



**CITY OF CRANBROOK**

**Request for Proposals**

**Mechanized Garbage Collection Trucks**

**RFP NO.: CRA2023-R-002**

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**Issue Date:**

**Monday, February 6, 2023**

**Closing Time:**

**Monday, February 27, 2023 by 2:30 PM  
Mountain Time (MT)**

**Closing Location:**

**City Hall**

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

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

### **1.1 Request for Proposals**

The Corporation of the City of Cranbrook is seeking proposals from qualified parties for the provision of three (3) identical mechanized garbage collection trucks and software to support their operation.

The City of Cranbrook provides curbside garbage collection services to 6,332 dwellings divided into five (5) collection zones in Cranbrook, BC. In 2021, 2,414 tonnes of garbage were transported by garbage trucks from dwellings to the Cranbrook Transfer Station. The City's fleet of garbage trucks is aging and due for replacement, and the City desires to transition to an automated, mechanized collection system to reduce workplace injuries and operational costs.

The City currently has a fleet of single rear axle trucks, and wishes to acquire new single axle trucks in order to minimize capital costs, fuel costs, and operator licensing requirements, while maximizing maneuverability. The City also wishes to acquire software that will assist in providing safer and more effective service delivery.

### **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) "BC Bid" means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);
- c) "City" means the Corporation of the City of Cranbrook;
- d) "Closing Location" includes the location indicated on the cover page of this RFP or BC Bid, as applicable;
- e) "Closing Time" means the closing time and date for this RFP as set out on the cover page of this RFP;
- f) "Contract" means the written agreement, or Purchase Order resulting from the RFP executed by the City and the successful proponent;
- g) "Contract Administrator" means the City staff member who has been duly hired by the City of Cranbrook to fulfill the duties of that position or his/her designated representative;
- h) "Contractor" or "Consultant" means the successful proponent selected from this RFP who enters into a contract with the City;
- i) "Must", "mandatory", or "required" means a requirement that must be met in order for a proposal to receive consideration;
- j) "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;
- k) "Proposal" means a written response to the RFP that is submitted by a Proponent;
- l) "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; and
- m) "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 (f) of this RFP.

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**

- a) 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.
- 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, 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.
- d) 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.

- e) 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.
- 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.

**(TO HELP IDENTIFY YOUR SUBMISSION, WE ASK THAT YOU PLEASE CUT OUT THE LABEL BELOW AND AFFIX THIS LABEL TO THE OUTSIDE OF YOUR PROPOSAL SUBMISSION)**

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 MOUNTAINS OF OPPORTUNITY <b>CRANBROOK</b>	
City of Cranbrook 40 10 <sup>th</sup> Avenue South Cranbrook, BC V1C 2M8	
Attention: Melissa Smith, Financial Services Manager	
<b>REFERENCE NUMBER:</b>	CRA2023-R-002
<b>PROJECT NAME:</b>	Mechanized Garbage Collection Trucks
<b>CLOSING DATE:</b> Monday, February 27, 2023	<b>CLOSING TIME:</b> 2:30:00 P.M. MOUNTAIN 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.

- a) Title Page, showing Proponent's name, contact person and title, address and contact information;
- b) Completed *Summary Form of Proposal* (**signature required - mandatory**); and
- c) Completed specification requirements as outlined in Sections 2.1 – 2.3.

### 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 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 Smith, Financial Services Manager  
Phone: (250) 489-0265  
Email: [msmith@cranbrook.ca](mailto:msmith@cranbrook.ca)

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

### 1.7 **Environmental Considerations for Proposal Delivery:**

The City encourages Proponents to consider submitting an electronic proposal. When submitting in hard copy, the City encourages Proponents to consider environmental stewardship, as per the following:

- Hard copy proposals should be double side printed on paper that is post-consumer recycled content or forest stewardship certified;
- Thin proposals should be stapled rather than bound;
- Binding, where required, should be comb-type rather than plastic or wire spiral for ease of separating to shred and recycle; and
- Binders, where required, should be free from adhered labels (for ease of re-use), and/or be made of post-consumer recycled content.

