



**CITY OF CRANBROOK**

**Request for Proposals**

**Supply & Delivery of Residential Curbside Collection Carts**

**RFP NO.: CRA2024-R-003**

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**Issue Date:**

**Thursday, January 11<sup>th</sup>, 2024**

**Closing Time:**

**Monday, January 29<sup>th</sup>, 2024  
by 2:00 PM Mountain Standard Time**

**Closing Location:**

**Attention: Katelyn Pocha, Project Manager  
City of Cranbrook  
Public Works  
201 Cobham Avenue  
Cranbrook, BC V1C 4G4**

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## **1. REQUEST FOR PROPOSALS AND SUBMISSION INSTRUCTIONS**

### **1.1 Request for Proposals**

The Corporation of the City of Cranbrook is requesting competitive proposals from experienced and qualified contractors for:

- The supply, assembly and delivery (including all skilled labour, tools, materials, equipment, etc) of residential curbside automated collection carts. This includes delivery to residential households;
- **Optional:** Assist the City to produce, and supply, an information package that will be included in the cart deliveries.
- **Optional:** Supply and delivery of commercial outdoor garbage bins to replace the existing outdoor garbage bins at City parks.

Proposals must be irrevocable and open for acceptance by the City for a period of 90 days after the Proposal Closing Time even if another Proposal is accepted by the City.

The City of Cranbrook reserves the rights to accept or reject any or all proposals and to waive any informality in the proposals received, in each case without giving any notice. The City of Cranbrook reserves the right to accept the proposal which it deems most advantageous.

This RFP is not an agreement to purchase goods or services. The City is not bound to enter into a Contract with any proponent. Notice in writing to a proponent that it has been identified as a successful proponent will not constitute a contract. Only if a proponent and the City enter into a subsequent, full written contract will a proponent acquire any legal or equitable rights or privileges relative to the goods or services.

Any Contract with the selected proponent will be in accordance with the Terms and Conditions of the City of Cranbrook Agreement for Professional Consulting Services.

Request for Proposal documents are available on-line at BC Bid at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca).

### **1.2 Definitions**

Throughout this Request for Proposals, the following definitions apply:

- a) “Addenda” means all additional information regarding this RFP including amendments to the RFP;
- b) “Agreement” has the meaning set forth in Section 1.1
- c) “BC Bid” means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);
- d) “Business Day” means a standard day for conducting business in British Columbia, Excluding government holidays and weekends;
- e) “City” means the Corporation of the City of Cranbrook;
- f) “Closing Location” includes the location indicated on the cover page of this RFP or BC Bid, as applicable;



- g) “Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;
- h) “Consultant” means the successful proponent selected from this RFP who enters into a contract with the City;
- i) “Contract” means the written agreement or Purchase Order resulting from the RFP executed by the City and the successful proponent;
- j) “Must”, “mandatory”, or “required” means a requirement that must be met in order for a proposal to receive consideration;
- k) “Proponent” means a person or entity with the legal capacity to contract, that submits, or intends to submit, a proposal in response to this RFP;
- l) “Proposal” means a written response to the RFP that is submitted by a Proponent;
- m) “Request for Proposals” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the City by Addenda;
- n) “Should”, “may” or “weighted” means a requirement having a significant degree of importance to the objectives of the RFP.

### 1.3 Delivery of Proposals

Proposals **MUST** be in English and **MUST** be submitted using one of the submission methods below:

**BC Bid Electronic Submission:** Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with BC Bid and e-bidding key requirements (found at [www.bcbid.ca](http://www.bcbid.ca)). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal. Use of an e-bidding key is effective as signature.

**Hard Copy Submission:** Proponents may submit two (2) hard-copies of their proposal as outlined in Section 1.4 of this RFP. Hard copy submissions must include a USB drive with a copy of the proposal.

Email and facsimile submissions will not be accepted.

All proposal submissions **MUST** include a completed and signed *Summary Form of Proposal* plus the information required as described in Section 1.5 of this RFP.

Proposals received after the Closing Time will not be accepted. There will be no public opening for this RFP.

### 1.4 Submission of Proposals

Proposals **MUST** be submitted before the Closing Time to the Closing Location using one of the submission methods set out in Section 1.3 of this RFP. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the City receives a complete proposal, including all attachments or enclosures, before the Closing Time. For BC Bid electronic submissions, the following applies:

- i. File uploads are limited to 500 MB per file. There are an unlimited number of attachments;
- ii. Proponents submitting by electronic submission are solely responsible for ensuring that any attachments are not corrupted. The City may reject proposals that are compressed, cannot be opened or that contain viruses, malware or corrupted attachments.
- iii. The closing time on BC Bid is shown in Pacific Time (PT). The City's Closing Time in this RFP is in Mountain Time (MT). Proponents must ensure their submission is uploaded and completed prior to the Closing Time.

Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact the BC Bid Helpdesk at 1-800-663-7867 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before the Closing Time.

The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and BC Bid.

Hard copy submissions **MUST** be received in a sealed envelope at the Closing Location by registered mail, courier, or hand delivery before the Closing Time.

### 1.5 Proposal Submission Format and Checklist

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full and fair consideration. All pages should be consecutively numbered. To achieve consistency between submissions, the City requests that proposals do not exceed a maximum of 30 pages (excluding appendices).

- Title Page, showing Proponent's name, contact person and title, address and contact information;
- Completed Summary Form of Proposal (**signature required**);
- Qualifications and Experience
- Project Knowledge and Understanding
- Approach and Methodology
- Fee for Services

### 1.6 Contact

Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person:

Katelyn Pocha, Project Manager  
Phone: (250) 489-0217  
Email: [katelyn.pocha@cranbrook.ca](mailto:katelyn.pocha@cranbrook.ca)

All questions relating to this RFP must be received by the City Contact no later than 4:00pm local time on Thursday, January 18<sup>th</sup>, 2024. Questions received after this time may not be answered. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid and on the City website.

## 1.7 Proponents' Meeting

A proponents' meeting will not be held.

## 2. PROJECT OBJECTIVES AND SCOPE OF WORK

### 2.1 Background

The City provides weekly residential curbside garbage collection and bi-weekly recycling collection to City residents. The City is transitioning from a manual garbage collection program to a fully automated cart-based collection system. The City's recycling collection program is performed by a third-party contractor and is a fully automated cart-based collection system.

The City has approximately 58 garbage tubes (Figure 1) located in City parks. The City is looking for alternative options for garbage receptacles in parks that do not require extensive labour to empty.

Garbage collection services are provided to approximately 6,400 dwelling units which includes single family households, secondary suites, and townhomes.

The City is requesting proposals from qualified and experienced Proponents to:

- Supply, assemble and deliver residential garbage carts to approximately 6,400 dwelling units.
- supply and deliver additional residential garbage carts to the Public Works Yard for disbursement by City staff for new occupancies, repairs, and replacement.
- **Optional:** Assist the City to produce, and supply, an information package that will be included in the cart deliveries.
- **Optional:** supply and deliver an alternative garbage bin for City parks.

### 2.2 Project Description

The City is seeking a Contractor to

- Supply, assemble and deliver residential garbage carts to approximately 6,400 dwelling units. These wheeled carts may be a combination of the following approximate sizes: 240 litre / 64 US gallons and 120 litre / 32 US gallons.



Figure 1 - Existing City Park Garbage Tube

- supply and deliver additional residential garbage carts to the Public Works Yard for disbursement by City staff for new occupancies, repairs, and replacement.
- **Optional:** Assist the City to produce, and supply, an information package that will be included in the cart deliveries.
- **Optional:** supply and deliver an alternative garbage bin for City parks.

## 2.3 Information Provided by the City

The following documents are attached as a part of this RFP:

- Appendix 1 – Map of Service Area
- Appendix 2 – Sample Information Package
- Appendix 3 – Sample Agreement

The following is a list of resource material that will be provided to the successful proponent by the City in order to undertake the Work, assuming all documents can be obtained.

1. Addresses for delivery of residential curbside collection carts.
2. GIS information for dwelling units that are receiving residential curbside collection carts.
3. Other reports and relevant reference materials in possession of the City.

Should additional information, clarification or confirmation of provided information be necessary to complete the work, the Consultant shall notify the City in writing immediately.

