



Request for Quotation (RFQ)

RFQ NAME: **Vehicle Licence Plates**

RFQ NUMBER: **2013-056**

ISSUE DATE:
July 3, 2013

AUTHORIZED CONTACT:
Name: Warren Kim – Strategic Sourcing Analyst
Phone: (604) 982-6288
Email: warren.kim@icbc.com

CLOSING DATE/TIME:
By 3:00pm [PDT] on July 24, 2013

Please submit 1 complete hardcopy together with a CD-ROM of each Response.
Reference the RFQ on the front of the envelope or package.
Faxed and email replies will not be accepted.

SUBMIT RESPONSE TO:
ICBC
Strategic Sourcing, Supply Management
300–132 West Esplanade, North Vancouver, BC V7M 1A2
Attention: Warren Kim

Important Dates:

Schedule 3 - Response Notification Form	Due July, 11, 2013
Schedule 4 – Mutual Non-Disclosure Agreement	Due July 11, 2013
Last day for enquiries as described in section 3.7	July 17, 2013

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1. SCOPE AND BACKGROUND INFORMATION

1.1 Scope

ICBC is interested in procurement and delivery of vehicle licence plates.

Interested bidders should have the capacity, ability, experience and flexibility to produce and have delivered vehicle licence plates as specified in this RFQ document. ICBC may also introduce future licence plate types, as part of its mandate, that the bidder must be able produce.

1.2 Background Information

ICBC is a provincial Crown Corporation established in 1973 to provide universal auto insurance to BC motorists. In addition, ICBC is responsible for driver licensing, vehicle registration and licensing.

Further details about ICBC can be accessed through our website "About ICBC" at www.icbc.com.

ICBC issues approximately 1.6 million licence plates each year throughout the Province of British Columbia. Specific volumes for each license type are available in Schedule 2. (All stated volumes are historical for reference purposes only and are not guaranteed to reflect future requirements.)

The finished plates are to be delivered to the ICBC Warehouse located in Burnaby, B.C. or any other warehouse location that ICBC specifies in the future. ICBC then distributes the monthly allotments of plates to the approximately 900 Autoplan insurance brokers located throughout the Province of British Columbia. These brokers then issue the plates to ICBC's customers.

2. LIST OF APPENDICES AND SCHEDULES

2.1 Appendices and Schedules

Your quotation is requested for the products and services listed in Appendix A, B and C on the terms and conditions set out below and in any attached documentation.

The following appendices provide requirements and items to include in bidder's response:

Appendix A - Licence Plate Specifications

Appendix B – Licence Plate Performance Testing Specifications

Appendix C – ICBC Current Plate Designs

Appendix D – Packaging and Shipping Requirements

Appendix E - General Terms and Conditions

The following schedules are to be populated by the bidder:

Schedule 1 - General Information (must be submitted with bid);

Schedule 2 - Cost Information (must be submitted with bid);

Schedule 3 - Response Notification Form

Schedule 4 - Mutual Non-Disclosure Form

Schedule 5 - General Terms and Conditions Checklist (must be submitted with bid)

2.2 Schedule of Events after Closing date

Please note that the events and dates are subject to change at ICBC's sole discretion. All dates are in 2013.

ICBC to conduct evaluation of bids and any reference checks	July 24- August 2
Selection of and notification to winning bidder(s)	August 6
Notification to non-selected bidders	August 7
Begin contract negotiations and potentially a prototype run	August 12

3. TERMS AND CONDITIONS OF RFQ

3.1 Bidder's Responsibility

Each bidder is responsible to monitor BC Bid at www.bcbid.gov.bc.ca regularly for the most recent information and view answers to any questions, or any addenda issued prior to the response date shown on the cover page. Specific questions that are of a creative or proprietary nature shall remain confidential.

One written response (hardcopy) together with a CD-ROM (softcopy) is required by the date and time noted above. Late responses may not be accepted. Corrections and changes to quotations must be clearly marked as such and must be received by ICBC before the closing date.

3.2 Rectification Process

Bidders submitting quotations that do not meet the quotation content requirements may be provided with an opportunity to rectify any deficiencies within a time period, defined by ICBC in its sole discretion. Bidders subsequently failing to submit information that meets these quotation content requirements may be excluded from any further consideration.

3.3 Pricing and Delivery of Products

Pricing information will be presented in Canadian Dollars, with all applicable federal and provincial sales taxes extra and itemized.

Quoted prices are to be open for acceptance for at least 180 days from the closing date set out on page one. Bidders must quote all plate types in Schedule 2 in order to be considered.

ICBC anticipates a 6 year contract with one or multiple bidders (whichever is most effective). ICBC expects the first 3 years of the contract will be fixed pricing, ICBC will negotiate one price for the last 3 years as negotiated with the bidder near the end of the first 3 years. ICBC may terminate any contract, or reduce the quantity or variety of plates being ordered, after 3 years should price negotiations for years 4 to 6 be unsatisfactory to ICBC. ICBC may give preference to any bidder that offers to hold pricing for all 6 years. ICBC may have two optional 3 year renewals in addition to the 6 year contract should pricing and terms be satisfactory to ICBC at the time of renewal.

During the term of the agreement and any extensions to that term, the bidder is to agree that ICBC's price will be the lowest for plates with similar specifications compared with pricing that other customers receive from the bidder. This pricing guarantee is for quantities that are the same or lower as other customers with similar specifications.

ICBC may ask for prototypes to be run and inspected/tested by a third party or a certificate of conformance to be issued at the bidder's expense, before a contract is

signed. If a prototype does not meet ICBC's specifications and the selected bidder cannot rectify the situation, ICBC has the right to award the bid to the next highest scoring bidder.

Delivery of products will be F.O.B. Destination, freight prepaid and not charged. Bidders will be responsible for any applicable customs duties or charges.

ICBC reserves the right to negotiate any aspects of the quotation with the lead bidder(s) or with any shortlisted bidders, but ICBC is not obligated to ask for or receive further information from any bidder.

3.4 Acceptance and Rejection of Quotations

ICBC is not bound to accept the lowest quotation and reserves the right to accept or reject, in whole or in part, any quotation in its sole discretion. ICBC reserves the right to enter into contracts with more than one of the bidders or not to make any purchase as a result of this RFQ.

ICBC reserves the right to modify this RFQ at any time before closing and any modifications will be posted on BC Bid or provided to bidders who have submitted a Response Notification form (Schedule 3).

3.5 Evaluation of Quotations

ICBC will evaluate quotations on the following criteria for all bids that are compliant to specifications in Appendix A and B:

Requirement	Weighting
Costing	60%
Schedule 1 responses and any other areas of concern	40%

ICBC reserves the sole right to disqualify a bid if ICBC determines that the bid does not meet the specifications in Appendix A and B.

3.6 Limitation of Liability

By submitting a quote, the bidder agrees not to claim damages for whatever reason, relating to the quote or the RFQ process and the bidder waives any claim for loss of profits, or any other economic loss, if ICBC does not purchase from the bidder.

3.7 Enquiries

All enquiries related to this RFQ are to be in writing via email, referencing the RFQ number, and directed only to the authorized contact person, noted on the cover page. Information received from any other source is not official and cannot be relied upon.

ICBC will respond to enquiries that it considers relevant to this RFQ, which ICBC will determine in its sole discretion.

If any bidder does contact any person within ICBC or the Provincial Government other than the authorized contact person regarding any matter in connection with this RFQ, ICBC may, in its sole discretion, disqualify that bidder from participating in the RFQ process and reject that bidder's Quotation without further consideration.

3.8 Number of Quotes

Bidders may submit more than one quote if the bidder has different raw material manufacturers or coating processes that it wants to propose. Each quote must be separated and must include the information required for Schedules 1 and 2. This is to prevent any confusion between the options presented. Please ensure each quote is distinguished from the other by providing different titles at the beginning of each quote describing the difference (eg. Quote 1: Plate with X reflective sheeting, Quote 2: Plate with Y reflective sheeting).

3.9 Ownership of Bids Submitted

All documents, including bids, submitted to ICBC become the property of ICBC. They will be received and held in confidence by ICBC, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

Please ship one sample of a regular size plate and one smaller size plate with your bid submission.

3.10 Bidder Acceptance

Please include this page with your bid submission signed by an authorized signatory.

I/we certify that I/we have read, understood and accept the terms and conditions provided in the Request for Quotation and any other included documentation. The information provided in my/our submission is complete and accurate, and I/we agree to be bound by my/our quote and by all representations, conditions and statements contained therein.

(Printed Name of Bidder/Company)

(Printed Name of Authorized Signatory)

Signature

Date

APPENDIX A – LICENCE PLATE SPECIFICATIONS

The following Appendix A and B are ICBC specifications. The Bidder can provide a separate quote with alternative License Plate specifications that will meet ICBC's functional needs in addition to a quote that meets the specifications listed in Appendix A, B and C. ICBC reserves the right to reject an alternate specification so it is highly recommended to submit at least one quote that meets the specifications that ICBC has listed. An alternate quote should represent improvements that will lower the Total Cost of Ownership.

a) Base Material

The base material to be used is aluminium Type 3105-H12 Alloy. If you have an alternate metal that is lower cost, please submit an alternate quote in addition to quoting the ICBC specified aluminum.

The finished product thickness is to be 0.80mm \pm 0.05mm (0.032" \pm 0.002") for all Small plates and 0.69mm \pm 0.05mm (0.027" \pm 0.002") for all Large plates.

The base material must have an approved pre-treatment for the intended overlay of reflectorized sheeting.

- All number plates are intended for a 'Lifetime' usage. Minimum useful life is five years for all numbered plates. This includes protection against deterioration to the front and back of the finished plate.

b) Plate Size and Design

The manufactured plates are to conform to the following dimensions:

- Large Size (height x length) – 152mm x 304mm \pm 2mm (6"x12" \pm 0.079")
- Small Size (height x length) – 126mm x 201mm \pm 2mm (5"x8" \pm 0.079")
- Each plate must allow for up to 8 characters to be placed along its midline which includes the BC flag logo as one character space, including alphanumeric series, flag, dash, or picture of an antique car. Current design formats are provided in Appendix C. ICBC currently uses 7 character spaces but may require 8 at a future date. For the purposes of Schedule 2, please quote the current plates as shown in Appendix C.

c) Cutting, Forming or Pressing Operations

Based on the process, any cutting, forming, or pressing operations should be conducted in such a manner and with such equipment that the base metals, the applied reflective materials, and any inks or printing are not damaged in any way.

Damage includes, but is not limited to, any cracking, crazing, splitting, or loss of adhesion visible under 10-power magnification.

