



REGIONAL DISTRICT OF NORTH OKANAGAN

REQUEST FOR PROPOSAL #2015-PO6 PRC

WHITE VALLEY PARKS, RECREATION AND CULTURE

Supply of one (1) new multi-use vehicle

INSTRUCTIONS TO PROPOSERS

1. The Regional District of North Okanagan (RDNO) is requesting proposals for supply of one (1) new multi-use vehicle for the White Valley Parks, Recreation and Culture Service. The proposal submissions must be returned in a sealed envelope clearly marked as follows:
 - Proposal #2015-PO6 PRC– White Valley Parks, Recreation and Culture – Supply of one (1) new multi-use vehicle.

with the proposer's name and address clearly marked on the envelope, addressed to the Regional District of North Okanagan, 9848 Aberdeen Road, Coldstream, B.C., V1B 2K9, Attention: Tannis Nelson, Community Development Coordinator.
2. Proposals must be received at the above location no later than 4:00 pm Local Time, Tuesday, August 18, 2015.
3. Proposals received after the above time will be returned (unopened) to proposer(s) without consideration.
4. The RDNO does not accept proposals received via our facsimile machine or in any electronic format.
5. Proposals, rather than tenders, have been requested in order to afford proposers a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the RDNO's needs in a more cost-effective manner. Proposals should be based on these Instructions and the attached Terms of Reference.
6. The successful proposer (Consultant) and any Sub-Consultants shall at all times indemnify and save harmless the RDNO and or any of its officers, employees or agents from and against all claims and demands, losses, costs, damages, actions, suit fees, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this assignment, or any action taken or things done or maintained by virtue of this assignment or the exercise in any manner of rights except claims for damage resulting from the negligence of any officer, servant or agent of the RDNO while acting within the scope of their duties of employment.

7. All proposal submissions should include #2015-PO6 PRC on each copy, preferably in an 8.5 inch x 11 inch format. Proposal submissions must be suitable for black and white photocopying. Proposers are solely responsible for any costs or expenses related to the preparation and submission of proposals.
8. The proposal should clearly show the complete company name, nearest location to the RDNO, and name and telephone number of the primary contact person for the project.
9. The proposal should identify other organizations to which the company and/or team members have provided a similar service.
10. The RDNO is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the RDNO cannot guarantee that any information provided to the RDNO can be held in confidence. All proposals, after closing time and date, become the property of the RDNO.
11. Unless specifically outlined in the proposal, the services or any part thereof may not be sub-contracted, transferred or assigned to another firm, person or company without the prior written authorization of the RDNO.
12. The activities or tasks listed in the attached Terms of Reference are minimum requirements to be undertaken.
13. The RDNO reserves the right to not proceed with the assignment or to reduce or expand the scope of the program as necessary.
14. The RDNO reserves the right to conduct post-selection meetings in order to correct, change, or adapt proposals to the wishes of the RDNO. The RDNO also reserves the right to not accept any of the proposals.
15. All questions should be directed to Dave Manson, Superintendent of Public Works, Parks and Recreation at (250) 550-8850.
16. The proposer shall include information regarding the Company's Insurance protection if applicable, including:
 - Errors and Omissions Insurance – Amount
 - General Liability Insurance – Amount and Expiry Date

17. Proposal Format

The proposal should include the following information:

- a) Title Page, including Proposer's name, address, telephone number and other contact information
- b) Detailed description of proposed vehicle
 - a. Specifications
 - b. Declaration of any aftermarket adjustments
 - c. All options with detailed description and itemized costs
- c) Vehicle warranty information
- d) Copy of all manuals related to the vehicle
- e) References from other municipalities or organizations who have successfully use the vehicle, including key contact name and information

- f) Budget, including options and itemized costs

Consultants are advised to review the scoring sheet attached to this RFP.

18. Proposal Evaluations

The RDNO reserves the right to accept any or none of the proposals submitted and will evaluate proposal submissions based on “best value” according to the scoring sheet attached to this RFP.