All information is provided on an as-is basis, and although the City of Cranbrook has compiled and reviewed the information for general accuracy and correctness, the City offers no guarantees that the information or any portion thereof is correct and will not retain any liability as a result of its use.

## 2.4 Deliverables

The successful Proponent will be required to meet the deliverables and perform the services identified in the sections below.

### 2.4.1 Curbside Automated Carts - Supply

#### Estimated Cart Quantities & Types

The City is seeking proposals for both 120 litre and 240 litre automated curbside collection carts. It is anticipated that 240 litre carts will be selected. If 120 litre carts are selected, they will be in limited quantities for residents who have mobility challenges. The information presented in the Proposal responses will assist the City in its decision making. The respective amount of automated curbside collection carts in the Proposal is an estimate for purpose of comparing Proposals only.

Cart Size (litres)	Estimated Cart Quantity
120	100
240	7,000

### **Curbside Automated Carts – General Specifications**

The following specifications identify the minimum requirements to which the City is seeking:

- All Carts must be new and unused. Carts shall conform to the best practices known to the trade in design, quality and workmanship. Assemblies, sub-assemblies and component parts should be standard and interchangeable throughout the entire quantity of the same/sized Carts.
- The design requirements for all Carts will meet or exceed all American National Standards Institute (ANSI) specifications for automated type Carts.
- Carts must be compatible with all ANSI certified fully and semi-automated lift arm lifters.
- Carts will be designed to prevent trapping or jamming of materials when the Cart is dumped.
- Carts should be fully weather proofed and stabilized for full-time outdoor use and storage, suitable for the City's variable climate. The Cart must be designed to withstand winds up to 30km per hour as applied from any direction when empty or loaded, lid open or closed.
- The container lid must be crowned, not flat, to provide drainage. The lid should be constructed so it continuously overlaps the container body to prevent the inclusion of rainwater, rodents, birds, insects, and the emission of odours.
- The shape of the body with the lid, but without wheels and axels, show allow the Carts to be stacked for easy transport and storage.
- To help the City understand the number of Carts that can be stacked for delivery quantities, specify the nesting ratio and number of Carts that can be nested and shipped specific to delivery method in the safe/usual manner.
- All parts of the curbside collection cart shall be usable for the warranty period of ten (10) years in the intended application including normal resistance to bottom wear and permanent deformation from loading and unloading of solid waste. It is understood that the container will be gripped by hydraulically operated equipment and will come in regular contact with asphalt, concrete and other rough surfaces.



*Figure 2 - Cranbrook Recycling Cart Example*

### **Curbside Automated Carts – Animal Resistance (Optional)**

The City may consider purchasing animal resistant carts depending on budgetary constraints. The following specifications are optional requirements, and can be included as a separate price.

- Describe and provide evidence of the animal resistance the carts have achieved.
- Provide details of the hardware and/or latching mechanisms that contribute to the level of animal resistance achieved.
- Provide details of any IGBC testing and certification that the Cart has been put through, along with examples of the cart's implementation and real-life success in restricting bears from accessing the cart contents, or
- Provide details of real-life settings where the non-IGBC certified cart and its hardware are in use and which have proven that the Carts and installed hardware are effective at restricting animals from accessing the cart contents.

### **Curbside Automated Carts – Construction, Handling & Stability**

- Carts must be manufactured from BPA-free, ultra-violet protected high density polyethylene (HDPE), able to withstand cracking deterioration, rotting, and warping.
- Carts shall be specifically designed for automated collection.
- The carts shall have a minimum nominal wall thickness of 0.175 inches.
- The carts shall contain as much recycled content as possible while maintaining structural integrity and durability. Please specify percentage recycled content for both cart and lid.
- Specify weight of complete Cart assembly (body, lid, wheels and hardware).
- Specify the molding process for the proposed Carts.
- Specify the type of resin used to manufacture the Cart body and lid of the proposed Cart.
- Specify how the metal part(s) are rust resistant.
- Interior and exterior surfaces shall be uniform in appearance and free of foreign substances, shrink holes, cracks, blowholes, webs and other superficial or structural defects that could adversely affect the appearance and performance of the container. The interior of the container shall be smooth.
- Interior and exterior surfaces shall not support combustion or bacterial growth.
- Cart bodies are required to be equipped with two (2) handles, each a minimum of 2.54 cm (1 inch) in diameter. Handles and mounts should be a seamless part of the Cart and will not have any bolts or protrusions that might interfere or injure the worker or resident.
- The body of the container shall have two (2) molded in-wear strips to withstand abrasion and wear associated with street contact during moving, lifting, and replacing.
- Carts will be stable and balanced in an upright position, either loaded or empty and remain stationary and upright in winds up to 30km/h per hour as applied from any direction, when empty or loaded, lid open or closed. Proponents should supply, with their bid submission, any information pertaining to wind and stability testing done on the carts.
- Carts will be stable and not roll away when placed on uneven surfaces and meet the stability requirements set for in the in ANSI Z245.30-2008 for front, rear and side orientations.
- Proponents should supply, with their bid submission, any testing or information pertaining to drop tests done on the containers.
- A grab bar may be required by the automated collection trucks. To prevent leakage, body will be sealed, and bar should not penetrate the body.
- Grab bars will be constructed of galvanized steel, have a minimum of 1" outside diameter and be freely rotating. Grab bar shall be tamper resistant and utilize a fastening method that allows for its easy removal with a simple specialized tool to facilitate maintenance.

### **Curbside Automated Carts – Lids**

- Carts will be provided with a lid that will not distort, warp, slump, fade or bend over time to such an extent that it no longer fits the body properly.
- Specify average lid thickness for the proposed Cart.
- Lids should be crown shaped and continuously overlap and come in contact with the perimeter of the Cart body.

- The lid will prevent the intrusion of rainwater, snow, rodents, birds, flies and other vectors.
- Lids will not impede the flow of materials from the Cart during the dump cycle and not contact material already deposited in the collection truck or the truck body or lifting mechanism.
- Lids will be hinged to the Cart body as to enable the lid to be fully opened to 270 degrees arc to rest against the backside of the Cart body.
- Cart lids and bodies are of such design and weight that prevent empty Carts from tilting backward when lifting the lid open or while in the open position.
- Lids will be designed to be easily removed in the event of (i) substituting with a different color lid, (ii) damage or (iii) failure.
- **Optional:** Lid latching mechanisms will be described in Animal Resistance above.

#### **Curbside Automated Carts – Wheels**

- Wheel assembly must snap directly onto the axle without the use of tools and must be easily removed with a simple specialized tool to facilitate maintenance. Wheels that require the use of pal nuts, washers or other means of connection will be considered unacceptable. Wheels are to be the same size and interchangeable with Carts of the same capacity.
- State wheel material type available (e.g., nylon, rubber), and tread, width, diameter and maximum load rating offered.

#### **Curbside Automated Carts – Colour**

- Resin should contain colour pigment hot melt compounded into the base material. Colours should be non-fading throughout the warranty. The colour and shade of Carts and lids should be consistent and without noticeable variation from one to another.
- Proponents should submit information on all color shades available for the Cart bodies and lids. The container body should be dark grey in colour. The lid should be black in colour. The final color to be determined, by the City, from information provided by the Proponent.

#### **Curbside Automated Carts – Hot Stamping, Branding, and Cart Identification**

- Each Cart shall have a white City of Cranbrook logo hot stamped on each side (location and size to be determined). The logo files will be provided to the awarded contractor upon award.
- Each lid will be hot stamped with “Garbage Only” and with arrows showing the direction for cart placement (location and size to be determined).
- Each cart should have a 9 digit serial number and identifying barcode unique to each cart located on the cart’s side. The City will work with the Contractor to determine the final composition and location of serial numbers.
- The manufacturer should provide an electronic list, in Excel format, referencing the date of manufacturer linked to the serial number on each Cart body.

#### **Curbside Automated Carts – Replacement Parts**

- Proponents must have the ability to effectively supply replacement parts which include lids and wheels for the duration of the warranty and life cycle of the Cart. Replacement parts must be the same or better quality as the original parts. They

must meet the same specifications and should be subject to the same warranty and guarantees as provided for the original components.

- Proponents are required to include with their response a complete spare parts list inclusive of itemized pricing and freight component. This will be used in conjunction with the determination of maintenance costing.