Corners are to be rounded and the plates are to have no sharp edges.

d) Printing or Numeral Inks

- Process used to bond printing to the base stock shall have no visible defects such as orange peel, pinholes, runs or sags, or blisters.
- The printing should not fade or wear during the life span of the plate while attached to the vehicle that experiences overall average driving and weather conditions in British Columbia.
- Colour and numerical thickness should be consistent both letter to letter and throughout the production run.

e) Colour

Numeral Screening Inks:

- Ink is retro-reflective,. Depending on your manufacturing process and supplier of materials, a new list of colours may be identified. ICBC's intent is to remain consistent with our current plate colours.
- Colour shall be within 7 ΔE units (ASTM D-2244-89, CIE 1976 (L*a*b*) colour space, 45/0 degree geometry).

COLOUR	CODE	USED FOR:
Lemon Yellow	722	Flag
Traffic Sign Red	712	Flag, Restrictive plate screen printing
Dark Red	4902V	Restrictive Plate, Embossed Alphanumerics
Blue	4901V	Embossed Alphanumerics; Personalized plate, water
Blue	710	Beautiful British Columbia, Flag, Demo, etc.
Green	708	Personalized Plate Forest colour
Black	705	Collector and Personalized Plate Screen Printing
Black	4805V	Embossing on Collector Plate Alphanumerics

f) Numbering

Each plate type has a unique license plate numbering sequence (see Appendix J spreadsheet for the specific configurations). The size of these alphanumeric characters should be visually centered and aligned horizontally with the edge of the plate. The sizes are as follows:

- Large Number Plates (height) Alpha/Numeric Character Size : 65 ± 1.7 mm ($2.55'' \pm 0.06''$)`
- Small Number Plates (height) Alpha/Numeric Character Size : 44 ± 1 mm ($1.73'' \pm 0.06''$).

g) Warranty watermarks

All warranty marks are to be an integral part of the reflective sheeting ('buried' below the surface of the sheeting). The marks shall not interfere with, conflict with, nor detract from the licence plate graphic design or reduce sheeting brightness. All warranty marks shall be durable for the warranted life of the finished licence plate.

The warranty marks shall incorporate the sheeting manufacturer's production run number that designates the source of manufacture, year of manufacture, and specific lot from which the material was supplied. Industry reference information: 3M Ensure Image or equivalent.

The warranty marks shall be verifiable on a licence plate once properly affixed to the vehicle's designated mounting area from an approximate head-on distance of 6 feet.

APPENDIX B – LICENCE PLATE PERFORMANCE SPECIFICATIONS

The standards referred to in this section are the standards prepared by the American Society for Testing and Material (“ASTM”) and the Canadian General Standards Board (“CGSB”) as amended from time to time.

a) Reflective Sheeting

- Colour – White, ICBC is currently using 3770 (3M product) but an equivalent colour can be quoted.
- Reflectivity level 3 minimum reflectance 50 candela per lux per square metre when tested with a retroreflectometer (0.2, -4.0 degrees).
- Note that this is the value listed in CGSB 62-GP-11M, Method 8.2.6.2. or ASTM equivalent.

b) Gloss

A minimum 85° specular gloss, as follows:

- Type I & II – Aluminum Reflectorized Face Side with clearcoat
- Minimum 40 units
- CGSB 62-GP-11M Par. 8.2.2 Method 1-GP-71, Method 13.4 or ASTM equivalent.

c) Film Thickness

- Numeral Ink Film Thickness – The film thickness should be sufficient to cover the background material, and may be either opaque or translucent.
- The thickness of coating should exhibit an acceptable colour and be within 7 Δ E (ASTM D-2244-93, CIE 1976 (L*a*b*) colour space, 45/0 degree geometry).

d) Film Shrinkage

The retro-reflective sheeting should not shrink or expand more than 0.8mm (0.03”) in ten minutes and 3.2mm (0.12”) in 24 hours.

The specimen should be a 230 by 230mm (9.05”) piece of the reflective material at standard test conditions (par 8.2.3). Standard test is as follows:

- (CGSB 62-GP-11M, Test method 8.2.10 or ASTM equivalent). Remove the liner and place the specimen on a flat surface with the adhesive side up.
- Ten minutes after removal of the liner, and again after 24 hours measure the dimensions of the specimen to determine the amount of shrinkage.

e) Film Adhesion

The adhesive backing of the retro reflective film should produce sufficient bond to support a 340 gram (12 ounces) mass for five minutes without the film peeling from the test substrate for more than 50 mm (1.96”).

Three 50 by 150 mm (1.96” x 5.90”) pieces of reflective film complete with backing will be subjected to a temperature of 71° C (160° F) and a pressure of 17.2 kPa (2.5 psi) for four hours. Condition for one hour at 23° C. (73° F). Cut a 25 (0.98”) by 150mm (5.90”) strip from each piece. Remove the liner by hand without using water

or solvents. The liner, during removal, should not break, tear, or remove any adhesive from the backing. Apply 10cm (0.39") on one end of each specimen to a test panel and condition for 48 hours at 23° C (73° F). Suspend the samples horizontally with the specimen hanging downward. Attach a 340 gram (12 ounces) mass and allow it to hang freely, normal to the test panel surface for 5 minutes. At the end of 5 minutes measure the separation or peeling distance. Adapted from CGSB 62-GP-11M Test Method 8.2.12 or ASTM equivalent can be used

f) Adhesion, Process inks, Numeral ink, Clearcoat

No process inks, numeral ink or clearcoat should be removed by quick removal of cellophane tape.

Cellophane tape (3M Scotch Brand number 600 or equivalent, ¾ inch wide) will be applied to the finished surface such that there are no air pockets, left for 1 minute and then removed in one quick motion.

g) Flexibility, Room Temperature

- Any background screened & numeral inks on all plate types should show no cracking or peeling when subjected to the bend test using 9.5 mm (0.375") mandrel.

CGSB 1-GP-71 METHOD 119-1 or ASTM equivalent.

h) Flexibility, Low Temperature

A flat section of licence plate coated with retroreflective film is bent around a 19 mm (3/4 inch) mandrel at -23° C (-9.4° F). There should be no dislocation, cracking, separation, flaking or peeling of the film from the substrate or from the reflective film. The reflective material applied to a license plate blank will be cut into two 50 by 150 mm (1.96" x 5.90") test panels. The panels are conditioned for a minimum of one hour at -23° C (-9.4° F). With the panel's back side facing the mandrel, the test panel will be bent around a 19 mm mandrel at a temperature of -23° C (-9.4° F).

i) Heat Resistance

The material should not crack, peel, chip or delaminate from the test panel when exposed for 24 hours at 70°C (158° F).

Test Method: CGSB 62-GP-11M Par. 6.10 & 8.2.9.2 or ASTM equivalent

j) Hydrocarbon Resistance

The background sheeting, screened portions and numeral inks on all plate types should withstand one (1) minutes immersion in 70% isooctane: 30% toluene standard test fluid without evidence of any wrinkling, blistering or loss of adhesion. After subsequent air drying for one (1) hour, the film should show no softening, blistering, crinkling or dissolving of the exterior film, inks adhesive or separation from the substrate and only a trace of discoloration.

Test Method: CGSB 62-GP-11M 8.2.5 or ASTM equivalent.

k) Water Resistance

The background screened and numeral inks should withstand immersion in water at 23o C (73° F) for 18 hours without evidence of wrinkling, blistering or loss of adhesion:

After subsequent drying for two (2) hours the film should show no more than a slight dulling or whitening and no softening or other defects.

Test Method:: CGSB 1-GP-71 METHOD 110-1 or ASTM equivalent.

I) Accelerated Weathering

- The background, screened & numeral inks should withstand an exposure period as follows when tested in a twin arc accelerated weathering machine:

Aluminium plates: 1000 hours (forty-three 23.5 hour cycles)

It is the intention of ICBC that the test procedure be changed over to a QUV exposure (UVA) that is approximately equivalent. Equivalency would be determined by comparative testing with actual licence plate materials. Current test parameters would be replaced at that time.

At the end of the exposure period there should be no evidence of chalking, checking, cracking, flaking, or loss of adhesion and no more than a very slight change in colour.

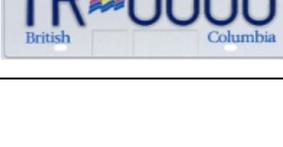
The 85° gloss after exposure should be no less than 40 units of gloss.

Test Method:: CGSB 62-GP-11M Par. 6.8, a, b, c and d or ASTM equivalent.

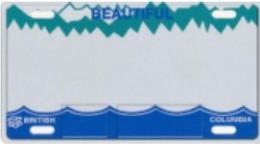
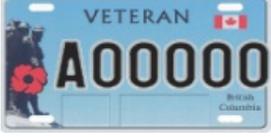
APPENDIX C – ICBC CURRENT PLATE DESIGNS

The following plate designs are the current designs. Over the term of a contract(s), should a contract be created, ICBC may add plate types or sizes as needed or change designs of current plates to fulfill its mandate. Promotional plates may also be introduced during the term of the contract.

CURRENT PLATE	PLATE TYPE	Size	Pair/Single	ICBC SKU
	Passenger	6x12	Pair	RS101
	Commercial	6x12	Pair	RS102
	Motorcycle	5x8	Single	RS003
	Commercial Trailer	6x12	Single	RS004
	Utility Trailer	5x8	Single	RS105
	A Plates (Farm Truck)	6x12	Pair	RS006

	F Plates (Farm Tractor)	6x12	Pair	RS007
	X Plates (Industrial Vehicle)	6x12	Pair	RS008
	Prorate (Apportioned)	6x12	Pair	RS009
	Ham Radio	6x12	Pair	RS010
	Passenger Personalized	6x12	Pair	RS016
	Demo	6x12	Single	RS017
	Demo Motorcycle/Trailer	5x8	Single	RS018
	Repairer	6x12	Single	RS019
	Transporter	6x12	Single	RS020

	Manufacturer	6x12	Single	RS021
	Trailer Floater	6x12	Single	RS022
	Special Agreement	6x12	Pair	RS023
	Restricted	5x8	Single	RS124
	Collector Passenger	6x12	Pair	RS049
	Collector Motorcycle	5x8	Single	RS050
	T Plates (Quarterly Logging Truck)	6x12	Pair	RS051
	Multi-Collector Passenger	6x12	Single	RS052
	Multi-Collector Motorcycle	5x8	Single	RS053

	Motorcycle Personalized Plate	5x8	Single	RS056
	Veteran-Passenger	6x12	Pair	RS057
	Veteran Commercial	6x12	Pair	RS058
	Veteran Motorcycle	5x8	Single	RS059
	Vintage	6x12	S	
	Vintage MC	5 x8	S	
	Sample Plate	6x12		
	Foreign Rep – Career Consular Plate	6x12	P	
	Foreign Rep – Diplomatic Level	6x12	P	

	Foreign Rep – Honorary Consular	6x12	P	
	Foreign Rep – Special Representative	6x12	P	
	Foreign Rep – Consular Staff	6x12	P	

APPENDIX D – PACKAGING & SHIPPING REQUIREMENTS

Please base your Schedule 2 costing on the following packaging and shipping specifications.

The suggested boxes should be able to withstand a crushability factor when one pallet of plates is stacked upon another. Pallets can be stacked up to three high.

