

**CITY OF CRANBROOK**

**Invitation to Tender**

**Frick Compressor #1 Core Swap**

**Tender NO.: CRA2026-T-005**

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**Issue Date:**

**Wednesday, July 8, 2026**

**Closing Time:**

**Friday, July 17, 2026 by 2:30 PM  
Mountain Time (MT)**

**Closing Location:**

**City Hall**

**Attention: Melissa Wilhelm, Financial Services Manager  
40 - 10th Avenue S, Cranbrook, BC V1C 2M8**

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## INVITATION TO TENDER

### Frick Compressor #1 Core Swap

Sealed Tenders clearly marked on an envelope “**TENDER NO. CRA2026-T-005 Frick Compressor #1 Core Swap**” will be received at the office of the Financial Services Manager, 40 – 10th Avenue South, Cranbrook, BC V1C 2M8 or electronically via BC Bid (“**the Closing Location**”), prior to 2:30 p.m., Mountain Time (MT) on Friday, July 17, 2026 (“**the Closing Time**”).

This Invitation to Tender comprises of the supply and installation of equipment as outlined in Section 2 of this ITT.

Tender documents are available from the City of Cranbrook website [www.cranbrook.ca](http://www.cranbrook.ca) or on BC Bid.

Melissa Wilhelm, CPA, CA  
Financial Services Manager

## 1.0 **INSTRUCTION TO BIDDERS**

### 1.1 **Definitions**

Throughout this Invitation to Tender, the following definitions apply:

- a) “Addenda” means all additional information regarding this ITT including amendments to the ITT;
- b) “BC Bid” means the BC Bid website located at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);
- c) “Bidder” means a person or entity with the legal capacity to contract, that submits, or intends to submit, a tender in response to this ITT;
- d) “City” means the Corporation of the City of Cranbrook;
- e) “Closing Location” includes the location indicated on the cover page of this ITT or BC Bid, as applicable;
- f) “Closing Time” means the closing time and date for this ITT as set out on the cover page of this ITT;
- i) “Invitation to Tender” or “ITT” 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;
- j) “Must, “mandatory, or “required” means a requirement that must be met in order for a tender to receive consideration;
- k) “Tender” means a written response to the ITT that is submitted by a Bidder.

### 1.2 **Delivery of Tenders**

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

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

**Hard Copy Submission:** Bidders may submit one (1) original and one (1) copy of their tender as outlined in Section 1.3 (f) of this ITT.

Email and facsimile submissions will not be accepted.

All tender submissions **MUST** include a completed and signed **Form of Tender** and completed specification sheets.

There will be no public opening for this ITT.

### 1.3 Submission of Tender

- a) Tenders **MUST** be submitted before the Closing Time to the Closing Location using one of the submission methods set out in Section 1.2 of this ITT. The Bidder is solely responsible for ensuring that, regardless of submission method selected, the City receives a complete tender, including all attachments or enclosures, before the Closing Time.
- b) 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.
- c) 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, Bidders should refer to the BC Bid website or contact the BC Bid Helpdesk at 1-800-663-7867 for more information. An electronic tender submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Bidder. Using the e-bidding key of a subcontractor is not acceptable.
- d) The City strongly encourages Bidders using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete tender package and any attachments before the Closing Time.
- e) The Bidder bears all risk associated with delivering its Tender by electronic submission, including but not limited to delays in transmission between the Bidder's computer and BC Bid.
- f) 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.
- g) The Tender **MUST** be signed by the Bidder and should bear the date of signing. If the Bidder is:
  - i. a company, the full company name and the name, signature and title of the authorized signing officer **MUST** appear on the *Form of Tender*;
  - ii. a partnership, all the partners **MUST** sign and print their names on the *Form of Tender*;
  - iii. a limited partnership, one or more of the general partners **MUST** sign and print their name(s) on the *Form of Tender* and include the business name of the partnership; or
  - iv. an individual or sole proprietorship, the individual or sole proprietor **MUST** sign and print their name and where appropriate, include the name of the sole proprietorship.

If requested by the City, the Bidder will provide either proof of signing authority or a notarized partnership declaration.