**2. SPECIFICATIONS**

The proposal should be prepared simply and economically. While additional data may be presented, the following Sections 3.1 – 3.3 **MUST** be included. They represent the criteria against which the Proposal will be evaluated. The Proponent may include additional information that demonstrates its ability to undertake the specific deliverables for this project.

The tables below provided are for convenience purposes and need not be used exactly as presented, provided that the Proponent is clear as to which information is addressing specifically which subsections. Proponents are encouraged to indicate how aspects of their proposal meet or exceed the specifications.

**2.1 Chassis**

The table below indicates the desired specifications. Please indicate "YES" if unit is supplied as specified, and "NO" if unit is not as specified. Space is included to provide details of any equipment that may be included.

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

Provide proposals for three (3) identical units (new equipment only), and software to support their operation.

**Year, Make and Model of units quoted:** \_\_\_\_\_

	<b>SPECIFICATIONS</b>	<b>YES/NO</b>	<b>DETAILS</b>
2.1.1	<b><u>Vehicle Configuration:</u></b> a) Conventional Chassis b) <b>MUST</b> have left hand steering location		
2.1.2	<b><u>Truck Service:</u></b> a) Chassis constructed to accommodate refuse body		
2.1.3	<b><u>Engine:</u></b> a) <b>MUST</b> have Cummins ISB engine, capable of producing sufficient torque to support operation of refuse body as intended. Please specify requirements of refuse body and output of engine in relation to these requirements		
2.1.4	<b><u>Engine Equipment:</u></b> a) Alternator is adequately sized to accommodate the chassis and refuse body b) Batteries are adequately sized to accommodate the chassis and refuse body		

	<b>SPECIFICATIONS</b>	<b>YES/NO</b>	<b>DETAILS</b>
2.1.4	<p><b><u>Engine Equipment (cont'd):</u></b></p> <ul style="list-style-type: none"> <li>c) Cummins Intebrake compression brake with on/off and low/medium/High retardation level.</li> <li>d) 1500 watt/115 volt block heater</li> </ul>		
2.1.5	<p><b><u>Transmission:</u></b></p> <ul style="list-style-type: none"> <li>a) <b>MUST</b> have Allison automatic transmission, suitable for the chassis and refuse body</li> </ul>		
2.1.6	<p><b><u>Front Axle and Equipment:</u></b></p> <ul style="list-style-type: none"> <li>a) Front axle suitable to accommodate refuse body</li> <li>b) Capable of tight cornering and manoeuvring. Please provide wheelbase and maximum steering angle</li> <li>c) Bendix ADB22X Air disc front brakes, or equivalent</li> <li>d) Front disc brake rotors</li> <li>e) Front brake dust shields</li> <li>f) TRW THP-60 power steering with RCH45 auxiliary gear, or equivalent</li> <li>g) 4-quart power steering reservoir</li> </ul>		
2.1.7	<p><b><u>Rear Axle and Equipment:</u></b></p> <ul style="list-style-type: none"> <li>a) <b>MUST</b> have single rear axle, suitable to accommodate refuse body</li> <li>b) Bendix ADB22X air disc rear brakes, or equivalent</li> <li>c) Rear brake rotors</li> </ul>		
2.1.8	<p><b><u>Rear Suspension:</u></b></p> <ul style="list-style-type: none"> <li>a) Airliner rear suspension with chain clearance, or equivalent, to accommodate maximum load of chassis and body</li> <li>b) Manual dump valve for air suspension with gauge</li> </ul>		
2.1.9	<p><b><u>Brake System:</u></b></p> <ul style="list-style-type: none"> <li>a) Wabco 4S/4M ABS, or equivalent</li> <li>b) Air Dryer frame mounted</li> </ul>		
2.1.10	<p><b><u>Wheelbase &amp; Frame:</u></b></p> <ul style="list-style-type: none"> <li>a) Wheelbase and frame accommodate refuse body and provide adequate capacity to collect refuse</li> </ul>		