- Singles – license plates:
current packaging is 25 per box for small plates, and 50 per box for large single plate sizes. The plates are to be packaged in sequential order with the lower number of the series at the front of the box. Each plate is to be placed in a see through bag open at one end.
- Pairs – large license plates:
current packaging is 25 pairs per box. The plates are to be packed in sequential order, with the lower number of the series at the front of the box. Each pair of plates should be bagged together in a see through protective sleeve, open at one end, in such a manner to best protect the plates.

Pallet requirements

All boxes are to be secured on the pallets in such a manner to prevent falling, tilting, or movement. The following are pallet suggestions:

- Large licence plates:
160 boxes per pallet (unless otherwise agreed with icbc) in sequential order with lowest number of the series loaded on top and front.
- Small licence plates:
200 boxes per pallet (unless otherwise agreed with icbc) in sequential order with the lowest number of the series loaded on top and front.
- All other plates:
for all other plate types, pallets are to be of uniform size, with uniform quantity of like plates in each pallet. All boxes are to be loaded in sequential series order with lowest number of the series loaded on top and front.

Over the duration of a contract(s), if a contract(s) is awarded, ICBC may change packaging and shipping requirements as needed.

APPENDIX E – GENERAL TERMS AND CONDITIONS



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GENERAL TERMS AND CONDITIONS

Note to Bidders: *This document sets out terms and conditions which will form part of any Contract ICBC enters into for provision of goods or services following an RFQ, as they apply to that Contract. They will be incorporated into the Contract as applicable, subject to any necessary modifications. This document is NOT the entire Contract.*

DEFINITIONS

1. In these General Terms and Conditions, the following terms have these meanings:

"Contract" means the written Contract between ICBC and the Contractor resulting from an RFQ;

"Contractor" means the successful Bidder to an RFQ who enters into a Contract with ICBC;

"ICBC" means the Insurance Corporation of British Columbia;

"RFQ" means a Request for Quotation issued by ICBC.

PAYMENT

2. Invoicing – Goods

2.1 ICBC will pay the Contractor based on net 60 days of receipt of an invoice for goods if the invoice and the goods provided are satisfactory to ICBC.

3. Invoicing – Services

3.1 The Contractor will submit monthly invoices providing a breakdown of hours (if applicable), services performed, the individual(s) performing the services and the GST/PST (or any tax legislated in substitution therefor payable by ICBC) as applicable, all itemized individually.

4. Late Payment Terms

4.1 ICBC will not be liable to pay more than simple interest at the rate of the Royal Bank of Canada's prime interest rate charged to its most credit worthy commercial customers, applicable as of the date on which the amount was due, plus one percent (1%), to a maximum total interest rate of nine percent (9%) per annum, calculated monthly not in advance on any amount which is overdue from the day such amount became overdue to the day prior to the date of payment, inclusively. However, interest shall not be payable or paid unless the amount has been outstanding (unpaid) for more than thirty (30) business days' following the due date. Interest shall not be paid on overdue advance payments.

4.2 Interest will only be paid when ICBC is responsible for the delay in paying the Contractor. If ICBC is not responsible for the delay in paying the Contractor, no interest shall be paid. Disputed invoices will not be subjected to late payments.

CONTRACTOR'S OBLIGATIONS

5. Code of Ethics

5.1 The Contractor shall adhere to the provisions of the most current version of the ICBC Code of Ethics in providing the Services. ICBC will provide a copy of the most current ICBC Code of Ethics to the Contractor for acknowledgement and signature prior to the commencement of Services. Breach of the Code of Ethics may be grounds for immediate termination of the Contract, in ICBC's sole discretion. The link to view ICBC's Code of Ethics is:

http://www.icbc.com/about-ICBC/Corporate-governance/code_ethics.pdf

6. Compliance – Laws and Permits

6.1 The Contractor shall during the term of the Contract:

- a) At its own expense, obtain and maintain all licenses, certificates, permits, and authorizations necessary and required to perform the services, and give all notices required to perform its obligations;
- b) Observe, perform and comply with all laws, by-laws, regulations and directives of all governmental authorities including, but not limited to, all Provincial and Federal laws and including applicable Workers' Compensation legislation;
- c) Notify ICBC of any changes to laws, by-laws, regulations, codes, standards and orders applicable to the services being performed; and
- d) Be responsible for ensuring that its employees and subcontractors comply with this section 6.

6.2 ICBC may at any time require the Contractor to provide evidence satisfactory to ICBC of such compliance.

7. Hazardous Materials

7.1 The Contractor shall comply with the requirements of any applicable workplace hazardous materials legislation, including but not limited to the workplace Hazardous Materials Information System (WHMIS) legislation and regulations, at all times. Such compliance shall include but not be limited to:

- a) Provision of Material Safety Data Sheets (MSDS) to ICBC. A copy of MSDS for all materials on site where work is being performed under the contract is to be displayed at a readily accessible designated location;
- b) Training of staff in the proper handling and storage of such materials; and
- c) Furnishing and use of workplace labels for such materials.

7.2 Failure of the Contractor to comply with WHMIS regulations or any other applicable workplace hazardous materials legislation may result in termination of the Contract by ICBC in its sole discretion, as well as the recovery of any charges assessed against ICBC for such non-compliance.

7.3 The Contractor shall ensure that all of its subcontractors, employees and suppliers comply with the terms of this section.

8. Environmental Laws

8.1 The Contractor shall comply with all applicable laws, regulations, bylaws, ordinances, and orders of any governmental authority dealing with pollution of the environment, toxic and hazardous materials and waste and other environmental hazards, and public health and safety.

8.2 The Contractor shall ensure that all materials, including expendable and built-in materials, are environmentally safe and are not prohibited by any applicable laws, regulations, bylaws, ordinances, or orders of any governmental authority.

8.3 The Contractor shall at all times ensure that best environmental practices are used.

8.4 The Contractor shall ensure that all of its subcontractors, employees and suppliers comply with the terms of this section.

9. Workplace Safety

9.1 The Contractor shall be solely responsible for occupational health and safety in the performance of the services and for compliance by the Contractor, all subcontractors, workers and others for whom the Contractor is responsible at law in performing the services, with the rules, regulations, and practices required by the applicable occupational health and safety legislation including, without limiting the generality of the foregoing, the Occupational Health and Safety Regulations under the Workers Compensation Act of British Columbia, and section 217.1 of the Criminal Code of Canada, and the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the services. If requested by ICBC, the Contractor shall provide ICBC with a copy of its workplace safety policies, procedures, guidelines and rules, and shall follow such procedures at all times during the performance of the services. The Contractor shall report all workplace safety incidents relating to the services or occurring during the performance of the services to ICBC, and at ICBC's request shall provide ICBC with a copy of any investigations or reports completed regarding such incidents and the outcome of any such investigations.

10. Indemnity

10.1 The Contractor shall indemnify and save harmless ICBC from and against all claims, losses, costs (including reasonable legal fees), damages, suits, proceedings or actions of any nature whatsoever caused by or arising out of the activities of the Contractor, all subcontractors, and any other party for whom the Contractor is responsible at law in performing the services including, without limiting the generality of the foregoing:

- a) any claims, losses, costs (including reasonable legal fees), damages, actions or fines for environmental damage or non-compliance with environmental laws or regulations of any nature whatsoever;
- b) any claims, losses, costs (including reasonable legal fees), damages, actions, proceedings or fines (including fines and penalties imposed under the Criminal Code of Canada) arising out of or in any way related to a failure by the Contractor, any subcontractor, worker or any other person for whom the Contractor is responsible at law in performing the services to observe any rules, regulations, or practices required by the applicable occupational health and safety legislation including, without limiting the generality of the foregoing, the Occupational Health and Safety Regulations under the Workers Compensation Act of British Columbia or equivalent in your jurisdiction, or arising out of or in any way related to a failure by the Contractor, any subcontractor, worker or any other person for whom the Contractor is responsible at law in performing the services to comply with the duty imposed by section 217.1 of the Criminal Code of Canada.

11. Intellectual Property

11.1 The Contractor irrevocably grants and assigns to ICBC all right, title and interest in and to all copyright, trademark or other intellectual property rights in the work the Contractor produces under this Contract as the work is created and intellectual property rights arise in such work. The Contractor waives all moral rights in favour of ICBC in respect of such work and will obtain all applicable moral rights waivers in favour of ICBC with respect to any work produced by anyone other than the Contractor. All products, including copyright, that result from the performance of this Contract are the property of ICBC. The Contractor will not allow them to be published or used in any way without ICBC's prior written consent.

11.2 The provisions of this section survive and apply after the expiry or termination of this Contract.

12. Copyright and Confidentiality

12.1 In the course of performing this Contract, the Contractor may receive information and material from ICBC and may produce information and material relating to the Services (collectively the "Information"). Such Information includes Information in tangible and intangible formats such as but not limited to verbal, electronic and written. All Information is the sole property of ICBC, and the Contractor will:

- a) treat the Information as confidential and sensitive, using the same degree of care as the Contractor affords to its own confidential information and in no event less than a reasonable degree of care;
- b) not use the Information for any purpose other than in connection with this Contract;
- c) prevent unauthorized disclosure of any Information, including the contents of this Contract;
- d) store the Information in a secure environment to ensure confidentiality;
and

- e) permit ICBC to inspect the location of the Information to verify storage procedures.

12.2 At the expiry or termination of this Contract, the Contractor will return all tangible Information to ICBC and destroy all intangible Information stored in physical media in a manner that is appropriate for the media so that such Information or any portion of it cannot be subsequently retrieved, accessed or used by the Contractor or any other person. The Contractor will contact ICBC for assistance or instruction concerning destruction if any questions arise.

12.3 The obligations set out in this section will not apply to the disclosure of Information by the Contractor which:

- a) is disclosed by the Contractor after receiving written approval from ICBC;
- b) is disclosed by the Contractor under court order or other lawful compulsory process, provided that ICBC is given notice thereof as soon as practicable but in any event before such disclosure takes place;
- c) is in the public domain at the time it is disclosed or becomes publicly available after disclosure other than by breach of this Contract; or
- d) is disclosed without restriction to the Contractor in good faith by a third party who is in lawful possession thereof and who has the right to make such disclosure.

12.4 The Contractor will ensure that he or she will not publicize or otherwise disclose the existence of this Contract, the arrangement set forth in this Contract or their business dealings with ICBC without ICBC's prior written consent, which consent may be withheld in ICBC's discretion. Notwithstanding the foregoing or anything to the contrary herein, the Contractor may disclose the information in the preceding sentence pursuant to any order of a Canadian court of competent jurisdiction or pursuant to any applicable Canadian law.

12.5 Any breach of this section by the Contractor, its authorized subcontractors or its agents is a material breach of this Contract and grounds for immediate termination of this Contract by ICBC without liability to the Contractor of any kind. Any such termination is in addition to all other rights and remedies to which ICBC is entitled pursuant to this Contract or otherwise.