#### **1.4 Enquiries**

Enquiries related to this ITT, including any requests for information or clarification may only be directed in writing to the following person who will respond if time permits before the Closing Time. 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.

Melissa Wilhelm, Financial Services Manager  
Phone: (250) 489-0265  
Email: [melissa.wilhelm@cranbrook.ca](mailto:melissa.wilhelm@cranbrook.ca)

The cut-off for submitting any questions relating to this ITT will be 48 hours before the Closing Time. Questions received after this time may not be answered.

#### **1.5 Acceptability of Tender**

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

- a) to reject any or all Tenders, or any part thereof;
- b) to reject a Tender even if it is the only one received;
- c) to accept a Tender which is not the lowest Tender;
- d) to accept all or any part of a Tender;
- e) to waive any informality in the Tenders;
- f) where the City determines that all Tender prices are too high, to reject all Tenders; and
- g) to accept any Tender that is in the best interest of the City.

Tenders that are incomplete, illegible, and obscure or contain qualifying words, clauses, omissions or other irregularities may be rejected as informal. In case of mistake in extension of price, unit price will govern.

If a Tender contains a defect or fails in some way to comply with the requirements of the ITT, which in the sole discretion of the City is not material, the City may waive the defect and accept the Tender.

The Tender shall be open for acceptance for a period of sixty (60) days from the date of closing of this ITT.

An acceptance mailed to the successful bidder within the time for acceptance specified above results in a binding contract without further action by either party.

In determining the Tender that provides the best value to the City, the City may consider both the Total Tendered Price and the Bidder's proposed installation timing, including lead time, earliest available start date, expected number of working days on site, and the ability to complete the work with minimal operational disruption to Western Financial Place. The lowest priced Tender will not necessarily be accepted.

## 1.6 **Bid Pricing**

Unless otherwise specified herein by the City of Cranbrook, all prices quoted are to be net prices in Canadian funds including Canadian Customs duties, and are to be F.O.B. including delivery charges to the destination specified by the City.

The City reserves the right to terminate this contract based on unacceptable price increases during the contract period.

## 1.7 **Addenda**

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

## 1.8 **Withdrawal**

Tenders may be withdrawn by written notice only, provided such notice is received by the Financial Services Manager prior to the time set for the opening of tenders. Upon closing time, all tenders become irrevocable. By submission of a Tender, the Bidder agrees that should they be successful, that Bidder will enter into a contract with the City of Cranbrook.

## 1.9 **Amendment of Tenders**

A Bidder may amend or revoke a Tender by giving written notice, delivered by hand, mail, email or fax to:

The Corporation of the City of Cranbrook  
40 – 10<sup>th</sup> Avenue South  
Cranbrook, BC V1C 2M8  
Attention: Financial Services Manager  
Email: [melissa.wilhelm@cranbrook.ca](mailto:melissa.wilhelm@cranbrook.ca)  
Fax: 250-426-4026

An amendment or revocation that is received after the Closing Time shall **NOT** be considered and shall **NOT** affect a Tender as submitted.

An amendment or revocation **MUST** be signed by an authorized signatory of the Bidder.

Any amendment that expressly or by inference discloses the Bidder's Tender price or other material element of the Tender such that, in the opinion of the City, the confidentiality of the Tender is breached, will invalidate the entire Tender.

If an amendment or revocation is sent by fax, the Bidder assumes the entire risk that equipment and staff at the receiving office properly received the fax containing the amendment or revocation before the Closing Time. The City shall not be liable to any Bidder if for any reason a fax is not properly received.

## **1.10 Bid Clarifications**

The City in its sole discretion reserves the right to clarify any bid after closing and prior to award.

## **1.11 Conflict of Interest**

By submitting a Tender, the Bidder warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial relationship or affiliation with any elected or appointed official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict. If such a relationship does exist it must be declared and the City, in its sole discretion, will determine if a conflict of interest exists.

## **1.12 Service Contracts**

If this ITT is for, or includes, a contracted service, Bidders shall note:

### **1.12.1 Liability Insurance**

The successful Bidder must provide to the City proof of minimum \$2 million General Liability Insurance with the City named as an additional insured party. The City reserves the right to modify the type of insurance coverage and amount coverage (which may include increasing the amount of coverage) required to be carried by the successful Bidder.