### **Curbside Automated Carts – Warranty**

- The warranty must be for no less than ten (10) years and must specifically provide for no-charge replacement of any component parts which may fail in design, material or workmanship, for a period of 10 years after delivery to resident or City location(s). The warranty shall include, but is not limited to, the following defects and/or replacement of the defective parts:
  - Failure of the lid to prevent rainwater from entering the container when closed on the containers body.
  - Damage to the container body, the lid or any component part through opening or closing the lid.
  - Failure of the body and lid to maintain their original shape.
  - Failure of the wheels to provide continuous, easy mobility, as originally designed.
  - Failure at attachment points for lids, hinges, wheels or other points of attachment.
  - Cracking, fading, splitting, peeling, weathering degradation and/or lowered ultraviolet resistance to aging in the course of normal operational use.
  - Failure of any specified information, identification, marking, graphic, numerals, dating, lettering, language or symbols on containers to be clearly legible.
  - Failure of any portion of the bottom of the container body to remain impervious to damage or wear-through after repeated contact with rough and abrasive surfaces.
  - All transportation, taxes, customs, excise, brokerage and other fees to deliver replacement containers or parts F.O.B. to the City's Public Works Yard as well as any such fees required to send defective parts back to the Contractor or manufacturer, as well as any labour associated with replacing the parts (in cases where a whole container is not being replaced).
  - All parts of the container shall be usable for the warranty period of 10 years in the intended application including resistance to bottom wear and permanent deformation from loading and unloading of solid waste. It is to be understood that the container will be gripped by hydraulically operated equipment and will come in contact with asphalt, concrete, and other rough surfaces, including stairs.
  - All containers shall remain durable in hot and cold temperature variations of this region. In addition, during the warranty period, the container and its component parts shall maintain sufficient strength, shape and appearance, and be resistant to blows, kicks and rodent penetration, such as to require no routine maintenance and in general be maintenance free.



### **Curbside Automated Carts – Options**

- Please provide descriptions of optional items that may be of interest to the City, such as Radio Frequency Identification (RFID) tags, wheel options, handle options, etc.

Please provide a complete printed manufacturer specification, published literature and illustrations of units proposed.

#### **2.4.2 Curbside Automated Carts - Delivery**

The Contractor will be responsible for supplying the Curbside Automated Carts, assembling them, and distributing the cart and resident information package directly to the residents of the City of Cranbrook.

The Contractor should secure their own staging area where the Curbside Automated Carts can be received and assembled and loaded with the information package for distribution to residential addresses. If required, the City can assist the Contractor in identifying suitable staging areas.

Upon completion of the distribution to residents phase, the contractor will be required to deliver to the City's Public Works Yard (if this is not the staging area), the surplus assembled carts not delivered to residents. These will be retained to replace damaged carts and to supply to new residents.

Respondents are to provide a detailed distribution plan which includes a timeline. The individual residential delivery address list will be provided to the successful respondent within 4 weeks of delivery.

Following delivery, the successful proponent must provide a final excel file that includes the following information for each load of carts: Cart Type, Cart Size, RFID (*if applicable*); Serial Number; Manufactured Date; Residential Address, Delivery Date, and identify any issues with cart delivery (ex: resident refused delivery; vacant lot; etc).

#### **2.4.3 Information Package (*Optional*)**

The City is requesting the Proponent to assist in developing and supplying an information package that will be delivered with the carts. This information package will provide information regarding cart use and placement, the collection schedule, and any additional promotional/educational information relevant to the implementation of the automated curbside garbage collection program.

An example information package can be found in Appendix 2 – Example Information Package.

#### **2.4.4 Alternative Garbage Bins at City Parks (*Optional*)**

The City is looking for opportunities to improve waste collection in City Parks. The City currently has 58 garbage tubes that require 2 or more staff members to empty. The City would like other options that are less labour intensive to empty. Please provide one or more alternative options for waste collection at City Parks.

#### 2.4.5 Timeline/Schedule

The timeline for procurement, manufacture, supply, receipt and distribution of the Carts will be considered in the evaluation of all received proposals. **The City is targeting May 21, 2024 for the completion of cart distribution** however, the City is cognizant of the challenges faced in the manufacturing and freight processes. Potential respondents who conclude that this timeline is not feasible are encouraged to submit proposals that include alternate timelines for the City's consideration. Respondents are to provide their best delivery schedule.

Respondents are to provide the following information in their proposal:

1. Lead time to manufacture the carts
2. Shipping lead time
3. Assembly and distribution duration
4. Complete timeline from order placement to residential delivery

#### 2.5 Project Team

The Proponent must submit information on the Project Team members and should include current references and contact information supporting their abilities and experience. The Proponent must submit references for similar sized projects undertaken by the Project Manager.

The Consultant will appoint a Project Team as per the titles, roles, experience, and abilities as specified below. These team members will be directly responsible for their roles and will be the individuals directly undertaking most of their work as it is defined. The Consultant shall not replace or substitute members of the Project Team without prior approval in writing from the City. The City will require any replacement or substitute to be of equal experience and ability to its own satisfaction.

**Project Manager** – Will be ultimately responsible for the delivery of the General Requirements and Scope of Work. The Project Manager is responsible to manage and supervise all consulting staff and subconsultants. This person will be the main point of contact for the City for any changes or submissions related to the Project scope, costs, or terms of the Agreement. Experience must show a minimum of 5 years and 5 projects of similar size, scope, and value.

Proponents are to provide details on 3 projects completed in the last 5 years which are of a similar nature and scope to the Products and Services as detailed in this RFP. Respondents should note that the City may contact the client(s) to confirm the experience listed (including amending scoring in the evaluation based on the client's feedback). If Subcontractors are to be used in delivering the Service, then those details should also be provided.

Information should include:

1. Client name
2. Client employee contact name, phone number, and email address
3. Project description (supply of what product, service and quantity)
4. Timeline of project (start date and completion date)
5. Value of the project excluding taxes

## 2.6 Timeline

To further assist respondents, the following target dates are provided for information purposes only, and are subject to change based on circumstances:

Event	Date
Issue Date of RFP	January 11, 2024
Deadline for Questions	January 18, 2024
Deadline for Issuing Addenda	January 19, 2024
Submission Deadline	January 29, 2024
Selection of Preferred Proponent	February 6, 2024
Contract Finalization & Execution	February 12, 2024

The RFP timetable is tentative only and may be changed by the City at any time.

## 3. **PROPOSAL**

The proposal should be prepared simply and economically. While additional information may be presented, the following Sections 3.1 – 3.4 **MUST** be included. They represent the criteria against which the Proposal will be evaluated.

### 3.1 Qualifications and Experience

Proponents should provide information regarding their qualifications and experience including the following:

- A brief description of the Proponent's organization, primary business location and branch locations, size, stability, services provided, areas of expertise, and length of time in operation.
- The Proponent should submit information on their relevant experience and qualifications in delivering Goods and Services similar to those required by the RFP;
- Proponent's equipment resources, capability and capacity, as relevant;
- Proponent's should include references (name and telephone number). The City's preference is to have a minimum of three references from municipalities or local governments;
- Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services. If Sub-Contractors will be used, please provide the name, brief description, and contact information of each Sub-Contractor. Please include the number of years working with any Sub-Contractors.

### 3.2 Project Knowledge and Understanding

Proponents should provide a summary that demonstrates their understanding of the Scope of Work related to the RFP and provide details of any value-added and/or optional services and deliverables that the project team can provide to the City in context to the Scope of Work.

### 3.3 Approach and Methodology

Proponents should identify all key steps in the process to complete the deliverables. Provide a timeline specific to this proposal that includes the key steps, along with milestone dates, that are required to achieve the deliverables. This should include the timeline for assembly and distribution of the carts.