12.6 The provisions of this section survive and apply after the expiry or termination of this Contract.

13. Protection of Personal Information

13.1 In this section, "personal information", "public body", "service provider", "associate" and "access" have the meanings set out in the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time ("FIPPA"). For example only, personal information includes but is not limited to an individual's name, phone number, address, birth date, e-mail address and any information relating to driver licensing, vehicle ownership, financial matters or insurance claims.

13.2 In this section, any reference to the Contractor includes its employees and associates, if any. The Contractor will ensure that all such persons comply with the obligations of the Contractor in this section.

13.3 This section is in addition to any other confidentiality obligations elsewhere in this Contract, and such other confidentiality obligations extend to and include personal information except as specifically modified by this section.

13.4 The Contractor acknowledges: (a) ICBC is a public body and is subject to the provisions of FIPPA, and (b) the Contractor is a service provider to ICBC, and as such it is subject to the provisions of FIPPA with respect to the personal information disclosed to it pursuant to this Contract. The Contractor will comply with all applicable provisions of FIPPA including, without limitation, provisions regarding the collection, storage, access, use, protection and disclosure of personal information.

13.5 ICBC is transferring only physical custody of personal information to the Contractor, not control of that personal information. Authority for the use, disclosure, access, destruction and integrity of any personal information remains with ICBC at all times.

13.6 Unless otherwise approved by ICBC in writing, the Contractor will only use personal information for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under this Contract.

13.7 Unless ICBC otherwise directs in writing, the Contractor will not store, disclose or have personal information accessible outside of Canada.

13.8 The Contractor will ensure that no person collects, accesses, uses or discloses personal information except for those employees, associates and subcontractors (if any) of the Contractor who are required to collect, access, use or disclose the personal information for the purpose of the Contractor performing its obligations under this Contract ("Authorized Persons").

13.9 The Contractor will be responsible for, and to have the authority to ensure, privacy compliance generally and compliance with this section specifically.

13.10 The Contractor will have appropriate security measures in place to ensure that personal information is collected, accessed, used, disclosed and disposed of only by Authorized Persons, including without limitation:

- a) restricted access to records containing paper copies of personal information;
- b) restricted access to personal information stored in electronic format(s), by using unique user IDs and passwords that are linked to identifiable Authorized Persons;
- c) systems containing personal information will be capable of providing an audit trail and user access logs, which logs will be retained by the Contractor during the term of this Contract and for at least 24 months following its expiry or termination;
- d) personal information cannot be removed from the Contractor's premises unless approved by ICBC in advance; and

- e) personal information, unique IDs and passwords will not be transmitted over the Internet or any other wide area or local network (whether by email or otherwise) unless: (i) the Contractor uses industry best practices for data security, including securing the transmission in a manner that renders it unreadable except by the intended recipient, and (ii) in the case of personal information, the transmission is approved by ICBC in advance.

13.11 During the term of this Contract and for 24 months thereafter, ICBC or its authorized representative may, on reasonable notice and during regular business hours, enter the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its compliance with this Contract.

13.12 The Contractor will immediately notify ICBC in writing of any non-compliance or anticipated non-compliance with this section (including any misappropriation of personal information) and will further inform ICBC of all steps the Contractor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

13.13 Subject to any statutory obligations to which the Contractor may be subject, the Contractor will not retain any personal information, or any records of personal information in any form whatsoever (including without limitation hard copy or electronic formats), longer than is necessary to perform the Contractor's obligations under this Contract. Once personal information is no longer so required, the Contractor will permanently and securely destroy the personal information and all records thereof in a manner that is appropriate for the media so that the personal information or any portion of it cannot be subsequently retrieved, accessed or used by the Contractor or any other person.

13.14 The Contractor represents to ICBC that: (a) with respect to this Contract and complying with its obligations hereunder, the Contractor is subject solely to the laws of British Columbia and the laws of Canada applicable therein, and (b) it is not subject to the USA Patriot Act including, without limitation, any order, directive, ruling, requirement, judgment, injunction, award, decree, decision or other requirement issued pursuant to such Act (each a "Disclosure Order"). The Contractor will immediately inform ICBC if: (a) the Contractor or any employee, associate or subcontractor (if any) receives a Disclosure Order, or (b) the Contractor receives any direction or request from an associate or affiliate to disclose or provide access to personal information which the Contractor knows or has reason to believe is for the purpose of responding to a Disclosure Order (an "Affiliate Request"). Upon receipt of a Disclosure Order or an Affiliate Request, the Contractor will not disclose any personal information in response thereto and the Contractor will at all times act in accordance with its obligations under this Contract.

13.15 Any breach of this section by the Contractor or its employees, associates or subcontractors (if any) will be considered a material breach of this Contract and will be grounds for immediate termination of this Contract by ICBC without liability to the Contractor of any kind. Any such termination is in addition to all other rights and remedies to which ICBC is entitled pursuant to this Contract or otherwise.

13.16 The provisions of this section survive and apply after the expiry or termination of this Contract.

14. Assignment

14.1 The Contractor shall not be entitled to assign the Contract or any portion of the Contract either voluntarily, involuntarily or by operation of law, without ICBC's written approval, which approval may be withheld for any reason in ICBC sole and absolute discretion.

14.2 ICBC may assign this Contract or any of its rights or obligations hereunder without the consent of the Contractor, provided that ICBC's assignee agrees in writing to assume all of ICBC's rights and obligations under this Contract. ICBC may assign this Contract in the absence of such Contract if the assignment arises as a result of legislation, government directive or the reorganization or division of ICBC into one or more entities.

15. Subcontracting

15.1 The Contractor shall not subcontract any portion of the services under this Contract except as set out in the RFQ without the prior written approval of ICBC, which approval may be withheld for any reason in ICBC's sole and absolute discretion.

15.2 Performance of the services or any part thereof by any subcontractor does not relieve the Contractor of any of its obligations under the Contract. The Contractor is fully responsible for any services performed by a subcontractor and will ensure that all subcontractors adhere to all terms and conditions set out in the Contract. ICBC shall not have any obligation towards any subcontractor.

16. Minimum Volumes

16.1 ICBC makes no representations or warranties as to the minimum volumes of work during the term of the Contract. Annual usage volumes and estimated requirements provided in the RFQ are provided for the purposes of evaluating replies and are estimates only. ICBC makes no commitment to purchase any or all of the annual usage volumes and requirements (if any) during the term of the Contract.

17. Insurance

17.1 Commercial General Liability Insurance

17.1.1 The Contractor shall provide, maintain and pay for the following type of insurance policy issued by insurance company(s) licensed to carry on business in Canada, and shall also require such insurance to be purchased and maintained by all subcontractors and consultants engaged in connection with the Work.

17.1.2 Commercial General Liability Insurance with a limit of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof.

17.1.3 The policy shall include ICBC as an Additional Named Insured and shall include a Waiver of Subrogation against ICBC.

17.1.4 The policy shall state that the Contractor's policy will be considered as primary insurance for all Insureds thereunder and the Insurer will not call into contribution any similar insurance, which may be carried by ICBC.

17.1.5 The Products and Completed Operations coverage shall be maintained in force for at least twelve (12) months beyond the date of completion of the Work.

17.1.6 The policy shall have a Deductible Amount of not more than \$25,000.00, which shall be borne by the Contractor.

17.2 **Automobile Liability Insurance**

17.2.1 Intentionally Deleted

17.3 **Contractor's Equipment Insurance**

17.3.1 Intentionally Deleted

17.4 **Other Provisions**

17.4.1 Unless otherwise directed in writing by ICBC, and subject to 17.1.5, the insurance policies required by 17.1, 17.2, and 17.3 shall attach from the date of the Contract and shall be maintained continuously until the date of completion of the Work as established by ICBC.

17.4.2 The policies described in sections 17.1 and 17.3 shall contain a clause stating that the Insurer will provide ICBC with not less than 30 days' notice in writing in advance of any cancellation or change restricting coverage. Any notice affecting a material change in, cancellation of, or expiration of coverage received by the Contractor shall be transmitted forthwith to ICBC.

17.4.3 Immediately following notification of contract award and preceding the start of any on-site services, the Contractor shall have its insurance broker or agency provide written confirmation of coverage by letter or facsimile machine to ICBC, in respect of the policies described in sections 17.1, 17.2 and 17.3.

17.4.4 The Contractor shall require all subcontractors and consultants engaged in connection with the services to purchase and maintain such insurance policies as described in sections 17.1, 17.2, and 17.3.

17.4.5 ICBC will not contribute to nor participate in any way in the deductible portions of any insurance coverage obtained by the Contractor in respect of the services.

17.4.6 If the Contractor fails to do all or anything which it is required to do with respect to insurance, ICBC may do all that is necessary to effect and maintain such insurance. Any money expended in this way by ICBC shall be recovered from the Contractor.

17.4.7 The failure or refusal of any insurance company carrying insurance on behalf of the Contractor or a subcontractor of the Contractor to pay losses shall not be held to waive or release the Contractor from its liability.

17.4.8 Notwithstanding the foregoing, ICBC reserves the right to waive any of the requirements under 17.1, 17.2, 17.3, and 17.4.

17.5 **Other Insurance**

17.5.1 ICBC may require other insurance or alterations to any applicable insurance policies in force during the period of the Contract and will give notification of such requirement. In such instances, ICBC shall reimburse the Contractor for the premium of the increased coverage.

17.5.2 ICBC does not represent that the policies described in this section 16 will be sufficient to protect the Contractor against all of its responsibilities under the Contract. The Contractor may obtain such additional insurance, as it may consider necessary, at its own expense.

18. Relationship of Parties

18.1 This Contract is a contract for services only, and does not establish a relationship of employment, partnership, agency or joint venture.

18.2 As an independent contractor, the Contractor shall be responsible for making any and all deductions, payments and remittances that may be required under the Canada Income Tax Act, the Canada Employment Insurance Act, the Canada Pension Plan Act, the British Columbia Income Tax Act, the British Columbia Employment Standards Act or any other similar statute of Canada or a province or territory thereof, in connection with the provision of the services. The Contractor agrees that all such deductions, payments and remittances will be made in strict accordance with the Contractor's statutory obligations.

18.3 The Contractor agrees to indemnify and save harmless ICBC, and its officers, directors, servants, contractors and agents from:

- a) any and all liability for any tax, assessment, penalty, interest, wages, or any other amount of any kind whatsoever, arising under one or more of the Canada Income Tax Act, the Canada Employment Insurance Act, the Canada Pension Plan Act, the British Columbia Income Tax Act, the British Columbia Employment Standards Act or any other similar statute of Canada or a province or territory thereof that may arise in connection with the provision of the Services; and
- b) any and all costs, charges, legal fees, taxes and expenses reasonably incurred by such persons as aforesaid in connection with defending any civil, criminal, statutory or administrative action, proceeding or other remedy with respect to any such alleged liability.