	<b>SPECIFICATIONS</b>	<b>YES/NO</b>	<b>DETAILS</b>
2.1.11	<p><b><u>Chassis Equipment:</u></b></p> <ul style="list-style-type: none"> <li>a) 14-inch steel bumper with collapsible ends</li> <li>b) Front tow hooks – frame mounted</li> <li>c) Bumper mounting for license plates</li> </ul>		
2.1.12	<p><b><u>Fuel Tanks:</u></b></p> <ul style="list-style-type: none"> <li>a) Minimum 60 gallon/227 litre aluminium fuel tank</li> </ul>		
2.1.13	<p><b><u>Tires:</u></b></p> <ul style="list-style-type: none"> <li>a) Michelin X Incity Z or equivalent urban service steer tires. Preference for tires that perform well in all weather. Ply rating suitable for supporting chassis and body</li> <li>b) Michelin X Multi D or equivalent urban service drive tires. Preference for tires that perform well in all weather. Ply rating suitable to support chassis and body</li> </ul>		
2.1.14	<p><b><u>Hubs:</u></b></p> <ul style="list-style-type: none"> <li>a) Conmet pre-set plus iron front and rear hubs, or equivalent</li> </ul>		
2.1.15	<p><b><u>Wheels:</u></b></p> <ul style="list-style-type: none"> <li>a) Aluminium wheels</li> </ul>		
2.1.16	<p><b><u>Cab Exterior:</u></b></p> <ul style="list-style-type: none"> <li>a) Air cab mounts</li> <li>b) LH and RH grab handles</li> <li>c) Tunnel/firewall liner</li> <li>d) Single air horn</li> <li>e) Dual power, heated mirrors</li> <li>f) Left and right hood mirrors</li> <li>g) RH down view mirror</li> <li>h) Power door window regulators</li> <li>i) Tinted windshield</li> <li>j) 2-gallon windshield washer reservoir</li> </ul>		
2.1.17	<p><b><u>Cab Interior:</u></b></p> <ul style="list-style-type: none"> <li>a) 2-1/2 lb fire extinguisher</li> <li>b) First aid kit</li> <li>c) Valeo heavy duty air conditioner compressor, or equivalent</li> <li>d) Cab door latches with power door locks</li> </ul>		

	<b>SPECIFICATIONS</b>	<b>YES/NO</b>	<b>DETAILS</b>
2.1.17	<p><b><u>Cab Interior (cont'd):</u></b></p> <ul style="list-style-type: none"> <li>e) Basic high back air suspension driver seat with mechanical lumbar and integrated cushion extension</li> <li>f) Basic high back non suspension passenger seat with fore and aft adjustment</li> <li>g) Dual driver seat armrests and inboard passenger seat armrest</li> <li>h) Vinyl seats</li> <li>i) 2-Way ICOM radio installed with city channels</li> <li>j) Adjustable tilt and telescoping steering column</li> <li>k) 4-spoke 18 inch (450mm) steering wheel</li> <li>l) Driver and passenger interior sun visors</li> </ul>		
2.1.18	<p><b><u>Instruments &amp; Controls:</u></b></p> <ul style="list-style-type: none"> <li>a) 97 DB backup alarm</li> <li>b) Key operated ignition switch</li> <li>c) Transmission oil temperature gauge</li> <li>d) AM/FM radio with front and rear auxiliary inputs with hands free Bluetooth</li> <li>e) (2) radio speakers in cab</li> </ul>		
2.1.19	<p><b><u>Colour:</u></b></p> <ul style="list-style-type: none"> <li>a) Cab colour A: L0006EB White Elite BC, or equivalent.</li> <li>b) Base coat clear coat paint</li> </ul>		
2.1.20	<p><b><u>Certification/Compliance:</u></b></p> <ul style="list-style-type: none"> <li>a) <b>MUST</b> have Canada CMVSS Certification</li> </ul>		
2.1.21	<p><b><u>Hydraulics &amp; Controls:</u></b></p> <ul style="list-style-type: none"> <li>a) Hydraulics are suitable to support the effective and reliable operation of the refuse body</li> <li>b) Controls are suitable and ergonomic to operate the refuse body, by people of various heights</li> </ul>		
2.1.22	<p><b><u>Miscellaneous:</u></b></p> <ul style="list-style-type: none"> <li>a) Fenders (poly, stainless steel, aluminium or minimizer)</li> <li>b) Tool box aluminium 24" x 18" x 18"</li> </ul>		