### 3.4 Fees for Service

The proponent is required to provide a list of unit rates for the curbside collection carts. Unit rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for PST and GST, which should be itemized separately. Unit rates must be all-inclusive and must include labour and material costs, freight, all travel and accommodation costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$(\text{Lowest Price} / \text{Proponent's Price}) \times \text{Weighting} = \text{Proponent's Pricing Points}$$

Description	Unit Price (\$)	Quantity	Total Price (\$)
120 Litre Cart to include FOB Cranbrook		100	
120 Litre Animal Resistant Cart to include FOB Cranbrook <b>(optional)</b>		100	
240 Litre Cart to include FOB Cranbrook		7,000	
240 Litre Animal Resistant Cart to include FOB Cranbrook <b>(optional)</b>		7,000	
Pricing on cart options that are not part of the basic unit. For example, RFID capabilities, upgraded wheels, handles, or any other features that may be available. Please identify any options and provide pricing			
Pricing of the assembly of carts and residential delivery of the carts and resident information packages to approximately 6,400* residential addresses. [*Note the actual address count is less than the # of carts to be supplied.]		6,400	
Prepare & supply Information Package [*Note the actual address count is less than the # of carts to be supplied.] <b>(optional)</b>		6,400	
Alternative Garbage Bins at City Parks <b>(optional)</b>		10	

**Proponents are required to include with their response a complete spare parts list inclusive of itemized pricing and freight component.**

#### 4. **EVALUATION CRITERIA**

Evaluation of proposals will be completed by a committee formed by the City with one or more employees who have expertise in the RFP subject matter and experience with procurement.

The selection will be based on five factors: (1) Mandatory Criteria; (2) Qualifications and Experience; (3) Project Knowledge and Understanding; (4) Approach and Methodology; (5) Pricing. Provided the applicable Proponent has received a “pass” for (1) Mandatory Criteria, the City will continue to assign a weighted score to each Proposal as set out below.

The City’s desire is to enter into an Agreement with the Proponent who has met all mandatory criteria and minimum scores (if applicable), and who has the highest overall ranking.

##### 4.1 **Mandatory Criteria (pass/fail)**

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

<b>Mandatory Criteria</b>	<b>Pass / Fail</b>
The proposal must be received at the Closing Location before the Closing Time.	
The proposal must be in English.	
The proposal must be submitted using the submission method set out in Section 1.3 of this RFP.	
Hard copy submissions must be received in a sealed envelope.	
The proposal must include a signed copy of the <i>Summary Form of Proposal</i> .	
A full description of cart specifications as outlined in Section 2.4. Including details of any options such as RFID tags, and other options available.	
A detailed product warranty information on the curbside automated carts is included in the proposal.	
A timeline for manufacture, supply, receipt and distribution of the curbside automated carts is included in the proposal.	

##### 4.2 **Evaluation Criteria**

Proposals meeting all mandatory criteria will be further assessed against the following weighted criteria.

Criteria	Weight	Minimum Score
Qualifications & Experience	25	15
Project Knowledge & Understanding	25	15
Approach & Methodology	40	24
Pricing	40	
<b>Total</b>	130	44

In addition to the requirements indicated in this Request for Proposal, the Proponent may include additional information that will help to express its ability to undertake the specific deliverables for this project.

## **5. TERMS AND CONDITIONS**

### **5.1 Acceptance of Terms and Conditions**

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

### **5.2 Additional Information**

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

### **5.3 Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received after the Closing Time will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the City at the Closing Location will prevail whether accurate or not.

### **5.4 Proposal Validity**

Proposals will be open for acceptance for at least ninety (90) days after the Closing Time.

### **5.5 Firm Pricing**

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

### **5.6 Completeness of Proposal**

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Consultant at no additional charge.

## **5.7 Changes to Proposals**

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. The Proponent will not change any part of its proposal after the Closing Time unless requested by the City for purposes of clarification.

## **5.8 Liability for Errors**

While the City has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

## **5.9 Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including the costs in preparing a proposal and for subsequent finalizations with the City, if any. The City will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

## **5.10 Agreement and Contract**

This RFP is not an Agreement to purchase goods or services. The City is not bound to enter into a Contract with any Proponent. Notice in writing to a Proponent that it has been identified as a successful Proponent will not constitute an Agreement. Only if a Proponent and the City enter into a subsequent full written and executed Agreement will a Proponent acquire any legal or equitable rights or privileges relative to the goods or services.

Any Agreement with the selected Proponent will be in accordance to the Terms and Conditions of the Sample Agreement (See Appendix 3).

If a written Contract cannot be finalized with provisions satisfactory to the City within thirty (30) days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

## **5.11 Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, the City reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- c) to accept the proposal in total or in part;

- d) to waive any non-material irregularity, defect or deficiency in a proposal;
- e) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- f) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the City, or any material error, omission or misrepresentation in the proposal;
- g) at any time, to reject any or all proposals; and
- h) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

### **5.12 Solicitation**

Any attempt by Proponents to influence the outcome of the RFP process by engaging in solicitation, either directly or indirectly, of any employee, contractor or representative of the City, including members of the evaluation committee and any elected or appointed officials of the City, or with the media, may result in disqualification of the Proponent.

### **5.13 Workers Compensation Act**

The Consultant must provide to the City their Worksafe BC registration number and a Letter of Clearance. The Consultant must ensure compliance on their part with the Workers' Compensation Act and the Occupational Health and Safety Regulations. This will extend to any subcontractors hired by the successful Proponent, who will be working on the project.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Consultant, in respect of their operations under the RFP, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or Regulations thereunder or because said Board is of the opinion the conditions or immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the City, on 24 hours written notice to the Consultant, may terminate the Contract.

The Consultant agrees that it is the prime contractor for the Services for the purposes of the Workers Compensation Act. The Consultant will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act. As prime contractor, the Consultant is responsible for appointing a qualified coordinator for ensuring the health and safety activities for the location of the Services.

### **5.14 Indemnity and Liability Insurance**

For the purpose of any Contract the City may enter into with the successful Proponent, the Consultant must indemnify and hold harmless the City, its employees and agents, from any or all claims, demands, actions, and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Consultants, its employees, or agents, in the performance



by the Consultant of this RFP. Such indemnification must survive termination of the Contract.

The Consultant must provide to the City proof of \$2 million General Liability Insurance with the City named as an additional insured party and proof of Professional Liability Insurance (errors and omissions coverage) with minimum \$500,000 per claim and \$1,000,000 aggregate. The City reserves the right to modify the type of insurance coverage and amount of coverage (which may include increasing the amount of coverage) required to be carried by the Consultant.

### **5.15 Compliance with Laws and Permits**

The Consultant must apply and pay for all necessary permits or licenses required for the execution of the work. The Consultant must give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of the public health. The Consultant must be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

### **5.16 Trade Agreements**

This RFP has been issued in compliance with the City of Cranbrook Purchasing Policy No. 40-501 and meets the requirements of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

### **5.17 Freedom of Information**

Without limiting other obligations under the *Freedom of Information and Protection of Privacy Act* and any other enactments that may apply to the City or the Proponent or to both, and despite any promises or commitment by the City to preserving the confidentiality of information to the extent permitted by law, the Proponent acknowledges that any information provided to the City in relation to this RFP, or that is created, produced, negotiated or otherwise comes within the City's custody or under its control pursuant to this RFP, may be subject to a legal requirement to disclose the information pursuant to a request for access under that Act.

### **5.18 Conflict of Interest**

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the City's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract.

A Proponent must disclose in its proposal any actual or potential conflict of interest and any existing business relationships it may have with the City of Cranbrook, its elected or appointed officials or employees. The City has the right to reject any proposal submitted by a Proponent who in the City's determination, has, or if awarded the Contract would have, an actual, perceived or potential conflict of interest.

If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the City Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

**CITY OF CRANBROOK  
SUMMARY FORM OF PROPOSAL**

**RFP NO:** CRA2024-R-003

**NAME OF PROJECT:** **SUPPLY & DELIVERY OF RESIDENTIAL CURBSIDE  
COLLECTION CARTS**

---

**ACKNOWLEDGEMENT OF ADDENDA**

We acknowledge receipt of the following addenda which become part of this RFP:

ADDENDUM #	
ADDENDUM #	
ADDENDUM #	

**CONFIRMATION OF THE PROPONENT'S INTENT TO BE BOUND:**

The enclosed Proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a Proposal, the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its Proposal.