19. Conduct of Employees

19.1 The Contractor shall be accountable for the service and conduct of its employees, agents, subcontractor(s), and any other person for whom the Contractor is responsible at law. Behaviour of Contractor's employees deemed by ICBC to be beneath acceptable standards of protocol, safety and/or competence will not be tolerated, and will be communicated to the Contractor for immediate remedial action. ICBC may, where it has reasonable reasons for doing so, identify persons who are prohibited from performing the services and ICBC may, at ICBC's sole discretion, remove any Contractor's employee from the ICBC Work location and prohibit that person from performing any future Work at ICBC locations.

20. WorkSafe BC and Workers Compensation Coverage

20.1 During the term of the Contract, and as a condition of providing the services, the Contractor must be registered with WorkSafe BC, and must ensure that all persons employed or engaged by the Contractor are covered under the British Columbia *Workers' Compensation Act*. The Contractor agrees that the Contractor's WorkSafe BC account shall be kept current and in good standing at all times during the term of the Contract. All premiums and other costs associated with doing so shall be borne by the Contractor.

21. Inspection and Acceptance

21.1 All product(s) delivered shall be subject to ICBC's right to approve of the products(s) for twenty-five (25) business days' following date of actual delivery.

21.2 During the approval period, ICBC may reject in whole or in part, any product(s) as non-conforming to the purchase order requirements or the Contractor's advertised or published specifications, whereupon ICBC shall give the Contractor written notice of rejection and return the rejected products(s) FOB Origin Collect at the Contractor's risk and expense. Only following the expiration of the approval period without notice of rejection will acceptance be deemed to occur. Inspection or failure to inspect shall not affect ICBC's warranty rights nor any other rights in law.

22. Price Revision

22.1 If raw material prices decrease during the term of the Contract, the Contractor shall immediately reduce pricing in its invoices accordingly for all outstanding invoices and undelivered purchase orders. The Contractor and ICBC shall mutually agree on a defined percentage or threshold to specify for cost decreases.

22.2 With respect to on-hand inventory in its original packaging and condition, ICBC shall, at its option, receive a credit or refund from the Contractor within fourteen (14) business days' of written request from ICBC for the difference between the price paid by ICBC and the reduced price for all affected products.

22.3 If the Contractor wishes to increase prices following the expiration of the fixed price date of the Contract, the Contractor shall give ICBC not less than ninety (90) days' advance written notice of such price increases and shall honour all purchase orders received during that notice period at the old prices.

23. Packaging/Skids and Pallets

23.1 Goods shall be packaged and packed at no additional cost for shipment in suitable boxes, bundles, pieces, etc., which shall provide protection against damage during the shipment, handling and storage process in dry unheated quarters. If skid or pallet loads are necessary, ICBC requires that the skid itself be in good condition and that the load be shrink-wrapped, and not exceed a maximum of 1.5 meters in height.

24. Product Discontinuance

Intentionally Deleted

25. Product Manufacturing Process Documentation

25.1 The Contractor shall provide ICBC, at no additional charge, any product manufacturing process documentation for ICBC's use only.

26. Delivery Terms

26.1 Delivery of Goods will be FOB ICBC.

DEFAULT AND TERMINATION

27. Default

27.1 If the Contractor fails to provide sufficient labour, equipment or supplies, or fails to meet the performance requirements under the Contract, or otherwise fails to perform the services in a manner satisfactory to ICBC, then ICBC may give the Contractor written notice stating the default and requiring it to be rectified. If the Contractor does not rectify the default within fifteen (15) business days after the notice is given, ICBC may do any or all of the following at any time in its sole discretion:

- a) suspend business with the Contractor until such time as the default is rectified. Under these circumstances all payments due under the terms of the Contract will be adjusted accordingly;
- b) perform or retain the services of a third party to perform that portion of the services which constitutes the default. The Contractor shall be responsible for all costs incurred by ICBC associated with performing the services or having the services performed by a third party under this paragraph, and ICBC shall be entitled to set off these costs against any amount due to the Contractor by ICBC;
- c) terminate the Contract upon fifteen (15) days' written notice to the Contractor; or
- d) pursue any other remedies to which ICBC may be entitled at law or in equity.

28. Insolvency

28.1 If the Contractor:

- a) files a voluntary petition in bankruptcy or is adjudged bankrupt;
- b) becomes insolvent or suspends its business;
- c) has a trustee or receiver appointed for all or most of its assets or business;
- d) assigns its assets for the benefit of its creditors other than as required in the ordinary course of business; or
- e) materially changes its ownership or assets,

then ICBC may terminate the Contract, immediately and without liability, by giving written notice to the Contractor.

29. Termination

29.1 In addition to ICBC's rights under section 27 and 28, ICBC may terminate the Contract at any time upon thirty (30) days' written notice to the Contractor with or without cause. In the event of such termination, ICBC will be under no further obligation to the Contractor except to pay to the Contractor the amount that the Contractor may be entitled to receive for services provided under the Contract up to the date of termination.

GENERAL

30. Force Majeure

30.1 "Force Majeure" means: fire, flood, earthquake, or any other natural disaster, riot, war, labour disruption, order of a public authority, act of God, or any other cause of a similar nature beyond the reasonable control of a party.

30.2 If either party is unable to perform any of its obligations under the Contract by reason of Force Majeure, then that party shall be excused from the performance of the affected obligations for the duration of such Force Majeure. If the inability to perform shall continue longer than thirty (30) days, the party not affected by the Force Majeure may terminate the Contract without liability by giving seven (7) days' written notice to the affected party.

30.3 If the Contractor is unable to perform any of the services under the Contract by reason of Force Majeure, ICBC may retain a third party to perform the services affected by the Force Majeure for the duration of the Force Majeure and ICBC will have no liability to the Contractor therefor.

31. Arbitration

31.1 All disputes arising as a result of the Contract that are not successfully resolved between the Contractor and ICBC must, unless the parties otherwise agree, be referred to and finally resolved by reference to an arbitrator appointed pursuant to the provisions of the Commercial Arbitration Act of British Columbia.

32. Notices

32.1 All notices and communications required or permitted under this Contract must be in writing and must be delivered to the other party at the address, facsimile number or electronic mail address set forth in subsection 32.2 respectively or at such other addresses and facsimile numbers as may from time to time be notified in writing by that Party pursuant to this subsection 32.1. Delivery of notices and communications will be deemed to have occurred for the various delivery methods as follows:

- (i) By mail - 72 hours after being deposited in the mails in Canada with first class postage prepaid;
- (ii) By personal delivery - when delivered;
- (iii) By courier - on the next business day following the date of such delivery;
- (iv) By facsimile - on the next business day following the date of transmittal and acknowledgement of receipt by the recipient's fax machine; and
- (v) By electronic transmission - on the next business day following the date of transmittal and acknowledgement of receipt by the recipient.

33. Publicity and Media Relations

33.1 Neither the Contractor nor its subcontractors will make any public announcement or give a press release or media interviews relating to the terms and conditions of the Contract or the services provided hereunder.

33.2 Neither the Contractor nor its subcontractors will make any reference to ICBC or the services provided under the Contract or use any of ICBC's logos or official marks in any advertising or promotional materials. The Contractor will not place any signs on ICBC property advertising the Contractor's business, without the prior written consent of ICBC.

INTERPRETATION

34. Gender and Number

34.1 In the Contract, unless expressly provided or the context otherwise requires, words importing the masculine gender include the feminine and neuter gender and vice versa, and words in the singular include the plural and vice versa.

35. Jurisdiction

35.1 The Contract shall be governed by and construed in accordance with the laws of British Columbia. The Contractor shall attorn to the jurisdiction of the courts of British Columbia.

36. Modification

36.1 No change or modification of the Contract shall be valid unless it is in writing and signed by each party.

37. Severability

37.1 If any provision of the Contract is held to be unenforceable, ineffective, or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining provisions.

38. Waiver

38.1 Any waiver of any term of the Contract is effective only if it is in writing and signed by ICBC. The failure of ICBC to exercise or enforce any right conferred upon it under the Contract shall not be deemed to constitute a waiver of any such right or to operate to bar the exercise or enforcement of that right at any time thereafter.

39. Terms Binding

39.1 The terms of the Contract are binding on ICBC and the Contractor and their respective successors and permitted assigns.

40. Time

40.1 All references to time, except time of payment, are of the essence in the Contract.

41. Headings

41.1 Headings in the Contract are for ease of reference only and do not form part of the Contract, nor are they to be used for its interpretation.

42. Entire Contract

42.1 If there is any inconsistency between the terms of any schedule or appendix and the body of this Contract, the terms of the body of this Contract will govern. The parties agree that there are no collateral contracts or Contracts between them with respect to the subject matter of this Contract, that neither of them has made any representations, including but not limited to negligent misrepresentations, to the other except such representations as are specifically set forth in this Contract, and that any statements or representations that may previously have been made by either of them to other have not been relied on in connection with the execution of this Contract and are of no effect.

43. Execution

43.1 This Contract may be executed in counterparts and may be delivered by facsimile transmission or scanned and delivered by electronic transmission in accordance with section 32, and each counterpart when so executed, delivered and received will be deemed an original, and all such counterparts will together constitute one and the same document.

SCHEDULE 1– GENERAL INFORMATION REQUIRED

Please complete this schedule in its entirety and return with your bid submission.

1. Minimum Requirements

Bids that fail to meet the following minimum requirements are given no further consideration.

Minimum Requirements		
Please check the Yes or No column for the following:	Yes	No
The Bidder(s) <u>must</u> have demonstrated the ability to provide plates as per specifications in Appendix A and B.		
The Bidder(s) <u>must</u> have fixed pricing for the first 3 years of the contract.		
The Bidder(s) <u>must</u> have at least 3 years of experience manufacturing plates for state, county, provincial or other government jurisdiction.		
The Bidder(s) <u>must</u> provide all pricing in Canadian dollars and pay all costs associated with shipping FOB ICBC's location.		

2. Environmental

Bidders are requested to detail how they can assist ICBC in its commitments to the environment. Please detail your environmental practices in the following areas where applicable:

- 4.1 Manufacture/Production Practices
- 4.2 Distribution Practices (inbound and outbound)
- 4.3 Minimize Toxic Chemicals
- 4.4 Waste Management (please see below for types of waste)

- Recyclable
- Biodegradable
- Non-Recyclables
- Hazardous

3. Reference Checks

Bidders should demonstrate their ability and experience in providing the services detailed in this RFQ by including a customer list containing the key contact name, telephone number, and length of service for three references.

Please provide references from three clients for whom you have experience producing plates for state, county, provincial or other government jurisdictions with similar volumes to ICBC's.