	<b>SPECIFICATIONS</b>	<b>YES/NO</b>	<b>DETAILS</b>
2.1.23	<b><u>Lights:</u></b> a) Backup LED lights b) Strobe light on front and rear fenders, both sides c) Strobe lights on upper and lower tailgate d) Strobe lights activate automatically when collection arm is operating, or garbage is being unloaded from the body e) Brake lights f) Turn signal indicators lights g) Headlights, high and low beams h) Daytime running lights i) Marker lights		

**2.2 Refuse Body**

The table below indicates the desired specifications. Please indicate "YES" if unit is supplied as specified, and "NO" if unit is not as specified. Space is included to provide details of any equipment that may be included.

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

Subscription fees should be included where applicable.

	<b>SPECIFICATIONS</b>	<b>YES/NO</b>	<b>DETAILS</b>
2.2.1	<b><u>Refuse Body:</u></b> a) Refuse body and chassis provide a suitable capacity for refuse. Please provide the maximum volume, maximum mass of garbage, and compaction rate b) Fully automated collection arm on right side capable of 8 seconds per lift cycle c) Arm maximum reach of at least 8 feet d) Arm maximum weight of at least 500 pounds at full extension e) Preference for gripper capable of collecting 120L – 360L rectangular bins without exchanging parts		

	<b>SPECIFICATIONS</b>	<b>YES/NO</b>	<b>DETAILS</b>
2.2.1	<p><b><u>Refuse Body (cont'd):</u></b></p> <ul style="list-style-type: none"> <li>f) <b>OPTIONAL:</b> Gripper capable of collecting 300 gallon bins. Please provide specifications for range of rectangular bin sizes that this gripper is able to accommodate</li> <li>g) Hopper wind shield</li> <li>h) <b>MUST</b> be capable of dumping or ejecting the contents of the body without exceeding 15 feet of total vertical clearance (including height of chassis). Please specify clearance</li> <li>i) Steps or access ladder to access hopper</li> <li>j) Right side mounted rack for broom and shovel</li> <li>k) Arm can operate while vehicle is at idle</li> <li>l) Colour to match chassis (white)</li> <li>m) Automatic tailgate latches</li> </ul>		
2.2.2	<p><b><u>Cameras, Tracking and Software:</u></b></p> <ul style="list-style-type: none"> <li>a) Camera positioned to view contents of carts being tipped</li> <li>b) Camera positioned to aid with reversing of the vehicle</li> <li>c) Camera positioned to aid with quickly aligning the arm with the carts for collection</li> <li>d) Camera positioned on the right hand side of the vehicle, at the back, facing forward, to provide driver with view of right hand side of vehicle (such as clearances to parked vehicles, arm position)</li> <li>e) Camera positioned at front of vehicle facing forwards</li> <li>f) Driver has live view of cameras specified in a), b), c) and d), either simultaneous or rapid and intuitive to switch view</li> <li>g) All cameras have sufficient low light visibility to allow reliable data collection and safe operation in the dark. If camera sensitivity in low light is not high, supplementary lighting can be proposed</li> </ul>		

	<b>SPECIFICATIONS</b>	<b>YES/NO</b>	<b>DETAILS</b>
2.2.2	<p><b><u>Cameras, Tracking and Software (cont'd):</u></b></p> <ul style="list-style-type: none"> <li>h) Camera footage is recorded and is accessible for at least one month</li> <li>i) Software can provide collection service verification by providing picture and GPS location of collected carts</li> <li>j) In-cab interface provides ability for driver to rapidly record location, with a picture and GPS coordinates, for missing or uncollectable carts</li> <li>k) GPS location of trucks can be provided live to TrakSave (Alamein)</li> <li>l) Sensors and software provide a means to track inventory of carts, through RFID or other means</li> <li>m) <b>OPTIONAL:</b> Software can recognize and flag traffic violations and collisions</li> <li>n) <b>OPTIONAL:</b> Software can recognize and flag contamination in recycling and organic waste collection streams from individual carts</li> </ul>		