**Proponent Name (please print):** \_\_\_\_\_

**Name & Title of Authorized  
Representative (please print):** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_


**Executed this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_\_

**Appendix 1 – Map of Service Area**



City of Cranbrook  
Solid Waste Curbside Collection

**Legend**

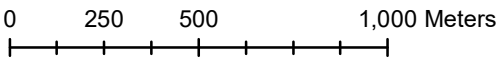
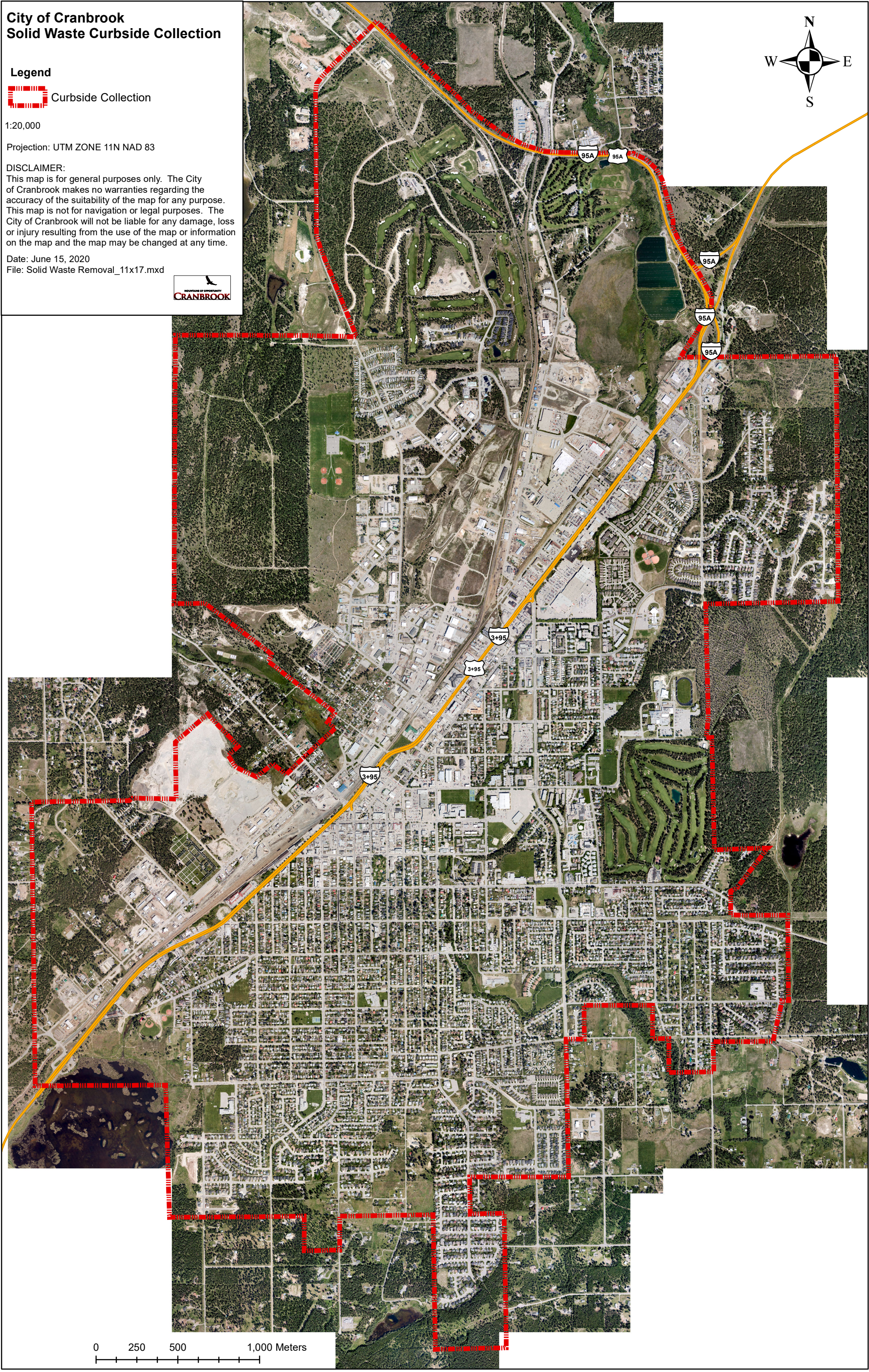
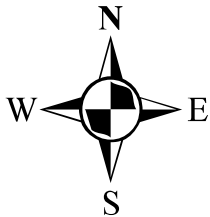
 Curbside Collection

1:20,000

Projection: UTM ZONE 11N NAD 83

**DISCLAIMER:**  
This map is for general purposes only. The City of Cranbrook makes no warranties regarding the accuracy of the suitability of the map for any purpose. This map is not for navigation or legal purposes. The City of Cranbrook will not be liable for any damage, loss or injury resulting from the use of the map or information on the map and the map may be changed at any time.

Date: June 15, 2020  
File: Solid Waste Removal\_11x17.mxd





## **Appendix 2 – Sample Information Package**

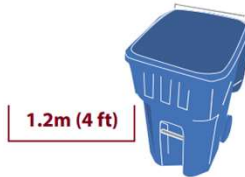
## Using Your Curbside Recycling Collection Program

The City of Cranbrook is partnered with RecycleBC to provide residents with a curbside recycling collection program. The City provides each household with one blue 240L recycling cart, and recycling will only be collected when placed in the provided carts. Recycling will be collected bi-weekly from your street (not your alley).

Please note that this program is operated separately from the City's waste program. Garbage will continue to be collected weekly from your normal pickup location.

### ENSURE MORE MATERIALS ARE RECYCLED AND KEPT OUT OF LANDFILL BY REMEMBERING THESE PRO-TIPS:

- 1 Line it up.** Keep 1.2m (4ft) between your recycling container and other objects.
- 2 Keep it clean.** Empty and rinse all containers.
- 3 Flatten and cut.** If your cardboard is too large for your collection container, flatten and cut down to smaller pieces. Do not stack beside recycling collection container. Remember to keep plastic wrap out of your recycling!
- 4 Make a depot trip.** Return glass, foam packaging, and other flexible plastic packaging to the recycling depot at the Cranbrook Transfer Station or the Cranbrook Bottle Depot.



## How to Use Your Cart

### 1 PARK IT

Carts must be on the street with the wheels placed against the curb or edge of the road. **All carts must be out by 7:30am to avoid being missed.**



### 2 CLOSE IT

The lid on your recycling cart must be firmly shut, and left curbside



### 4 SPACE IT

Give at least 1.2 m (4 ft) of clearance to any obstacle

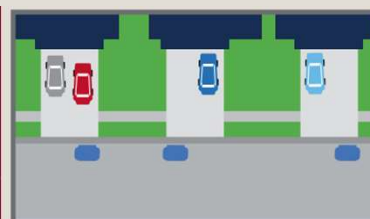


### 3 POINT IT

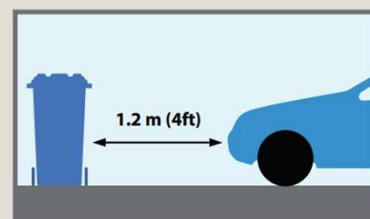
Arrows on the lid should point to centre of the road



## Help Our Collection Staff



Where possible please place carts in front of your driveway and consider parking **OFF THE STREET** on collection days



Park vehicles at least 1.2 meters (4 ft) away from carts if you cannot park off the street



Cranbrook 311 is a real time mobile civic engagement platform. Cranbrook 311 provides a free, simple, and intuitive tool to identify civic issues and report for resolution. A picture tells a thousand words. Download it today!