Company Name and Location:	
Contact, title, phone, email:	
Brief summary of products and/or services provided and length of association including annual volumes and defect rates for plates produced:	

Company Name and Location:	
Contact, title, phone, email:	
Brief summary of products and/or services provided and length of association including annual volumes and defect rates for plates produced:	

Company Name and Location:	
Contact, title, phone, email:	
Brief summary of products and/or services provided and length of association including annual volumes and defect rates for plates produced:	

May ICBC contact your References?	Yes/No
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4. Business Continuity Plan

Please outline your business continuity plan to deliver finished plates to ensure uninterrupted supply of these plates. Bidders should demonstrate their capacity to respond to variations to workload such as equipment failures, scheduled plant maintenance and holidays. Indicate if you have a backup plan should your manufacturing facility be out of commission.

Please describe any history of major interruptions at your manufacturing facility and how production was handled during that time.

5. Quality

Please identify your defect rate during production of similar finished plates as the licence plates in this RFQ. Outline your quality control process to maintain plate quality and identify defective or faulty product (include test scenarios and parameters).

The bidder is expected to detail in its response the quality control processes in place to ensure the manufactured product is free of defects. The following would be considered defects:

- Poorly leveled clearcoat, numeral or screened copy,
- Crack or pinholes in paint, reflectorized film or aluminium plate

- Significant warpage,
- Poor quality lettering or numbering,
- Inconsistent embossing or non-uniform sizing,
- Inconsistent alignment of lettering
- Sharp edges.

6. Security of Material

Bidders should describe

- a) Security measures in place to keep the manufactured vehicle licence plates secure and in a safe environment. Please include:
 - Security measures in place on your premises (alarm, security guard, etc.)
 - Where and how secure storage of all sheeting material and finished plates are processed and stored within your facility;
- b) Please detail your secure process for all faulty, misprinted, duplicate, damaged or otherwise defective plates.

Please detail your ability to allow ICBC or any person, with the written authority of ICBC, to have access to the contractor's facility and inspect the plates production and observe the security arrangement for the plates and materials.

7. Services

Provide customer service hours and days available with time zone Describe if there is an emergency contact outside your regular customer service hours and when that contact is available.

The successful bidder is expected to provide the following services. Please detail your ability to provide these services including any assumptions or associated fees:

- a) Prior to production, provide professional design and artwork samples for each plate type and size proposed in this RFQ at no additional cost to ICBC.
- b) If there is a change in ICBC's specifications, provide proposed artwork and designs for plates and once approved by ICBC provide two samples for all plate types shown in Appendix C.
- c) maintain on-site at the Contractor's facility at all times, sufficient quantity of materials and supplies to produce 20,000 plates and provide proof satisfactory to ICBC of such supply within two (2) working days of ICBC's request for such proof. These plates will be used to fill rush or emergency orders.
- d) Notify ICBC of any defective plates produced immediately, and to provide ICBC with a written list of all faulty, missing, misprinted, duplicated, damaged plates or plates that have been reproduced. This

list should identify in sequential order the serial numbers of the affected plates.

- e) Produce the same quantity of plates in sequential order to replace any faulty, missing, misprinted or damaged plates as soon as the incident occurs.
- f) Ability to inventory finished plates on an ongoing basis for ICBC at the bidder's location and for what maximum quantity.

8. Warranties

ICBC would like a 5 year warranty on licence plates. Please indicate if you can meet this warranty with any associated conditions. If not, clearly detail your warranty coverage with all conditions and limitations associated with the coverage. Please specify warranties between all parties involved in the supply and production of finished plates. Specify the following in your response:

- Warranty period;
- Performance guarantees; and,
- Service levels,
- Value added warranty coverage offered

Any costs associated with extended warranty and service level options should be detailed in Schedule 2 Cost Information.

9. Company Profile

Legal Company Name:			
Doing Business As (DBA):			
Please provide a current company registration certificate			
Years in Business (under current company name):		# of Employees:	
# of Locations:		Parent Company:	
Core Products/Services:			
Quality Certification:			
Other Certifications:			

Head Office Location(s)			
Company Name:			
Street Address:		City:	
Province/State:		Postal Code/Zip:	
Country:		Web Address:	
Phone:			
Manufacturing Facilities for Plate production			
Company Name:			
Street Address:		City:	
Province/State:		Postal Code/Zip:	
Country:		Web Address:	
Any Subcontractors used in Manufacturing Plates			
Company Name:			
Street Address:		City:	

Province/State:		Postal Code/Zip:	
Country:		Web Address:	

Principal Contacts and Senior Professionals

Sales Contact(s)	<Name and Title>
Address: Phone: Email:	
President/CEO	<Name and Title>
Address: Phone: Email:	
General Manager	<Name and Title>
Address: Phone: Email:	

Authorized Representative(s) for this EOI

Name:	
Title:	
Signature:	
Date:	

List your Top 3 Customers of vehicle licence plates.

Company Name and Location	Contact/Phone	Annual Sales	% of Total Sales

List your Top 3 Competitors for licence plates:

1.	
2.	
3.	

10. Company Financial Information

Please provide a history of your company's financial situation by completing the following tables and provide a current audited financial statement or annual report. These financials must be for the legal entity that ICBC will contract with (eg. a Canadian subsidiary from an international corporation cannot provide financials from the parent company), unless there is a parental guarantee provided.

Note: insert previous 3 years in table

	20--	20--	20--
Total Assets (current assets plus long term assets)			
Current Assets			
Total Liabilities (current liabilities plus long term liabilities)			
Current Liability			

Working Capital			
Net Sales			
Net Income			
Has your company ever filed for bankruptcy? (indicate year if "Yes")			
Has your company been involved in litigation? (explain if "Yes")			

In its financial assessment ICBC may use other publicly available information. If a bidder has not generated audited statements, that bidder should provide ICBC with financial information that allows ICBC to determine that the bidder is financially capable of performing its obligations under the Contract.

Bidders may be disqualified if financial information is not provided.

11. Value Added Services

ICBC would like to understand your ability to drop ship plates. Please identify your capabilities to drop ship smaller quantities directly to a broker's site within British Columbia. Identify if drop shipping smaller quantities has been done with other customers and detail the process. Please outline any administrative costs, if any, associated with drop shipping small quantities of any plates in this section of Schedule 1. Do not include any drop shipping information in Schedule 2 – Cost Information.

Please detail any other value added services that you can provide to ICBC with a description of any additional equipment and costs that ICBC would incur and/or cost savings that ICBC would enjoy, for using the value added services. ICBC may consider using any additional services that the bidder provides in the future including new technologies in order to fulfill its mandate.

12. Production Process and Capacity

Please detail the printing process used in the manufacturing of plates. Please also specify:

- The lead time required to produce the initial order of licence plates
- The standard daily production capacity for licence plates
- Setup time needed when switching plate types in a production run

13. Server location

Due to privacy related issues, please state where your servers are located which would store information about ICBC plates.

14. Worksafe BC documentation

ICBC may require bidders to have WorkSafeBC/Worker's compensation coverage. For further information on WorkSafeBC coverage requirements, refer to the WorkSafeBC website at: <http://www.worksafebc.com>. Please confirm if you are a member in good standing with WorkSafeBC. Bidders will be required to provide evidence of coverage

upon contract award. Contract award may be contingent upon receiving this documentation within 7 working days of notification.

SCHEDULE 2 - COST INFORMATION

Please provide pricing for vehicle licence plates, FOB Destination and Freight prepaid and not charged, to Burnaby, BC in the costing schedule attached. This location is subject to change. Pricing information must be in Canadian dollars. Please fill in both cost and percentage breakdown sheets. An estimated monthly shipment breakdown sheet is also provided to provide historical information.

If you would like to submit more than one quote based on different reflective sheet manufacturers or alternate processes, please provide this as a separate quote (can be submitted in same courier shipment). All quotes must meet Appendix A, B and C specifications. Bidders must quote on all plates in order to be considered.



Schedule 2 Costing
Information.xlsx

Prompt Payment Options

Please identify if there are any discounts for prompt payment

Schedule 2 - Cost Information REVISED with Extended Cost

Please provide cost and lead time information for your solution in columns I & J. If you have an alternative costing model beyond a 3 year fixed price that is cost beneficial, please provide this costing in column K and add columns as needed. Fixed pricing for years 4 to 6 will be subject to contract negotiations near the end of the first 3 year term.

Note: Order frequency and estimated volumes provided are subject to change during duration of contract term.

	Plate Description	ICBC SKU	Order Frequency	Unit of Measure	Estimated Annual volume (pairs)	Estimated Annual volume (singles)	Size	Cost per plate for 3 years fixed	Extended cost	Standard lead time (in days)	Alternative costing model	Add Years as needed
1	Passenger Plate	RS101	Bi-monthly	Pair	540,000	1080000	Large		\$0.00			
2	Commercial Truck Plate	RS102	Bi-monthly	Pair	175,000	350000	Large		\$0.00			
3	Motorcycle Plate	RS103	Quarterly	Single		40,000	Small		\$0.00			
4	Commercial Trailer Plate	RS004	3 - 4 Orders /Month.	Single		24000	Small		\$0.00			
5	Utility Trailer Plate	RS105	Bi Monthly	Single		84,000	Large		\$0.00			
6	Farm Truck Plate	RS006	Yearly	Pair	4000	8000	Large		\$0.00			
7	Farm Tractor Plate	RS007	Every couple of years.	Pair	100	200	Large		\$0.00			
8	Industrial Plate	RS008	Yearly	Pair	2400	4800	Large		\$0.00			
9	Prorate Plate	RS009	Yearly	Pair	3600	7200	Large		\$0.00			
10	Ham Radio Plate	RS010	Yearly	Pair	175	350	Large		\$0.00			
11	Personalized - Vehicle Plate	RS016	Monthly	Pair	2300	4600	Large		\$0.00			
12	Demonstration Plate	RS017	Yearly	Single		1000	Large		\$0.00			
13	Demonstration - Motorcycle Plate	RS018	Every couple of years.	Single		200	Small		\$0.00			
14	Repairer Plate	RS019	Every couple of years.	Single		400	Large		\$0.00			
15	Transporter Plate	RS020	Yearly	Single		100	Large		\$0.00			
16	Manufacturer Plate	RS021	Every few Years	Single		50	Large		\$0.00			
17	Trailer Floater	RS022	Yearly	Single		300	Large		\$0.00			
18	Special Agreement Plate	RS023	Rarely	Pair	50	100	Large		\$0.00			
19	Restricted Plate	RS124	Yearly	Single		1500	Small		\$0.00			
20	Collector - Passenger Plate	RS049	Yearly	Pair	2500	5000	Large		\$0.00			
21	Collector - Motorcycle Plate	RS050	Yearly	Single		1000	Small		\$0.00			
22	Logging Plate	RS051	Every few Years	Pair	500	1000	Large		\$0.00			
23	Multi-Collector - Passenger Plate	RS052	Every few Years	Single		50	Large		\$0.00			
24	Multi-Collector - Motorcycle Plate	RS053	Every few Years	Single		50	Small		\$0.00			
25	Personalized - Motorcycle Plate	RS056	Yearly	Single		150	Small		\$0.00			
26	Veteran - Passenger Plate	RS057	Yearly	Pair	2000	4000	Large		\$0.00			
27	Veteran - Commercial Plate	RS058	Every few Years	Pair	1000	2000	Large		\$0.00			
28	Veteran - Motorcycle Plate	RS059	Every few Years	Single		1000	Small		\$0.00			
29	Foreign Representative - Diplomatic Level Representative Plate	RS067	Every few Years	Pair	200	400	Large		\$0.00			
30	Foreign Representative - Career Consular Plate	RS068	Every few Years	Pair	200	400	Large		\$0.00			
31	Foreign Representative - Honorary Consular Plate	RS069	Every few Years	Pair	200	400	Large		\$0.00			
32	Foreign Representative - Consular Staff Plate	RS070	Every few Years	Pair	200	400	Large		\$0.00			
33	Foreign Representative - Special Representative Plate	RS071	Every few Years	Pair	200	400	Large		\$0.00			
34	Vintage - Passenger Plate	n/a	Every few Years	Pair	500	1000	Large		\$0.00			
35	Vintage - Motorcycle Plate	n/a	Every few Years	Single		200	Small		\$0.00			
36	Sample Plate	n/a	Every few Years	Single		200	Large		\$0.00			
Total Cost:									\$0.00			