2.3 **Customer Support**

	<b>SPECIFICATIONS</b>	<b>YES/NO</b>	<b>DETAILS</b>
2.3.1	<p><b><u>Warranty:</u></b></p> <ul style="list-style-type: none"> <li>a) In-service date <b>MUST</b> be the same as the delivery date</li> <li>b) <b>MUST</b> include 1 year warranty for both the chassis and refuse body. Please disclose which parts are considered to be normal wear items that are excluded from warranty coverage</li> <li>c) <b>OPTIONAL:</b> Extended warranty for the chassis and/or refuse body (can provide multiple options for duration and what is covered)</li> </ul>		
2.3.2	<p><b><u>Dealer support:</u></b></p> <ul style="list-style-type: none"> <li>a) Truck chassis <b>MUST</b> be able to be serviced at a local Cranbrook dealer with a service shop that employs factory qualified service technicians. Please note service locations within Cranbrook. Additional points will be earned if the refuse body can be serviced locally.</li> </ul>		

	<b>SPECIFICATIONS</b>	<b>YES/NO</b>	<b>DETAILS</b>
2.3.2	<p><b><u>Dealer support (cont'd):</u></b></p> <ul style="list-style-type: none"> <li>b) Senior technicians to support repairs and servicing of both the body and the chassis are well qualified for the work that they perform (provide resumes for key personnel)</li> <li>c) Rapid mobile service is available (provide depot location, callout procedure, and target or guaranteed response times)</li> <li>d) Dealer of refuse body carries an extensive inventory of parts for the body and can ship such parts to the City in a timely fashion</li> <li>e) Build book to be provided to City technicians, printed and electronic version, not requiring a paid subscription to access. Manual to include parts diagrams, and maintenance and repair manual for both the chassis and the refuse body. Please provide the table of contents for the build manual for the chassis and the refuse body, 1 sample of a procedure for the chassis, 1 sample of a procedure for the refuse body, and 1 sample of a parts diagram for the refuse body. Full build manual need not be included with the proposal.</li> </ul>		
2.3.3	<p><b><u>Training</u></b></p> <ul style="list-style-type: none"> <li>a) 2 days of safety training course for up to eight (8) operators, with certificate</li> <li>b) 1 day training for software for up to six (6) office staff. Can be divided into multiple shorter sessions</li> <li>c) Trainers are qualified to perform training specified in a) and b). Please provide resumes and/or qualifications</li> </ul>		
2.3.4	<p><b><u>Delivery</u></b></p> <ul style="list-style-type: none"> <li>a) Delivery of units can occur in a reasonable time period. Proposals with an earlier date of delivery that provide evidence demonstrating such a date is feasible will be given preference in this area. Proponents providing a financially-backed guaranteed date will be given the most preference in this area (such as a late penalty of 5%).</li> </ul>		

### 3. **EVALUATION CRITERIA**

Evaluation of proposals will be by a committee formed by the City and may include employees and contractors of the City and other appropriate participants.

The City’s intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including all mandatory and weighted criteria.

#### 3.1 **Mandatory Criteria**

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>
a) The proposal must be received at the Closing Location before the Closing Time.
b) The proposal must be in English.
c) The proposal must be submitted using one of the submission methods set out in Section 1.3 of this RFP.
d) Hard copy submissions must be received in a sealed envelope.
e) The proposal must include a signed copy of the <i>Summary Form of Proposal</i> .
f) All specifications in Section 2 that indicate “ <b>MUST</b> ” in the description.