PART II – TERMS OF REFERENCE

A. INTRODUCTION

The White Valley Parks, Recreation and Culture area includes the Village of Lumby, RDNO Electoral Area 'D' and RDNO Electoral 'E' for an approximate population of 5,500 people. The scope of the service includes maintaining and operating the parks and recreation facilities for the White Valley area.

The Regional District wishes to purchase a multi-use vehicle that can provide transportation for parks operations staff, as well as provide multi-use functionality that can provide parks maintenance. This equipment will reduce requirements for individual machinery for specific tasks, streamlining operations with one piece of equipment to perform numerous jobs.

B. OBJECTIVES

To secure one (1) new multi-use vehicle for park maintenance.

C. SPECIFICATIONS

General Requirements

- Automatic transmission.
- Cab (Fully enclosed & sealed Cab)
- Road package (ICBC requirements i.e. lights, signals, beacon)
- Hydraulics (High flow)
- Cargo dump box (Hydraulic)
- Seating (2 persons minimum)
- Attachments (multiple attachments with quick connect/change system)
- Power steering.
- Power brakes (with ABS).
- Engine: fuel efficient diesel engine.
- Vehicles must be safety inspected and delivered with a full tank of fuel.

Tire Requirements

- Turf or low impact tires required

Exterior Requirements

- Spray in bed liner (Would prefer Armorguard product) or equivalent.
- Color: Preferred white but not mandatory
- Front and Rear mud flaps.
- Cargo lights.

Interior Requirements

- Air conditioning.
- Fresh air heater and defroster.
- Intermittent wipers.
- AM/FM radio shall be "Blue Tooth" compatible, for cellular hands free function.
- Tilt Steering.
- Seating capacity 2 persons minimum

Service Requirements

- **Local service is required** – local being within 100 kilometers of the Municipality of the Village of Lumby
- Bidder is to clearly state the location of the service provider for the vehicle.

D. PRODUCTS

As a minimum, the Consultant will deliver the following:

1. One (1) new multi-use vehicle, as outlined in the proposal and including any subsequent written terms of agreement that are established during post-selection discussions.
2. All warranty documents related to the vehicle
3. All manuals related to the vehicle
4. Other documents as required by the RDNO

<u>THERE ARE FIVE (5) MUST HAVE'S:</u>	
Feature	Description (Description to be completed by Bidder)
1) Cab (MUST have Full Cab)	
2) Powertrain (MUST have 4 Wheel Drive)	
3) Hydraulics (MUST have hydraulics, PREFERRED high flow)	
4) Seating capacity (MUST seat minimum 2 Persons)	
5) Road package (MUST be Fully road worthy to ICBC requirements) [i.e. lights, signals, beacon]	
1. BODY & CHASSIS	
Year	
Make	
Model	
Kilometers	
Number of attachments	
Gross vehicle weight rating	
Maximum payload	
Cargo box capacity & dump system (i.e. hydraulic)	
Body Color (PREFERRED to be solid white)	
Tire/wheel size and specifications (PREFERRED turf tires)	

Steering and brakes	
Trailer Hitch Receiver, brake controller and/or wiring harness	
2. POWERTRAIN	
Engine size and specifications	
Engine HP @ RPM Torque (lb/ft) @ RPM	
Fuel Consumption	
Heater, engine block	
Transmission/Transaxle (i.e. 4WD Electronic shift on the Fly)	
Axle Ratio	
Electronic Locking	
Alternators, Battery	
3. INTERIOR EQUIPMENT	
Material (i.e. fabric, leather, etc.)	
Storage compartments	
Air conditioning	
Windows (i.e. power, tinted, etc.)	
Floor mats (i.e. heavy duty, standard, etc.)	
AM-FM Stereo, CD player or MP3 player with digital clock	
Tilt Steering column, Intermittent Wiper System	
Interior dome light	
4. WARRANTY	
Warranty Coverage, if offered.	