Small Plates: 126mm x 201mm + or - 2mm (6"x12" + or - 0.079")
 Large Plates: 152mm x 304mm + or - 2mm (5"x8" + or - 0.079")

Please indicate any setup costs for personalized plates:

Should ICBC require 3rd party testing that the bidder is to absorb, please estimate cost here:

SCHEDULE 3 - RESPONSE NOTIFICATION FORM

Please fill in the attached form, sign it, scan it and email it to warren.kim@icbc.com by July 11, 2013



Schedule 3 -
Response Notificator

Schedule 3 – Response Notification Form

RFQ Title: **Vehicle Licence Plates**

RFQ Number: **2013-056**

Interested parties should return this Response Notification Form as an indication of their interest to respond. Please sign, scan and return this form by July 11, 2013 to:

Attention: Warren Kim
Insurance Corporation of British Columbia
Strategic Sourcing, Supply Management
Suite 300 – 132 West Esplanade
North Vancouver, BC V7M 1A2
Email: warren.kim@icbc.com

Company Name: _____

Street Address: _____

City/Province: _____ Postal Code: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Contact Person: _____

E-Mail: _____

- We will be responding to this RFQ.
- We confirm we have a current and valid signed MNDA on file with ICBC dated: _____ **or**
- Attached is a signed Mutual Non-Disclosure Agreement (Schedule 4)

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

Further information about this RFQ will be posted on the BC Bid website (www.bcbid.ca). Bidders are solely responsible for ensuring that they have all the information available on this RFQ, and should therefore check the BC Bid website regularly.

SCHEDULE 4 – MUTUAL NON-DISCLOSURE FORM

Please fill in the first section of attached form (in grey areas), sign it, scan it and email it back to warren.kim@icbc.com by July 11, 2013.



MNDA Nov2012.docx

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "**Agreement**") is made effective as of INSERT MONTH, DAY, YEAR (the "Effective Date"), between the Insurance Corporation of British Columbia with offices at 151 West Esplanade North Vancouver, British Columbia, V7M 3H9 ("**ICBC**") and INSERT FULL LEGAL NAME OF SUPPLIER with offices at INSERT FULL BUSINESS ADDRESS OF SUPPLIER ("**Supplier**").

WHEREAS:

- A. Supplier and ICBC have developed, own, possess or have custody of certain information which each of them considers confidential and proprietary information.
- B. Each party wishes to disclose to the other party certain of its confidential and proprietary information for the purpose of facilitating discussions and evaluating a potential business arrangement (the "**Purpose**") on the terms and conditions set out in this Agreement.

In consideration of the premises and mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1 In this Agreement, "**Confidential Information**" means any information that, in connection with the Purpose, is disclosed by a party ("**Disclosing Party**") to the other party ("**Recipient**"), or by a third party to the Recipient, or that otherwise comes to the Recipient's knowledge, which information the Recipient should reasonably determine is, by its nature, confidential to the other party. Confidential Information includes without limitation any proprietary, financial, customer, technology or business information, and all documents prepared by the Recipient or anyone on Recipient's behalf incorporating in whole or in part any of the Confidential Information, and all information that the Recipient or anyone on Recipient's behalf derives from any of the Confidential Information. Confidential Information may be either the property of the Disclosing Party or of a third party entrusting such Confidential Information to the Disclosing Party.
2. The Recipient acknowledges the economic value to the Disclosing Party of the Confidential Information. For all Confidential Information, the Recipient will:
 - (a) not use the Confidential Information for any purpose other than the Purpose and promptly stop use of the Confidential Information once either discussions for the Purpose have ceased, the Disclosing Party provides notice to the Recipient to cease use of the Confidential Information or this Agreement terminates, whichever is sooner;
 - (b) restrict disclosure of the Confidential Information solely to its employees, contractors and consultants with a "need to know" who have entered into confidentiality arrangements at least as stringent as the terms herein and not disclose it to any other person or entity without the prior written consent of the Disclosing Party;
 - (c) advise its employees, contractors and consultants who gain access to Confidential Information of their obligations regarding the Confidential Information;
 - (d) make only the number of copies of the Confidential Information necessary to disseminate the information to its employees, contractors and consultants who are entitled to have access to it, and ensure that all confidentiality, attribution and use

restriction notices set forth on the Confidential Information are reproduced in full on such copies; and

- (e) safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as Recipient uses to protect its own confidential and private information but with no less than a reasonable standard of care.

For the purposes of this Agreement only, a “need to know” means that the employee, contractor or consultant requires the Confidential Information in order to perform his or her responsibilities in connection with the Purpose.

3. The obligations of section 2 do not apply to any information that the Recipient can demonstrate:
 - (a) is or becomes available to the public through no breach of this Agreement;
 - (b) was previously known by the Recipient lawfully without any obligation to hold it in confidence;
 - (c) is received from a third party free to disclose such information without restriction;
 - (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party;
 - (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
 - (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
 - (g) is disclosed in response to a valid order, subpoena, or other legally enforceable demand of a court, governmental, regulatory or administrative body of Canada, or any of its political subdivisions, with jurisdiction over either party, but only to the extent of and for the purposes of such order; provided, however, that the Recipient will first notify the Disclosing Party of the order and permit the Disclosing Party to seek an appropriate protective order.
4. Where the Recipient is ICBC, ICBC will cause all Supplier Confidential Information to be destroyed by a bonded, confidential destruction service apart from one copy of Supplier's Confidential Information, which ICBC will retain for a period of at least three (3) years prior to destruction. Notwithstanding subsection 2(a) of this Agreement, Supplier agrees that ICBC may use the retained Confidential Information for any matter related to the Purpose, including but not limited to review of any related procurement process.
5. Where the Recipient is the Supplier:
 - (a) upon termination of this Agreement or within ten (10) business days of a written request by ICBC, whichever is sooner, Supplier will cause the ICBC Confidential Information to be destroyed by a bonded, confidential destruction service and certify in writing to ICBC that it has done so;
 - (b) the sole exception to the obligation under subsection 5(a) is that the Supplier may retain one copy of the Supplier's response to an ICBC procurement request such as but not limited to a request for an expression of interest, request for information, request for a proposal and a request for a quote, for the Supplier's internal archival purposes only;

- (c) Supplier understands and agrees that any Supplier response to an ICBC procurement request will be the property of ICBC and that ICBC will protect Supplier Confidential Information in such response in accordance with the terms of this Agreement; and
 - (d) notwithstanding subsection 2(a), ICBC may use some information submitted by Supplier in its response to an ICBC procurement request to form or refine requirements for the project which is the subject matter of the procurement request provided that ICBC maintains the confidentiality of Supplier Confidential Information.
6. The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and the Disclosing Party will be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
 7. Nothing contained in this Agreement or in any discussions undertaken or disclosure regarding the Purpose will (a) be deemed a commitment to engage in any business relationship, contract or future dealing with the other party, or (b) limit either party's right to conduct similar discussions or perform similar work, so long as such discussions or work do not violate this Agreement.
 8. The Disclosing Party warrants that it has the right to disclose all of the Disclosing Party's Confidential Information provided under this Agreement. No warranties of any kind are given for the Confidential Information disclosed under this Agreement and the Recipient acknowledges and agrees that its Confidential Information is disclosed "AS IS".
 9. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement.
 10. The parties acknowledge and agree that employees, contractors and consultants of the Recipient who have lawfully received or have been exposed to the Disclosing Party's Confidential Information may further develop their general knowledge, skills and experience including general ideas, concepts, know-how and techniques (collectively, "**Residuals**"), which may be based in whole or in part on the Disclosing Party's Confidential Information. Notwithstanding, anything to the contrary in this Agreement, the subsequent use of Residuals by the employees, contractors and consultants of the Recipient, as retained in their unaided memories, will not constitute a breach of this Agreement. The receipt of or exposure to the Disclosing Party's Confidential Information under this Agreement will not in any way limit or restrict the work assignments of any of the Recipient's employees, contractors or consultants.
 11. This Agreement will be effective as of the date first written above and will extend to any Confidential Information disclosed on or after that date notwithstanding the date of signature. This Agreement will continue for a period of five (5) years from the Effective Date and will extend to any Confidential Information disclosed on or after the Effective Date notwithstanding the date of signatures below. Notwithstanding the foregoing, sections 2, 3 and 10 will survive any termination of this Agreement.
 12. This Agreement will be binding upon the parties and their respective successors and assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. Any assignment in violation of this section will be void.
 13. If any provision of this Agreement will be held invalid or unenforceable, such provision will be deemed deleted from this Agreement and replaced by a valid and enforceable provision

which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement will continue in full force and effect.

14. This Agreement is in addition to and supplements any other confidentiality or non-disclosure terms in written agreement(s) between the parties (collectively the "**Other Confidentiality Terms**"). In the event of any inconsistency or conflict between any Other Confidentiality Terms and this Agreement, the provisions of this Agreement, as the case may be, will govern regarding the Purpose, and the Other Confidentiality Terms will govern regarding their subject matter.
15. This Agreement represents the entire understanding between the parties regarding to the subject matter hereof and supersedes all prior communications, agreements and understandings. The provisions of this Agreement may not be modified, amended or waived, except by written instrument duly executed by both parties. This Agreement will be governed in all respects by the laws of Canada and the Province of British Columbia and the parties attorn to the exclusive jurisdiction of the courts of British Columbia in all matters related hereto.
16. This Agreement may be executed and delivered in one or more counterparts, which may be executed and delivered by facsimile transmission or scanned and delivered by electronic mail transmission, and each counterpart when so executed and delivered will be deemed an original, and all such counterparts will together constitute one and the same document.

IN WITNESS WHEREOF the parties have signed on the date set out below.