### **1.12.2 Worksafe BC**

The successful Bidder must provide to the City its Worksafe BC registration number, which must cover all workers, shareholders, directors, partners, subcontractors and other individuals employed or engaged in the performance of the work.

### **1.12.3 Indemnity**

For the purpose of any contract the City may enter into with the successful Bidder, the contractor 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 contractor, its employees, or agents, in the performance by the contractor of the work set out in this ITT. Such indemnification must survive termination of the contract.

## **1.13 Trade Agreements**

This Tender 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.

#### **1.14 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 Bidder 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 Bidder 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.

**2.0 SPECIFICATIONS**

Bidders will supply labour, materials, parts, equipment, supervision and services required to complete the Frick Compressor #1 Core Swap which is located at Western Financial Place, 1777 2<sup>nd</sup> St. N. Cranbrook, BC.

The following specifications are based on the required scope for the Frick Compressor #1 Core Swap. Bidders must indicate how their tender meets or exceeds the requirements and must identify any exclusions, assumptions, additional travel costs, oil supply/removal requirements, core charges, or other potential extra costs.

**Compressor, core, parts, and service package quoted:** \_\_\_\_\_

SPECIFICATIONS BELOW ARE THE MINIMUM REQUIRED, Please Indicate "YES" if unit is supplied as specified. Space is included to detail additional equipment that may be included.

Indicate "NO" if unit is not as specified and give details.

Where a specification indicates “MUST”, this is a mandatory requirement that must be met in order for a tender to receive consideration.

	SPECIFICATIONS	YES/NO	DETAILS
1	<p><b><u>Required Scope of Work:</u></b></p> <ul style="list-style-type: none"> <li>• Supply remanufactured core Frick screw compressor suitable for Frick #1 Screw Compressor, Frick XJF 151.</li> <li>• Supply required parts including coalescer filter, man way gasket, oil filter, oil gaskets, and related materials required for installation.</li> <li>• Pick up core compressor and required parts and mobilize to Western Financial Place.</li> <li>• Isolate and blow down pressure in Frick #1 Screw Compressor.</li> <li>• Set up rigging to safely remove the existing screw compressor.</li> <li>• Remove existing Frick compressor and install remanufactured Frick screw compressor.</li> <li>• Remove oil, oil filter, and coalescer filter; install new oil filter and coalescer filter.</li> <li>• Install new style linear transmitter/potentiometer sealed unit.</li> </ul>		

	SPECIFICATIONS	YES/NO	DETAILS
1	<p><b><u>Required Scope of Work (cont'd):</u></b></p> <ul style="list-style-type: none"> <li>• Reassemble, pressure test for leaks, evacuate compressor, and re-align motor to compressor.</li> <li>• Return compressor to normal operation and run compressor to confirm proper operation.</li> <li>• Clean work area and return/drop off Frick core compressor.</li> </ul>		
2	<p><b><u>Pricing and Cost Breakdown:</u></b></p> <ul style="list-style-type: none"> <li>• Bidders must provide a fixed price breakdown for labour, materials and parts, and other costs.</li> <li>• The quote reference pricing is labour, materials and parts, and other costs.</li> <li>• Bidders must identify whether travel to site is included or excluded and must provide travel rates if billed separately.</li> <li>• Bidders must identify compressor oil supply and used oil removal requirements and costs.</li> <li>• Bidders must identify all potential extra costs, including extra trips, additional labour, isolation valve issues, unforeseen work, and core compressor repair conditions.</li> <li>• Bidders must provide core return pricing for no damage, damaged but rebuildable, and damaged/not rebuildable conditions.</li> </ul>		
3	<p><b><u>Schedule, Install Time, Warranty, and Terms:</u></b></p> <ul style="list-style-type: none"> <li>• Bidders must provide current lead time, earliest available installation date, and proposed start date.</li> <li>• Bidders must provide the estimated number of working days required on site to complete the compressor core swap and return the compressor to normal operation.</li> <li>• Proposed install time will be considered as part of the award evaluation together with Total Tendered Price and the City's operational needs.</li> </ul>		