2024 Recycling Collection Calendar

JANUARY

Su	Mo	Tu	We	Th	Fr	Sa
	<del>1</del>	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

MARCH

Su	Mo	Tu	We	Th	Fr	Sa
25	26	27	28	29	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	<del>29</del>	30

MAY

Su	Mo	Tu	We	Th	Fr	Sa
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	<del>20</del>	21	22	23	24	25
26	27	28	29	30	31	1

JULY

Su	Mo	Tu	We	Th	Fr	Sa
30	<del>1</del>	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

SEPTEMBER

Su	Mo	Tu	We	Th	Fr	Sa
1	<del>2</del>	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	<del>30</del>	1	2	3	4	5

NOVEMBER

Su	Mo	Tu	We	Th	Fr	Sa
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	<del>11</del>	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

FEBRUARY

Su	Mo	Tu	We	Th	Fr	Sa
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	<del>19</del>	20	21	22	23	24
25	26	27	28	29	1	2

APRIL

Su	Mo	Tu	We	Th	Fr	Sa
31	<del>1</del>	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4

JUNE

Su	Mo	Tu	We	Th	Fr	Sa
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

AUGUST

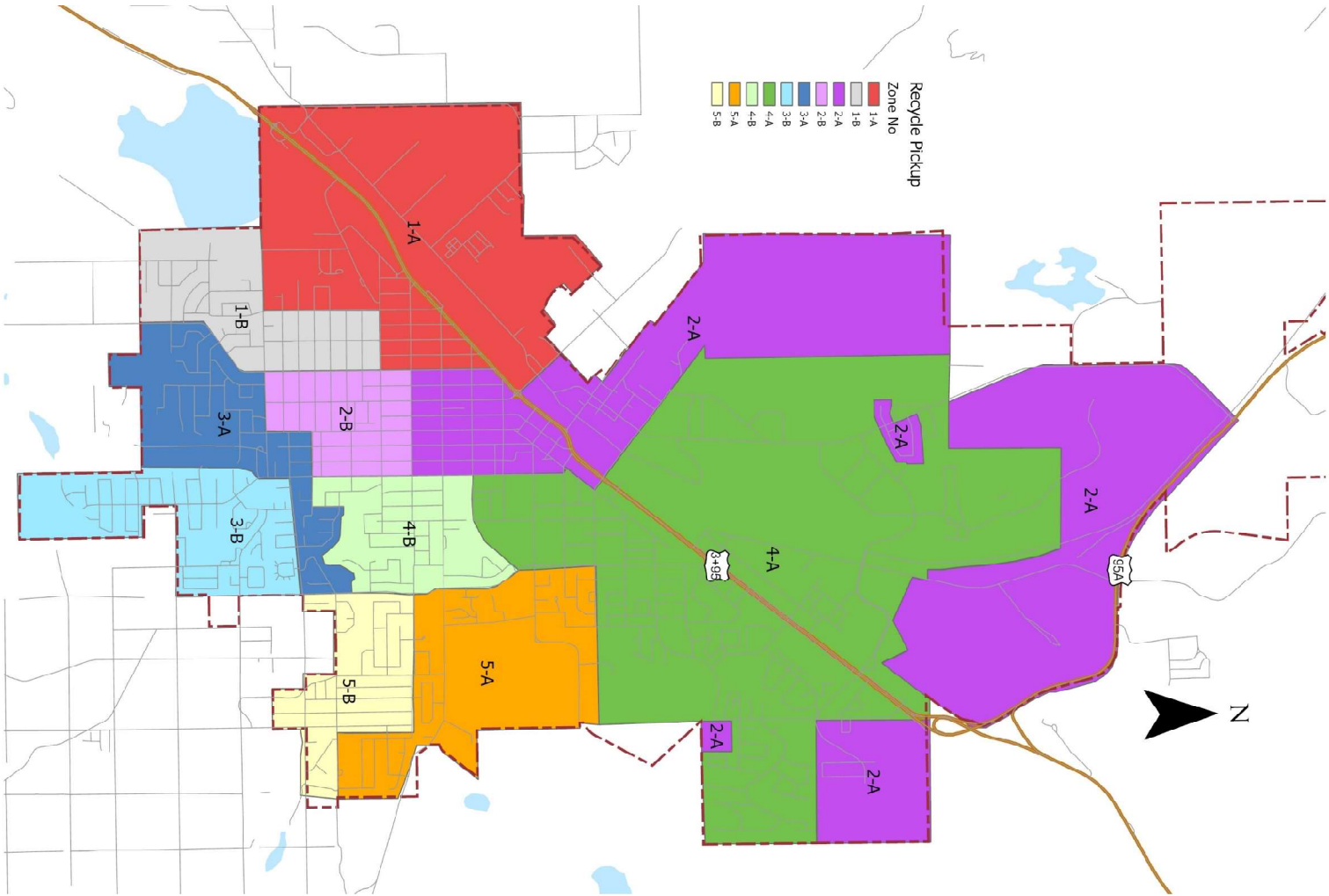
Su	Mo	Tu	We	Th	Fr	Sa
28	29	30	31	1	2	3
4	<del>5</del>	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

OCTOBER

Su	Mo	Tu	We	Th	Fr	Sa
29	30	1	2	3	4	5
6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30	31	1	2

DECEMBER

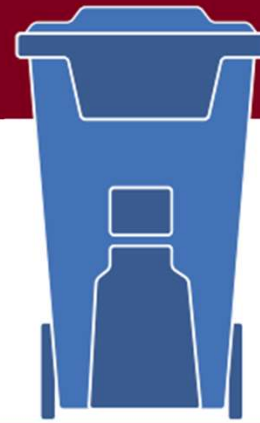
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	<del>25</del>	<del>26</del>	27	28
29	30	31	1	2	3	4







# What Goes Where?



## Curbside Recycling

**PUT INTO BLUE CART**

Recycle at curbside or depot

### ACCEPTED



Newspapers, inserts, flyers



Magazines, catalogues, phone books



Boxboard boxes



Plastic bottles, jars and jugs



Plastic trays and clamshells



Plastic garden pots and seedling trays



Moulded paper



Household paper



Envelopes



Caps, tops, lids and pumps



Plastic or paper take-out cups, bowls and lids



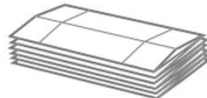
Cartons for soup, dairy, etc.



Paper bags



Shredded paper (contain in box or paper bag first)



Cardboard boxes



Metal cans



Aerosol cans (empty)



Foil wrap and take-out containers

- ✓ Greeting cards
- ✓ Paper gift wrap
- ✓ Paper gift bags

- ✓ Clean paper carry-out beverage trays
- ✓ Cores from paper towel and toilet paper

- ✓ Plastic packaging for toys, batteries etc. Separate plastic from paper backing
- ✓ Spiral wound cans and lids for frozen juice concentrate, chips, etc.

- ✓ Plastic pails less than 25L for laundry detergent, cat litter, etc.
- ✓ Clean Plastic tubs from yogurt, margarine, etc.

### NOT ACCEPTED



Hard and soft cover books



Food, yard waste and wood



Flexible plastics



Hazardous waste



Glass



Clothing and textiles



Electronics and appliances



Toys and games



Hangers, pots, pans and other scrap metal

- ✗ Non-paper gift wrap, foil wrap, cards or paper with glitter
- ✗ Rubber bands, ribbons, bows
- ✗ Padded envelopes
- ✗ Bags and boxes with foil liners
- ✗ Paper towels, napkins and tissues
- ✗ Foil or plastic lined paper bags

- ✗ Foam packaging
- ✗ Chip or foil bags, candy wrappers
- ✗ Stand-up pouches
- ✗ Packaging labeled biodegradable or compostable

- ✗ Wiring, metal cords, hardware
- ✗ Clothing, textiles and shoes
- ✗ Food and yard waste



### Curbside Recycling Service Questions?

Customer Service: 250-426-4211

Learn more at: [www.cranbrook.ca/recycling](http://www.cranbrook.ca/recycling)





# What Goes Where?

## DEPOT DROP-OFF ONLY

Cranbrook Transfer Station  
2405 22<sup>nd</sup> St N  
8:30am - 5:30pm, 7 days a week

Cranbrook Bottle Depot  
1125 Industrial Rd 3  
8:00am - 4:00pm, Monday to Friday



### ACCEPTED

#### GLASS (return to depot)



Glass bottles – clear and coloured



Glass jars – clear and coloured

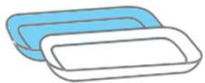


Put all lids in your blue cart

#### NOT ACCEPTED

- ✗ Drinking glasses, dishes, cookware
- ✗ Window glass, mirrors
- ✗ Ceramic products
- ✗ Light bulbs or light fixtures

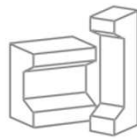
#### FOAM PACKAGING (return to depot)



Foam meat trays  
(remove absorbent pad)



Foam take-out  
containers and cups



Foam cushion packaging used  
to protect electronics etc.

