environmentally preferred product” will have the Eco-Logo or 3rd party certification that the product meets the criteria of the Eco-Logo program.

“Recycled Products” are products manufactured with government approved post-consumer waste that has been recovered or diverted from the waste stream and would otherwise be land filled.

“Practical” means the product can perform the intended function at least as well as a product produced from only virgin materials, and the cost of the environmentally preferred product reasonably approximates the cost of the product produced from virgin materials. Reasonable cost may require a “Life Cycle Cost Analysis” for the

product or service in question. Life Cycle Cost Analysis compares the cost of manufacturing, operating, maintaining, and disposing of similar products.

11. POLLUTION LIABILITY

The Proponents warrant that they meet all regulatory pollution requirements and will agree to indemnify the Municipality from any liability in respect of the related activities listed within their proposal at any time during the contract term. Proponents are responsible for:

- a. "Bodily Injury" or "Property Damage" arising out of actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
 - (1) At or from the premises owned, rented or occupied by an insured;
 - (2) At or from any site or location used by or for any Insured or others for the handling storage, disposal, processing or treatment of waste;
 - (3) Which at any time are transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization from whom the Insured may be legally responsible?
 - (4) At or from any site or location on which any Insured or any contractors or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
 - a) If the pollutants are brought or others for the handling storage, disposal, processing or treatment of waste; or
 - b) If the operations are tests for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- b. Any loss, cost or expense arising out of a government direction or request that an Insured test for, monitor, clean-up, remove, contain treat detoxify or neutralize pollutants.
- c. Fines, penalties, punitive or exemplary damages arising directly or indirectly out of discharge, dispersal, release or escape of any pollutants.

12. INSURANCE AND HOLD HARMLESS

The Proponent shall, at its own expense and without limiting its liabilities herein, insure its operations under a Contract of either Comprehensive or Commercial General Liability, with an Insurer licensed in British Columbia, in an amount not less than \$3,000,000 inclusive per occurrence, (annual general aggregate, if any, not less than \$4,000,000) insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, products and completed operations liability, and employees as additional insured.

The Proponent shall maintain Automobile Liability on all vehicles owned, operated, or licensed in the name of the Proponent in an amount not less than \$2,000,000. The Proponent shall indemnify and hold harmless the Municipality, its employees and agents, from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the Proponent, its employees or agents, in the performance by the Proponent of this Contract. Such indemnification shall survive termination of this Contract.

The Municipality shall not be liable nor responsible for any bodily or personal injury or property damage of any nature what so ever, that may be suffered or sustained by the Proponent, its employees or agents in the performance of this Agreement. The Proponent must provide proof satisfactory to the Municipality of liability coverage.

13. WORKERS' COMPENSATION

The Proponent will, at its own expense, provide and maintain Workers' Compensation coverage for itself and all its employees during the term of this Contract. The Proponent must provide proof satisfactory to the Municipality of Workers' Compensation coverage prior to commencement of work.

14. OCCUPATIONAL HEALTH AND SAFETY ACT

The Proponent shall familiarize itself, its staff, and its sub-contractors with the terms of the Occupational Health and Safety Act and Regulations thereunder to ensure complete understanding respecting the responsibilities and compliance required. The Proponent acknowledges that it is, and assumes all of the responsibilities and duties of, the Prime Contractor as defined in the Occupational Health and Safety Act, The Prime Contractor shall, to the extent required by the Occupational Health and Safety Act, establish and maintain a Health and Safety system or process to ensure compliance to the Act by its sub-contractors or owner- operators.

15. CANCELLATION

The Municipality reserves the right to cancel this Request for Proposal, or any portion thereof, or any purchase order arising as a result of this process, by giving fifteen (15) days written notice to the successful Proponent, if the service provided by the successful Proponent in respect to supply and delivery of such supplies is not satisfactory, in the opinion of the Purchasing Officer. In all cases, notice of cancellation will be from the Municipal Purchasing Officer.

The Municipality reserves the right to determine which, if any, purchase order or contract should be cancelled in the event the noted delivery dates are not met.

16. WARRANTY

Proponent to supply all warranty information which applies to their offer and also supply CD's, manuals of operation to be included with each item where applicable.

17. FREIGHT

To ensure full consideration, Proponent shall quote freight costs to Lions Bay as Free On Board (FOB).