	SPECIFICATIONS	YES/NO	DETAILS
3	<p><b><u>Schedule, Install Time, Warranty, and Terms (cont'd):</u></b></p> <ul style="list-style-type: none"> <li>• Work is expected to be completed during regular working hours unless otherwise authorized by the City.</li> <li>• Bidders must identify warranty, standard terms and conditions, payment terms, and validity period of the tender.</li> <li>• Bidders must confirm all work will comply with applicable safety requirements, including isolation, pressure release, rigging, leak testing, and return-to-service procedures.</li> </ul>		



**FORM OF TENDER**

**FRICK COMPRESSOR #1 CORE SWAP**

**TENDER NO. CRA2026-T-005**

The undersigned Bidder having carefully read, examined and understood the Instructions to Bidders, Specifications, and City of Cranbrook Standard Terms and Conditions of Purchase, hereby agrees to the same and offers to supply and complete all labour, materials, parts, equipment, supervision, and services required for the project titled “Frick Compressor #1 Core Swap” for the Tendered Price, F.O.B. Western Financial Place, 1777 2<sup>nd</sup> St. N., Cranbrook, BC V1C 7G9:

<b>Item</b>	<b>Tendered Amount</b>
Labour	\$
Materials and Parts	\$
Other Costs (identify)	\$
GST	\$
<b>Total Tendered Price</b>	\$

Core return costs must be identified separately and must not be included in the base tender price unless expressly stated by the Bidder.

<b>Core Return Condition</b>	<b>Cost</b>
Core return has no damage	\$
Core return damaged but rebuildable	\$
Core return damaged and not rebuildable	\$

Our tendered price is valid for 60 days past the Closing Date.

The total cost of the work shall include the supply of labour, materials, parts, supervision, equipment, overhead, plant, profit, mobilization, pressure testing, evacuation, alignment, start-up, clean-up, and all other work required to complete the project as outlined in this ITT. Bidders must clearly identify any exclusions, assumptions, optional costs, travel costs, oil supply/removal costs, core charges, and any costs that may be triggered by damaged or non-rebuildable core compressor conditions.

The Bidder's proposed installation schedule is as follows:

**Lead time from award** \_\_\_\_\_

**Earliest available start date** \_\_\_\_\_

**Estimated working days on site** \_\_\_\_\_

**Estimated date to return compressor to normal operation** \_\_\_\_\_

The City may use this information, together with the Total Tendered Price, to determine the Tender that provides the best value to the City.

The Bidder declares that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons making a Tender for the same work. The Bidder further declares that no member or officer of the City is, shall be, or may become directly interested in any portion of the contract, or in any of the profits to be derived therefrom.

Schedule of Addenda

The Bidder states that he has received the following Addenda which have been considered and taken into account in determining the prices proposed in the Form of Tender. The Addenda are issued by or on behalf of the City.

ADDENDUM #	DATE ISSUED	NUMBER OF PAGES

The Bidder hereby accepts and agrees to these Addenda which form part of the completed ITT.

**Company Name** (please print): \_\_\_\_\_  
(the "Bidder")

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

**Signature of Authorized Representative(s):** \_\_\_\_\_

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

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

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

**THE CORPORATION OF THE CITY OF CRANBROOK  
STANDARD TERMS AND CONDITIONS OF PURCHASE**

**Offer and Acceptance:**

The Supplier, by the acceptance of a contract and/or purchase order enters into a binding agreement of purchase and sale with the City of Cranbrook (the "City") for the supply of the goods and services subject to these terms and conditions.

The City's placement of the contract and/or purchase order with the Supplier is expressly conditioned upon the Supplier's acceptance of all the terms and conditions.

**1. Purchase Orders:**

All purchases of goods and services over \$200 require a purchase order. City staff will provide the Supplier with a purchase order number at the time the order is placed or shortly thereafter. The purchase order authorizes the Supplier to provide only the specified goods and services at the price indicated. In some cases, where there are liability, labour or performance completion issues, the City may require the Supplier to sign a contract.

**2. Required Documentation:**

Failure to meet these requirements may result in the goods and/or invoices being returned at the Supplier's cost.