#### NOT ACCEPTED

- ✗ Squishy or flexible foam, foam noodles (can put in flexible plastics)
- ✗ Blue or pink foam insulation, packing chips and peanuts

#### Want to know more about recycling in your area?

For more information about what is recyclable in your area or your recycling collection day please visit: [cranbrook.ca/recycling](http://cranbrook.ca/recycling)

#### FLEXIBLE PLASTICS (return to depot)



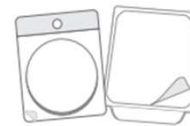
Plastic bags



Outer bags and  
product wraps



Crinkly wrappers  
and bags



Flexible packaging  
with plastic seal



Zipper lock and  
stand-up pouches



Woven plastic bags



Non-food protective  
packaging

✓ Bags for groceries, produce, dry bulk foods, frozen vegetables, water softener, salt, garden products, newspapers, etc.

✓ Overwrap for diapers, feminine hygiene products, paper towels, soft drink flats

#### NOT ACCEPTED

- ✗ 6-pack rings, biodegradable plastic, vinyl
- ✗ Plastic squeeze tubes, plastic-lined paper, paper-lined plastic, plastic strapping



#### Want to recycle something not included here?

Search Recycle BC's Waste Wizard or download a full material list at [RecycleBC.ca](http://RecycleBC.ca).

To recycle items that are not packaging or paper, contact the Recycling Council of BC (RCBC) at 1-800-667-4321 or visit [RCBC.ca](http://RCBC.ca).

### **Appendix 3 – Sample Agreement**

---

Dated the \_\_\_\_ day February, 2024

BETWEEN:

**CITY OF CRANBROOK**  
CITY HALL  
40-10th AVENUE SOUTH  
CRANBROOK, BC V1C 2M8

(The "City")

AND:

(The "Consultant")

**WHEREAS** the City wishes to engage the Consultant to provide services in connection with the professional services as per RFP CRA2024-R-003

**NOW THEREFORE** the City and the Consultant agree as follows:

**1.0 DEFINITIONS, SCHEDULES AND REFERENCE DOCUMENTS**

1.1 In this Agreement:

- (a) "**Commencement Date**" means **February X, 2024** or such other date as the parties may agree in writing;
- (b) "**Dispute**" means any dispute, claim, or controversy Agreement or related to this Agreement;
- (c) "**Fees**" means the amounts payable for the Services by the City to the Consultant under section 3.0;
- (d) "**Indemnified Parties**" means the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents;
- (e) "**Services**" means the responsibilities and duties defined in the reference documents in section 1.3, including Request for Proposal and Submitted Proposal, as well as anything and everything required to be done by the Consultant to fulfill and complete this Agreement;
- (f) "**Term**" means the period of time commencing on the Commencement Date and ending on **June X, 2024**, subject to the earlier termination or any extension under this Agreement.

1.2 The following attached Schedule is a part of this Agreement:

Schedule 1 – Fees and Unit Rates from Submitted  
Proposal

1.3 The following reference documents form part of this Agreement:

1. Response to Request for Proposal submitted by
2. Request for Proposal Consulting Services, Supply & Delivery of Residential Curbside Collection Carts RFP No. CRA2024-R-003.

## 2.0 **SERVICES**

2.1 The City hereby retains the Consultant, as an independent professional engineering consulting company to provide the Services during the Term on the terms and manner set out in this Agreement and the Consultant hereby accepts agrees to provide the Services.

## 3.0 **CONTRACT PRICE AND PAYMENT**

3.1 In return for the satisfactory performance of the Services, the City will pay the Consultant fees not to exceed the fee proposal as provided and Attached as Schedule 1.

3.2 Payment by the City for the services will be based on monthly invoices submitted by the Consultant in the form of total cost of Labour, Equipment and Materials expended that month as set out in the Unit Rates in Schedule 1.

3.3 Payment for Services shall be made within 30 days of receipt of a satisfactory invoice that adheres to the requirements of this agreement.

## 4.0 **ADDITIONAL WORK**

4.1 The Consultant will, if requested in writing by the City, perform work that is in addition to the Fees if additional budget is available or special circumstances arise.

4.2 Any Additional Work must be requested by the City in writing in advance. The City will pay for such Additional Work in accordance with the unit rate(s) set out in Schedule 1 to this Agreement.

4.3 Except as set out in this Section 5.0, the terms of this Agreement will apply to any Additional Work.

4.4 Payment for Additional Work shall be made within 30 days of receipt of a satisfactory invoice that adheres to the requirements of this agreement.

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**5.0 MATERIALS AND SUPPLIES**

- 5.1 The Consultant must provide, at its own expense, the vehicles, tools and equipment necessary (including all parts, materials, fuel and lubricants for such vehicles and equipment) to provide the Services efficiently.
- 5.2 The Consultant is responsible paying for:
- (a) any wages, benefits, statutory deductions and other costs payable to its employees and independent contractors;
  - (b) office supplies and materials; and
  - (c) travel expenses.

**6.0 STAFF AND METHODS**

- 6.1 The Consultant shall perform the services under this agreement with that degree, skill and diligence normally provided in the performance of such services as completed by the agreement at the time such services are rendered and as required. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's Staff.
- 6.2 The Consultant represents that it has the expertise, qualifications, resources and relevant experience to provide the Services and will abide by any standards set out in applicable standards and legislation.

**7.0 DRAWINGS AND DOCUMENTS**

- 7.1 Subject to section 1.0, drawings and documents or copies thereof required for the Services shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the City, including record drawings, may be used by the City, for the Services herein described. In accordance with section 13.0, the City indemnifies the Consultant for unauthorized use of the documents and deliverables.

**8.0 INTELLECTUAL PROPERTY**

- 8.1 All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Services, or which are otherwise developed or first reduced to practise by the Consultant in the performance of their Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.
- 8.2 The City shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Services and for no other purpose or product.

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**9.0 PUBLICATION**

- 9.1 The Consultant agrees to obtain consent in writing of the City before publishing or issuing information regarding the Services.

**10.0 LIMITED AUTHORITY**

- 10.1 The Contractor is an independent consultant, not an agent or employee of the City and this Agreement does not create a partnership or a joint venture between the Consultant and the City.
- 10.2 The Consultant does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services. Every vehicle used by the Consultant in the course of performing the services must identify the Consultant by name and telephone number.
- 10.3 The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as may be agreed by the City in writing.
- 10.4 The Consultant will determine the number of days and hours of work required to properly and completely perform the Services.

**11.0 RECORDS AND INFORMATION**

- 11.1 During the Term and for a period of ten years after the end of the Term, the Consultant must keep proper books of account and records arising from its provision of the Services. The City, its agents, solicitors or auditors may, at any time during regular business hours, inspect and review copies of the books of account, records, source documents, reports, computerized records, contracts, subcontracts and other documents of the Consultant relating to the Services.
- 11.2 In addition to providing hard copies of the information, reports and data required as part of the Services, the Consultant must also provide them in electronic form compatible to be loaded by or on behalf of the City into .PDF, Microsoft Word and Excel.

**12.0 CITY RESPONSIBILITIES**

- 12.1 The City will, in co-operation with the Consultant, make efforts to make available to the Consultant information, surveys, reports or historical data the City has in its possession or control that relate to the Services. The Consultant will review any such material upon which the Consultant intends to rely and take reasonable steps to determine if the information is complete and accurate.

The Consultant will assume all risks that the information is complete and accurate and the Consultant will advise the City in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as may be necessary with written permission from the City.

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- 12.2 The City will, in a timely manner:
- (a) make all decisions required;
  - (b) examine documents submitted; and
  - (c) respond to all requests for approval
- by the Consultant pursuant to this Agreement.
- 12.3 If the City observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Consultant, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Consultant's performance of the Services.

### 13.0 INDEMNIFICATION

- 13.1 The Consultant will indemnify and save harmless the Indemnified Parties from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage, destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnified Parties may incur, suffer or be put to as a result of or in connection with the Services, any obligation under this Agreement or any wrongful or negligent act or omission of the Consultant.
- 13.2 The indemnity described in this section will survive the Term and continue in full force and effect for the benefit of the Indemnified Parties.

### 14.0 INSURANCE

- 14.1 The Consultant will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term the following insurance in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) The Consultant shall provide and maintain liability insurance in respect of owned licensed vehicles subject to limits of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence. The Automobile Liability Insurance shall be maintained continuously until the work is completed. Upon request, the Consultant shall promptly provide the City with a certified copy.
  - (b) Commercial General Liability Insurance acceptable to the City and subject to the limits of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property including the loss of use thereof. The City shall be named as an Additional Insured and the policy shall also cover as unnamed insured all Subcontractors and anyone employed directly or indirectly by the Consultant or his Subcontractors.
  - (c) Professional Liability Insurance shall be in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.