5. OTHER

Any other information the bidder prefers to include:

REGIONAL DISTRICT OF NORTH OKANAGAN

FORM OF AGREEMENT

THIS AGREEMENT dated for reference purposes the ____ day of □, □.

BETWEEN:

REGIONAL DISTRICT OF NORTH OKANAGAN
9848 Aberdeen Road
Coldstream, British Columbia, V1B 2K9

(“RDNO”)

AND:

Insert Name
Address
City, BC Postal Code

(the “Purchasing Agent”)

Terms of Agreement

In consideration of the covenants and agreements contained in this Agreement, the parties agree as follows:

Article 1. Terms Incorporated

- (a) It is understood and agreed by and between the parties that the following documents are incorporated into and form part of the Agreement between RDNO and the Contractor:
- (i) PART I – INSTRUCTIONS TO PROPOSERS
 - (ii) PART II – TERMS OF REFERENCE
 - (iii) The Proposers’s submitted and accepted proposal
 - (iv) The Specifications and any schedules of quantities and prices and drawings thereto; and
 - (v) Any further details and instructions in explanation and in writing signed between the parties.
 - (vi) Any addenda issued amending the terms outlined herein

Article 2. **Term**

Any contract awarded as a result of this RFP will be for the duration of the project. This agreement can be terminated at any time at the sole discretion of the Regional District of North Okanagan.

Article 3. **Scope of Project**

- (a) The Purchasing Agent hereby agrees with RDNO to complete the Project on the terms and conditions of this Agreement.
- (b) The Purchasing Agent shall commence the work on the Project as outlined in the terms of reference upon receiving notice from RDNO of the acceptance of the Purchasing Agent's Proposal.

Article 4. **Permits, Notices, Laws & Rules**

- (a) The Purchasing Agent shall apply and pay for all necessary permits or licences required for the execution of the Project, including a valid Business Licence. The Purchasing Agent shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the Project and to the preservation of public health. The Purchasing Agent shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

Article 5. **Materials, Appliances, and Employees**

- (a) Unless stipulated otherwise, the Purchasing Agent shall provide and pay for all material, transportation and other facilities for the execution of the Project.
- (b) The Purchasing Agent shall not enter into any dispute with, and shall maintain a courteous relationship with, the public while in the process of executing the Project.

Article 6. **Force Majeure**

- (a) The RDNO shall not be liable for any failure of or delay in performance of its obligations hereunder nor be deemed to be in breach of this Agreement if such failure or delay arises from abnormal circumstances, including any Event of Force Majeure, nor shall the RDNO be liable for costs and expenses arising by reason of abnormal circumstances, including any Event of Force Majeure.

Unless otherwise provided in this Agreement, a Force Majeure event will merely suspend the contractual obligations impaired or affected by such cause and suspend payment thereof and shall not bring this Agreement or any portion thereof to an end.

Article 7. Changes in the Work

- (a) RDNO, without invalidating the RFP, may make changes by altering, adding to, or deducting terms or items from the Project, and the consideration paid by RDNO to the Purchasing Agent shall be adjusted accordingly by agreement between the parties.

Article 8. Compliance with Workers Compensation Regulations

- (a) The Purchasing Agent shall ensure compliance on its part with the *Workers Compensation Act* and any regulations thereunder, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.
- (b) In any case where pursuant to the provisions of the *Workers Compensation Act*, the Worker's Compensation Board orders the Purchasing Agent in respect of its operations under this Agreement to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations thereunder or because said Board is of the opinion the conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, RDNO may cancel this Agreement on 24 hours written notice to the Purchasing Agent.