1. The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists, and correspondence.
2. A packing list must be included with each shipment.
3. A separate invoice must be rendered for each order and for each shipment or delivery. Goods and Services Tax (GST) and Provincial Sales Tax (PST) must be shown separately on the invoice.
4. All applicable transportation charges must be prepaid unless instructions to the contrary appear on the face of the purchase order.
5. Where applicable, serial numbers are to be shown on the invoice including serial numbers of trade-in equipment.
6. The Supplier shall provide all the necessary training and instruction to its personnel, representatives and agents in the storage, handling and use of any product classified as a "Controlled Product" under WHMIS. The Supplier will provide the appropriate labels and material safety data sheets (MSDS) for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization. The Supplier will ensure and fully comply with the Transportation of Dangerous Goods Act and Regulations when shipping goods to the City.

**3. Invoices and Payment:**

Invoices shall be sent to:

City of Cranbrook  
Accounts Payable  
40 -10<sup>th</sup> Ave. S.  
Cranbrook, BC V1C 2M8  
[ap@cranbrook.ca](mailto:ap@cranbrook.ca)

Payment by the City shall be made after final acceptance by the City of the goods and services, notwithstanding any previous passing of title to the goods.

Payment terms are net thirty (30) days and begin the date the Accounts Payable department receives the invoices.

Unless otherwise stated, funds are payable in Canadian dollars.

Prices are to include all packing, handling, taxes, duties and are otherwise all-inclusive.

**4. Customs:**

For any shipments originating outside of Canada, the Supplier shall attach all required customs documents to the shipment. Payment of duties will be as per the terms of the purchase order/contract. The City's Custom Broker Contact Information: H.H. Smith Ltd., P.O. Box 30, Coutts, AB, T0K 0N0. Phone (403) 344-3822, Fax (403) 344-3027.

**5. Delivery:**

Time is of the essence. The Supplier must immediately advise the City of a shortage or delay of any kind. If delivery of goods and services is not completed by the date required, the City reserves the right to terminate this contract and/or purchase order in whole or in part and to purchase substitute goods and services elsewhere and charge the Supplier with any incidental or consequential damages that might be incurred.

The City shall not be liable for failure to take delivery of the goods and/or services ordered herein due to force majeure, labour difficulties, acts of God, fortuitous events or other causes of a like or unlike nature reasonably beyond its control. Deliveries not taken during such period may be eliminated from this order at the City's option without liability on its part.

**6. Changes/Modifications/Termination:**

The City reserves the right at any time, to cancel or terminate this order in whole or in part by written or verbal notice confirmed in writing, or to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract and/or purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this contract and/or purchase order shall be binding upon the City unless in writing and signed by the City's authorized agent.

**7. Inspection**

All goods and services purchased hereunder are subject to inspection and approval upon delivery at the City's place of business. The City reserves the right to reject and refuse acceptance of goods and services which are not in accordance with the City's specifications or not in compliance with the Supplier's warranty (expressed or implied). Goods not accepted will be returned to the Supplier at the Supplier's expense. Payment for any good or service hereunder shall not be deemed an acceptance thereof. In the event the City judges the quality of the article, material or service to be deficient, the City may cancel the order by returning the goods at the Supplier's expense and debiting the Supplier's account with the original purchase cost.

**8. Title:**

The City shall not be deemed to accept the merchandise until the City actually receives, inspects and accepts such merchandise at its place of business. Insofar as the order specifies FOB point, the City shall accept title for the goods at that point only. Materials not sold FOB destination must be prepaid and charged. Transportation charges, other than postage, must be supported by documentation. Materials shipped parcel post must be insured. COD charges will not be accepted.

**9. Risk of Loss:**

Risk of loss or damage of the goods and services provided under this contract and/or purchase order shall not pass to the City until delivery at its place of business.

**10. Holdback:**

For the supply of both materials and services, holdback of payment may be made in accordance with the requirements of the *Builder's Lien Act of BC*.

**11. Shipping containers:**

All packing cases, bales and cartons, etc. in which the articles or materials may be shipped shall become, without charge, the City's property on receipt, unless otherwise stipulated.