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The policies shall provide that no material change, termination or cancellation shall be effective without thirty (30) days prior written notice to the City by the insurance company(ies) or authorized representative. All such insurance shall be with Insurers satisfactory to the City. In addition to providing Certificates of Insurance, the Consultant shall furnish certified copies of the insurance policy(ies) to the City at their request.

- 14.2 The Consultant acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Consultant acknowledges and agrees that the Consultant is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits must not be construed as relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.
- 14.3 The Consultant must place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 14.4 The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property arising from or in connection with the performance of the Services.

**15.0 OCCUPATIONAL HEALTH AND SAFETY AND WORKERS' COMPENSATION BOARD (WCB)**

- 15.1 The Consultant must, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others hired by the Contractor or otherwise engaged in the performance of the Services. With respect to the Services, if the Consultant fails to pay any Workers' Compensation Board premiums, assessments or penalties then the City will have the right to withhold payment of the Fees under this Agreement unless and until the Workers' Compensation Board premiums, assessments or penalties have been paid in full.
- 15.2 The Consultant agrees that it is the prime contractor for the Services for the purposes of the Workers Compensation Act. The Consultant will have a safety program in place that meets the requirements of the workers' compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act. As prime contractor, the Consultant is responsible for appointing a qualified coordinator for ensuring the health and safety activities for the location of the Services. This requirement does not apply when a prime contractor has otherwise been designated through a construction contract.
- 15.3 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board. The Consultant must maintain good standing throughout the Term.
- 15.4 The Consultant will ensure compliance with and conform to all occupational health and safety laws, rules, codes and regulations including, but not limited to, the workers compensation Act and attendant regulations by anyone engaged in the

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performance of the services including any subcontractors, workers and material men.

- 15.5 Without limiting the generality of any other indemnities granted by the Consultant in this Agreement, the Consultant will indemnify and save harmless the Indemnified Parties from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnified Parties may incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

**16.0 AGREEMENT RENEWAL**

- 16.1 ~~Prior to the end of the Term, this Agreement may be renewed for a maximum of three (3) years with the same Conditions.~~

**17.0 TERMINATION WITHOUT CAUSE**

- 17.1 The City may at any time and for any reason by thirty (30) days written notice to the Consultant terminate this Agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Despite any other provision of this Agreement, if the City terminates this Agreement before end of the Term, the City will pay to the Consultant any amounts owing under this Agreement for Services provided by the Consultant up to and including the date of termination, plus reasonable termination costs in an amount to be determined by the City in its sole discretion, acting reasonably. Upon payment of such amounts no other or additional payment will be owed by the City to the Consultant and, for certainty, no amount will be owing on account of lost profits relating to any portion of the Services not performed or other profit opportunities.

**18.0 TERMINATION FOR CAUSE**

- 18.1 The City may terminate this Agreement for cause as follows:
- (a) If the Consultant becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of its creditors, is adjudged bankrupt, otherwise acknowledges its insolvency, or if a receiver is appointed by or on behalf of a creditor or a bankruptcy petition is filed or presented against the Consultant, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Consultant or receiver or trustee in bankruptcy written notice; or
  - (b) If the Consultant is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Consultant further written notice.

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- 18.2 If the City terminates this Agreement as provided by this section, then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
  - (b) withhold payment of any Fees owing to the Consultant under this Agreement for the performance of the Services;
  - (c) set-off the total cost of completing the Services incurred by the City against any Fees owing to the Consultant under this Agreement and, at the completion of the Services, pay to the Consultant any balance remaining, and
  - (d) if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

**19.0 RIGHT TO REMEDY DEFAULT**

- 19.1 If the Consultant is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Consultant, remedy the default and set-off all costs and expenses of such remedy against any Fees owing to the Consultant. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Consultant.

**20.0 APPLICABLE LAWS, CODES AND REGULATIONS**

- 20.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement be brought in such courts.
- 20.2 The Consultant will provide the Services in full compliance with all applicable laws, codes and regulations.

**21.0 CONFIDENTIALITY AND FREEDOM OF INFORMATION**

- 21.1 The Consultant will treat any information supplied or obtained as a result of the performance of the Services and this Agreement as confidential and will not, without the prior written consent of the City, publish, release, disclose or permit the disclosure of any such information to any other person or corporation except as reasonably required to perform the Services or except as may be required by law.
- 21.2 Without limiting other obligations under the *Freedom of Information and Protection of Privacy Act* and any other enactments that may apply to the City or the Consultant or to both, and despite any promises or commitment by the City to preserving the confidentiality of information to the extent permitted by law, the Consultant acknowledges that any information provided to the City in relation to the Project, or that is created, produced, negotiated or otherwise comes within the City's custody or under its control pursuant to the

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Project, may be subject to a legal requirement to disclose the information pursuant to a request for access under that Act.

## **22.0 USE OF WORK PRODUCT**

- 22.1 The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant.
- 22.2 The Consultant may retain copies of the work product.

## **23.0 DISPUTE RESOLUTION**

- 23.1 The parties will make reasonable efforts to resolve any Dispute using the dispute resolution procedures set out in this section.
- 23.2 The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 23.3 If all or any portion of a Dispute cannot be resolved by good faith negotiations within thirty (30) days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of such notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia international Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Cranbrook, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 23.4 If within ninety (90) days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

## **24.0 JURISDICTION AND COUNCIL**

- 24.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

## **25.0 CONTRACTING FOR CONSTRUCTION**

- 25.1 Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Services or have an interest either directly or indirectly in the construction of the Services

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**26.0 ASSIGNMENT AND CONSENTS**

- 26.1 The City or the Consultant shall not assign this Agreement, in whole or in part, to a third party, without the prior written consent of the other, which consent shall not be unreasonably withheld.
- 26.2 In the event of an assignment, the terms and provisions of this Agreement shall be read as if the name of the assignee were substituted for the name for the assignor.
- 26.3 The assigning party shall obtain a separate agreement (an "Accession Agreement") from the assignee acknowledging and acceding to the terms of this Agreement and agreeing to be bound by the same, as if they were the assignor, as a condition of the assignment and as a condition of the approval of the City or the Consultant; and an original copy of the Accession Agreement shall be provided by the assignor to the other party to this Agreement before such assignment shall take effect.

**27.0 NOTICES**

- 27.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on transmission, or if by mail, five calendar days after posting. The addresses for delivery are as follows:

- (a) To the City:

CITY OF CRANBROOK  
City Hall 40 -10th Avenue South  
Cranbrook, BC V1C 2MB  
Email: [katelyn.pocha@cranbrook.ca](mailto:katelyn.pocha@cranbrook.ca)  
Attention: Katelyn Pocha, Project Manager

- (b) The Consultant:

**28.0 INTERPRETATION**

- 28.1 Time is of the essence with respect to the provision of the Services.
- 28.2 This Agreement, including the Schedules and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

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- 28.3 In the event that the Consultant issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.
- 28.4 The Consultants obligations to perform the Services in a professional and proper manner will survive the termination or completion of this Agreement.
- 28.5 The City's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.
- 28.6 If any provision of this Agreement is invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.
- 28.7 The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.
- 28.8 Wherever the singular, plural, masculine, feminine or neuter is used in this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.
- 28.9 No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 28.10 This Agreement:
- (a) may be amended only by agreement in writing, signed by both parties;
  - (b) may be executed in or one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax transmission, and
  - (c) will enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Consultant.

Consulting Services Agreement -  
Supply & Delivery of Residential Curbside Collection Carts  
(RFP No. CRA2024-R-003)

V 2240.65

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

**CITY OF CRANBROOK**

by its authorized signatories:

Per: \_\_\_\_\_

Name:

Title:

**CITY OF CRANBROOK**

by its authorized signatories:

Per: \_\_\_\_\_

Name:

Title:

**CONSULTANT** by its authorized signatories:

Per: \_\_\_\_\_

Name:

Title:

City of Cranbrook			
Approved		Date	Sig.
Municipal Clerk	Legal & Form		
Department Head	Content		

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**SCHEDULE 1**  
**FEES AND UNIT RATES FROM SUBMITTED PROPOSAL**

SAMPLE