#### 3.2 **Evaluation Criteria**

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

<b>Weighted Criteria</b>	<b>Weight</b>
Chassis (Section 2.1)	10
Refuse Body (Section 2.2)	30
Customer Support (Section 2.3)	25
Price ( <i>Summary Form of Proposal</i> )	50
<b>TOTAL</b>	<b>115</b>

#### 3.3 **Price Evaluation**

Only proposals that meet all mandatory requirements and minimum scores will be evaluated. The lowest overall price will be awarded all the points allocated to price. All other proposals will be evaluated using the following formula:

$$\frac{\text{Lowest Overall Price}}{\text{This Proposal's Overall Price}} \times \text{Maximum points available}$$

Where subscription fees apply, they must be specified in the relevant section of the proposal and included on the *Summary Form of Proposal*. Subscription fees will be multiplied to the cost expected over eight years and added to the price for evaluation.

Optional portions of the specifications must have the price for the option listed separately from the total, and included on the *Summary Form of Proposal*. Optional items will not be considered in the total price for evaluation.

#### **4. TERMS AND CONDITIONS**

##### **4.1 Acceptance of Terms and Conditions**

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

##### **4.2 Addenda**

All Addenda will be posted on the City's website and 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.

##### **4.3 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.

##### **4.4 Proposal Validity**

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

##### **4.5 Firm 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 as indicated.

##### **4.6 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 Contractor at no additional charge.



#### **4.7 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. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the City for purposes of clarification.

#### **4.8 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.

#### **4.9 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.

#### **4.10 No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the City in any way to award a Contract.

#### **4.11 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 waive any non-material irregularity, defect or deficiency in a proposal;
- d) 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;
- e) 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;
- f) at any time, to reject any or all proposals; and
- g) 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.

#### 4.12 **Contract**

By submitting a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the City.

Written notice to a Proponent that is has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the good or services until the occurrence of both such events.

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.

#### 4.13 **No Guarantee of Volume of Work or Exclusivity of Contract**

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the successful proponent will not be an exclusive contract for the provision of the goods or services described in Section 2. The City may contract with others for goods and services the same as or similar to those described in Section 2 or may obtain such goods and services internally.

#### 4.14 **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.

#### 4.15 **Workers Compensation Act**

The Contractor must provide to the City their Worksafe BC registration number and a Letter of Clearance. The Contractor 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 on City property.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor, 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 Contractor, may terminate the Contract.

#### **4.16 Indemnity and Liability Insurance**

For the purpose of any Contract the City may enter into with the successful Proponent, 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 this RFP. Such indemnification must survive termination of the Contract.

The Contractor must provide to the City proof of \$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 Contractor.

#### **4.17 Compliance with Laws and Permits**

The Contractor must apply and pay for all necessary permits or licenses, including City of Cranbrook Business License, required for the execution of the work. The Contractor 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 Contractor 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.

#### **4.18 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.

#### **4.19 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.

#### **4.20 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:** **CRA2023-R-002**

**NAME OF PROJECT:** **MECHANIZED GARBAGE COLLECTION TRUCKS**

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**DESCRIPTION**

Tendered per Unit Price (not including optional items) \$ \_\_\_\_\_

GST \$ \_\_\_\_\_

PST \$ \_\_\_\_\_

**TOTAL COST PER UNIT** \$ \_\_\_\_\_

**OPTIONAL ITEMS** (Price excluding taxes):

**A) Gripper** – as described in Section 2.2.1 (f) \$ \_\_\_\_\_

**B) Software** – as described in Section 2.2.2 (m) \$ \_\_\_\_\_

**C) Software** - as described in Section 2.2.2 (n) \$ \_\_\_\_\_

**D) Extended Warranty** - as described in Section 2.3.1 (c) \$ \_\_\_\_\_

Subscription fees (if applicable) \$ \_\_\_\_\_

**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, Specifications, and City of Cranbrook Standard Terms and Conditions of Purchase;
- b) The Proponent agrees that they have reviewed and considered all Addenda (if any) and have taken that into account with determining the price(s) proposed above;
- c) The Proponent agrees to supply and deliver, complete, F.O.B destination, the specified product(s) listed above;
- d) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- e) 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** \_\_\_\_\_

**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 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.