## **12. Warranty:**

Without limitation to any additional warranties provided by the Supplier, whether indicated on the face of the purchase order or otherwise provided, the Supplier warrants that:

1. All goods shall be of merchantable quality and free from defects in workmanship and materials;
2. All goods shall strictly conform to applicable samples, specifications and drawings;
3. All goods and services shall be fit for the purpose intended by the City;
4. All goods shall be free and clear of all liens, charges and encumbrances;
5. The goods and services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies;
6. The shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and
7. The goods and services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified in the contract and/or on the purchase order or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the goods and services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the goods or services furnished by the Supplier, or is the goods and services do not conform to the terms and conditions of the contract and/or purchase order, the City may at its option:

1. Require the Supplier to promptly replace, redesign or correct the defective and non-conforming goods and services at no expense to the City, or
2. The City may replace or correct the defective goods and services and charge the Supplier with all expenses incurred by the City. The Supplier agrees to indemnify and save harmless the City, its members, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Supplier hereunder.

## **13. Assignment:**

No right of interest in this contract and/or purchase order shall be assigned by either party without the written consent of the other, and no delegation of any obligation owed, or of the performance of any obligation by either the City or Supplier shall be made without the written consent of the other party.

## **14. Imports:**

If the Supplier manufactures or purchases any goods involved in this contract, outside of Canada, he must ensure that he, his agent, or representative is the "Importer of Record" for customs purposes.

## **15. Tax and Duties:**

The Supplier agrees that all Canadian Goods and Services Tax (GST) Provincial Sales Tax (PST) and/or Customs Duty entitlement provided for by the Excise Tax and/or Customs Tariff Acts and all tax duty rate decreases and/or exemptions, resulting from amendments reclassifications, remissions or clarifications thereof on tax and/or duty - applicable priced goods/materials involved, whether recognized or not at the time the order is awarded, shall be passed onto the City. Otherwise said order is based on the specific GST/HST and/or Customs Duty status shown, which must be adhered to and all invoice billings must agree accordingly.

## **16. Insurance:**

All Suppliers/Contractors providing services to the City are required at a minimum to carry \$2,000,000 Commercial General Liability Insurance with the City of Cranbrook named as an additional insured party. The City reserves the right to modify the type of insurance coverage and the coverage amount required to be carried by the Supplier/Contractor. Proof of insurance must be provided to the City prior to commencement of work.

## **17. Business License:**

All Suppliers/Contractors conducting business within City limits will have a valid City of Cranbrook business license if required as per City of Cranbrook Business License Bylaw No. 3194 as amended from time to time or replaced. The Canadian Rockies International Airport is considered within City limits.

**18. Worksafe BC:**

The Supplier/Contractor shall maintain an account in good standing with Worksafe BC and shall, upon City request, provide a letter from Worksafe BC so stating, prior to commencement of work. The Supplier/Contractor shall ensure compliance by both itself and its Sub-contractors with the *Worker's Compensation Act* and regulations.

**19. Patents:**

The Supplier undertakes and agrees to defend at Supplier's own expense, all suits, actions or proceedings in which the City or the users of any of the City's merchandise are made defendants for actual or alleged infringement of any US, Canadian or foreign letters patent resulting from the use or sale of the items purchased hereunder, and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against such defendants herein.

**20. Gifts, Gratuities, and Staff Discounts:**

The City of Cranbrook has strict standards against City employees accepting gifts, gratuities or staff discounts as a result of their employment with the City. Items of nominal value, such as pens and calendars, used in the course of employment are exempt.

**21. Indemnification:**

The Supplier, by acceptance of the contract and/or purchase order, shall indemnify and hold harmless the City of Cranbrook, its agents, and employees, from and against all loss or expense by reason of the liability imposed by law upon the City of Cranbrook its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work.

**22. Conflict of Interest:**

It is the Supplier's sole responsibility to disclose to the City in writing, prior to supplying goods and/or services, any actual, perceived, 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.

**23. Compliance with Laws:**

In accepting the contract and/or purchase order, the Supplier represents that it has complied and will continue during the performance of this contract and/or purchase order to comply with the provisions of applicable third party contracts, and all applicable federal, provincial and municipal laws and regulations. The laws of British Columbia govern this agreement.

**24. Freedom of Information:**

The City of Cranbrook is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. All Suppliers are therefore advised that any invoices, quotes, price offers or estimates received by the City will be treated as a public document and the contents therein may be disclosed upon written request if required to do so pursuant to the Act.