INSURANCE CORPORATION OF
BRITISH COLUMBIA
per:

INSERT FULL LEGAL NAME OF SUPPLIER
per:

Authorized Signatory

Authorized Signatory

Printed Name

INSERT NAME
Printed Name

Title

INSERT TITLE
Title

Date

ENTER DATE
Date

SCHEDULE 5 – GENERAL TERMS AND CONDITIONS COMPLIANCE CHECKLIST

Coordinate this checklist with the list of GTC's in Appendix D and mark "Yes" Or "No" under the Comply column. Please include this schedule with your response.

GTC Clauses	Comply	Comments
1. Definitions		
2. Invoicing – Goods		
3. Invoicing – Services		
4. Late Payment Terms		
5. Code of Ethics		
6. Compliance – Laws and Permits		
7. Hazardous Materials		
8. Environmental Laws		
9. Workplace Safety		
10. Indemnity		
11. Intellectual Property		
12. Copyright and Confidentiality		
13. Protection of Personal Information		
14. Assignment		
15. Subcontracting		
16. Minimum Volumes		
17. Insurance		
18. Relationship of Parties		
19. Conduct of Employees		
20. Worksafe BC (or equivalent)		
21. Inspection and Acceptance		
22. Price Revision		
23. Packaging/Skids and Pallets		
24. Product Discontinuance	N/A	
25. Product Manufacturing Documentation		
26. Delivery Terms		
27. Default		
28. Insolvency		
29. Termination		
30. Force Majeure		
31. Arbitration		
32. Notices		
33. Publicity and Media Relations		
34. Gender and Number		
35. Jurisdiction		
36. Modification		
37. Severability		
38. Waiver		
39. Terms Binding		

40. Time		
41. Headings		
42. Entire Contract		
43. Execution		

I have read, understood, and hereby accept ICBC's General Terms and Conditions except where stated.

Signature authorized signatory

Date

Print Name/Title



RFQ 2013-056
Vehicle Licence Plates

AMENDMENT #2 – Corrections and additions to specifications

July 9, 2013

1. Re: Appendix B, section (a) Reflective Sheeting

First bullet point reads:

- Colour – White, ICBC is currently using 3770 (3M product) but an equivalent colour can be quoted.

Should now read:

- Colour – White, ICBC is currently using 4770 (3M product) but an equivalent colour can be quoted.
- 3M DLP Reflective Licence Sheeting Series 9250 is currently used but an equivalent can be quoted.

2. Re: Appendix D, Packaging requirement

Last sentence of first bullet point reads:

Each plate is to be placed in a see through bag open at one end.

Should now read:

Each plate is to be shrink-wrapped with a clear material and a tear strip.

Last sentence of second bullet point reads:

Each pair of plates should be bagged together in a see through protective sleeve, open at one end, in such a manner to best protect the plates.

Should now read:

Each pair of plates should be shrink-wrapped together with a clear material and tear strip, in such a manner to best protect the plates.



building trust. driving confidence.

Regards,
Insurance Corporation of British Columbia

.....
Warren Kim

Strategic Sourcing Analyst
Supply Management

ICBC building trust. driving confidence.

.....
direct: (604) 982-6288
email: warren.kim@icbc.com



RFQ 2013-056
Vehicle Licence Plates

QUESTIONS AND ANSWERS #1

July 9, 2013

Re: Appendix D, Packaging & Shipping Requirements

Q1	What size boxes should we quote?
A1	ICBC currently uses: <ul style="list-style-type: none">• Plates that are packaged in boxes of 25 pair have a box size (approx.) of 12 ¼ inches L by 6 ¾ inches H by 4 inches W.• Plates that are packaged in boxes of 50 each have a box size (approx.) of 12 ¼ inches L by 6 ¾ inches H by 5 ¾ inches W.• All smaller size plates such as m/c, utility, restricted, m/c collector and m/c demo, are packaged in boxes of 25 each. The box size is (approx.) 8 ¼ inches L by 5 ½ H inches by 3 ¼ inches W.

Re: Appendix A & C, embossing

Q2	Are all the plates embossed?
A2	Yes, all the alphanumeric characters are embossed on all plates but not the artwork. Embossing is referred to in the colour table in Appendix A, section (e) which specifies embossed alphanumeric characters. Note that although white is not listed on the table for the alphanumeric characters on the Foreign Representative plates (red plates), these are also embossed.

Re: Section 3, RFQ process issues

Q3	On the cover page, July 17 is the last day to submit enquiries. The July 17 th deadline for submitting questions is very close to the time that vendors would need to submit their RFQ responses (July 24), and may not allow time to make any necessary alterations to a bid response. Can the deadline for submitting questions be pulled up to July 10?
A3	The July 17 deadline for submitting responses is for all questions including questions to previous responses. ICBC will answer any questions submitted by July 17 as quickly as possible and if ICBC feels that an extension is needed based on our response to a question and when the response was issued, we will extend the closing date by an adequate number of days. ICBC would encourage all potential bidders to submit questions prior to July 17.



Q4	In section 3.3 under Pricing and Delivery of Products, it is indicated that ICBC may award to multiple bidders. Can you please confirm if ICBC will do this?
A4	Although it is most likely that ICBC would award to a single vendor, we need to leave this option available should awarding to multiple vendors be more beneficial based on the responses.
Q5	In section 3.3 under Pricing and Delivery of Products, ICBC wants fixed pricing for the first 3 years of the contract. Can bidders propose an aluminum adjustment model instead of fixed pricing relative to base metal prices with quarterly pricing adjustments allowed?
A5	ICBC would like 3 year fixed pricing for quotation purposes in order to compare apples to apples. At the bottom of the cost schedule under the Cost Breakdown sheet, it asks for the risk factor as a percentage added to your quote. Please put down the risk percentage in this section that is being added. ICBC may negotiate an alternate costing model to take into account metal fluctuation with the selected bidder during the contracting phase.
Q6	Section 3.5: Evaluation of Quotations indicates that 60% of the evaluation will be based on price with the remaining weighting being on "other areas of concern". Please provide more information as to the weighting for the "other areas of concern". If there is a standard scoring/evaluation sheet used, could this be provided?
A6	ICBC does not provide scoring sheets. As stated in section 3.5, the remaining weighting will be primarily from Schedule 1. However if there are any other areas of concern that we see, ICBC will assess as needed. For instance, if all General Terms and Conditions were rejected in Schedule 5, this would be an area of concern.
Q7	Section 3.4: Acceptance and Rejection of Quotations indicates that " ICBC reserves the right to modify this RFQ at any time before the closing and any modifications will be posted on BC Bid or provided to bidders who have submitted a Response Notification form (Schedule 3). " This means that a change could potentially be made after a vendor has submitted their bid to arrive before the closing. We respectfully request that should ICBC make such modifications so close to closing, that they provide vendors additional adequate time to respond.
A7	Should a modification be made to the RFQ in proximity to the closing date, ICBC will extend the closing date as needed. Bidders who have already sent in a bid may send updates or changes to their current bid by the closing date as per section 3.1.
Q8	Section 3.5: Pricing and Delivery of Products indicates that " ICBC reserves the right to negotiate any aspects of the quotation with the lead bidder(s) or any shortlisted bidders.... ". At what stage in the process would this happen?
A8	Negotiation will occur after a bidder(s) has been selected. ICBC will ascertain whether there is sufficient alignment on business terms and conditions to allow for a contract to be successfully negotiated.



Re: Schedule 2, Cost Schedule

Q9	Schedule 2 – Cost Information does not provide a column for the extension pricing, i.e. unit pricing multiplied by volume. Could ICBC please include this column to determine the true total bid price as is customarily presented in a cost response?
A9	Please add an extension column to the right of column I to Schedule 2 as required. ICBC will be compiling our own cost analysis sheets. Note that column I is pricing per plate as single quantities in column G. All pairs have been multiplied by 2 in column G.
Q10	In Schedule 2, some of the plate categories are a bit ambiguous as to whether or not they would be included in total annual cost calculations as the order frequency is indicated as “Every couple of years”. Are these plates to be quoted?
A10	Please quote each plate based on the quantity provided in column G regardless of whether we order every couple of years. As stated in the sheet, the quantities may vary and are only based on historical ordering patterns.
Q11	Schedule 2 – Cost Information does not provide for any pricing categories (line items) for promotional plate types such as those produced for the 2010 Winter Olympics. Is this something ICBC would like to have included as part of the Pricing in Schedule 2?
A11	We state in that section that we may introduce promotional plates during the term of the contract. ICBC has not designed promotional plates at this point so we have not asked for pricing as this would be negotiated once we had a promotional plate design. However in the bottom of the costing schedule, we have asked for any setup costs, if any, for promotional plates. Please also put in any other factors that might affect the cost of the promotional plates in this section of Schedule 2.

Regards,
Insurance Corporation of British Columbia

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RFQ 2013-056
Vehicle Licence Plates

QUESTIONS AND ANSWERS #2

July 12, 2013

Re: Appendix A&C, printing process

Q1	Are all ICBC plates 100% digitally printed, then embossed, and then roller coated? In the colour table on page 11 there is mention of 2 colours being screen printed.
A1	Currently, some are made using sheeting pre-printed by the sheeting vendor with the BC flag, this sheeting is then applicated to aluminium, cut into license plate shaped blanks (blanked) which are embossed, then roll coated. This preprinted long run sheeting is for the high volume plates. The remainder of the plates have the graphic digitally printed, then it is applicated to aluminum, blanked, embossed and roll coated, same as for the pre-printed sheeting. See revised Appendix C attachment with an additional screen print column to indicate the sheeting for each plate type.

Re: Appendix A&C, number of alphanumeric characters

Q2	On page 10 of Appendix A it states that each plate must allow for 8 characters inclusive of the flag logo. The plate types in Appendix C show 7. Is 8 a misprint?
A2	No, the Plate Size and Design section on page 10 indicates that ICBC currently uses 7 but may require 8 at a future date. This section also indicates that the current plates should be quoted which use 7 as seen in Appendix C.

Re: Appendix C, number of font types

Q3	How many different font types does ICBC have for plates?
A3	Currently ICBC uses 3 different font types: one for all the large plates, one for motorcycle, and one for all the other small plates. This is subject to change in the future.



Re: Schedule 2, Cost Schedule

Q4	Schedule 2 – Can you provide an updated costing sheet with an extension column to the right of the per unit price column so that all bidders submit the same sheet.
A4	<p>Yes, please see revised Cost Schedule 2 attached with this Q&A. Please use this workbook for costing and quote on all quantities and plates listed. Please be sure to complete the “Cost breakdown %” sheet as well.</p>  <p>Schedule2 - Cost info (revised 071213) ext</p>
Q5	The frequency of shipments in Schedule 2 indicate bi-monthly for some plates. Can you confirm that this is one shipment every 2 months and that you don’t require weekly shipments, for instance, during that time period?
A5	This is one shipment every 2 months. So for plates ordered yearly, this is also one shipment per year.

Regards,
Insurance Corporation of British Columbia

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