Article 9. Protection of the Work Property and Public

- (a) The Purchasing Agent shall comply with all applicable laws, ordinances, rules regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

Article 10. Right to Terminate Contract

- (a) The RDNO may terminate the Agreement by giving (90) days' written notice at any time.
- (b) The RDNO reserves the right to terminate any contract awarded upon written notice should the Purchasing Agent become insolvent, file bankruptcy proceedings, abandon or discontinue its operation in whole or in part, or make assignment or purported assignment of any contract in effect without obtaining prior written consent.
- (c) In the event of termination for any reason, all statements, records, etc., as deemed

necessary by the RDNO, will be audited and verified to determine what monies, if any, are owned by one party to the other.

Article 11. **Assignment**

- (a) The Purchasing Agent shall not assign the RFP or this Agreement or any part thereof or any benefit or interest therein or thereunder (otherwise than by a change in favour of the Purchasing Agent 's bankers of any monies due or to become due under this Agreement which assignment shall be notified to RDNO) without prior written consent of RDNO, which consent may be unreasonably withheld.

Article 12. **Indemnity**

- (a) The Purchasing Agent shall save and hold harmless RDNO, its officers, agents, servants and employees, from and against any and all suits or claims alleging damage or injury (including death) to any person or property that may occur or that may be alleged to have occurred, in the course of the performance of this Agreement, whether such claim shall be made by an employee of the Purchasing Agent, or by a third person and whether or not it shall be claimed that the alleged damage or injury (including death) was caused through a willful or negligent act or omission of the Purchasing Agent, its officers, servants, agents or employees, and at its own expense, the Purchasing Agent shall defend any and all such actions and pay all legal charges on a client-solicitor basis, costs and other expenses arising therefrom.
- (b) The Purchasing Agent shall ensure that RDNO, its officers and employees, are saved harmless from any liability whatsoever arising out of the performance or non-performance of the Project by the Bidder or its subcontractors.

Article 13. **Insurance**

- (a) The Purchasing Agent shall maintain and keep in force during the term of this Agreement and until the date of the completion certificate of the Project, in a form satisfactory to RDNO, in its sole discretion:
 - (i) Public Liability and Property Damage insurance against liabilities or damages in respect of damage to property arising out of the performance of the Project, in an amount no less than \$2,000,000.00;
 - (ii) a minimum of \$2,000,000 of Public Liability and Property Damage insurance shall be carried on all automotive equipment; and
 - (iii) owner and non-owned automobile insurance with respect to all motor vehicles owned and/or operated by the Bidder in its work on the Project.

- (b) The Purchasing Agent shall at the time the proposal is approved, submit to RDNO one copy of the insurance policies required under this section and shall also provide to RDNO from time to time, as may be required satisfactory proof that such policies are still in full force and effect.

Article 14. Entire Agreement

- (a) This Agreement, including all schedules, appendices, and amendments hereto sets forth all of the covenants, promises, agreements, conditions, and understandings between RDNO and the Purchasing Agent, and there are no covenants, promises, agreements, conditions, or understandings either oral or written, between RDNO and the Purchasing Agent other than as are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon RDNO or the Purchasing Agent unless made in writing and signed by each of them.

Article 15. Governing Law

- (a) This Agreement shall be construed and governed in accordance with the laws of British Columbia and the Bidder hereby submits to the jurisdiction of the courts of British Columbia with respect to any action or proceeding brought by RDNO to enforce its rights hereunder.

Article 16. Time

- (a) Time is of the Essence in this Agreement.

Article 17. Successors and Assigns

- (a) This Agreement shall be binding upon and enure to the benefit of RDNO and the Purchasing Agent and their respective heirs, executors, administrators, successors, and permitted assigns.

Article 18. Joint and Several

- (a) In the event that the Bidder comprises one or more persons or entities, all grants, covenants, provisions, claims, rights, powers, obligations, privileges, and liabilities shall be construed as being joint as well as several.

Article 19. Gender

- (a) Wherever the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or feminine or body corporate, as the context or case may be.

Article 20. **Communication**

- (a) The Contractor must consult on an ongoing basis and attend appropriate meetings with the RDNO.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the date first written above.

REGIONAL DISTRICT OF NORTH OKANAGAN

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Insert appropriate execution block for Bidder:

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

