



**City of White Rock
Request for Quotation:**

**Supply and Deliver of (3) Three SIDE LOADING, DUAL STEER,
REFUSE COLLECTION TRUCKS c/w 2020 or Newer Ford F550 XL
4X4 Cab and Chassis 8,845 kg GVW**

RFQ Reference No.: WR19-057

Closing Date: Friday, January 24, 2020

2:00 PM local time

Technical enquiries concerning this request for quotation shall be directed to:

Jim Miki, Garage Foreman
jmiki@whiterockcity.ca

All other enquiries shall be directed to:

Dustin Abt, Manager, Public Works
dabt@whiterockcity.ca

Engineering and Municipal Operations Department,
City of White Rock

Engineering and Municipal Operations
P: 604.541.2181 | F: 604.541.2190
877 Keil Street, White Rock BC, Canada V4B 4V6

City of White Rock
15322 Buena Vista Avenue, White Rock BC, Canada V4B 1Y6

WHITE ROCK
My City by the Sea!
www.whiterockcity.ca

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of White Rock (the "City") invites contractors to provide a quotation on the form attached as Schedule C (the "Quotation") for the supply of the goods described in Schedule A (the "Goods"). The description of the Goods sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition; also include goods or terms that exceed the minimum requirements. The City will also accept for review and consideration other similar equipment types that may, in the contractor's view, perform better than that which is being asked to quote on.

2. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name, RFQ title and number.
A Quotation should be submitted in the form attached to this RFQ as
Schedule C – Quotation.

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

(a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file to the City by email at operations@whiterockcity.ca

PDF emailed Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone to confirm receipt. A Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation.

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and one (1) copy (two (2) in totals) which should be delivered to the City at the following location:

Address: City of White Rock
Engineering and Municipal Operations Department
877 Keil St. White Rock B.C. V4B 4V6

3. DATE

The City would prefer to receive Quotations on or before Friday, January 24, 2020. The Engineering and Municipal Operations Department office hours are 8:00 a.m. to 4:30 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

Technical enquiries concerning this request for quotation shall be directed to:

Jim Miki, Garage Foreman
jmiki@whiterockcity.ca

All other enquiries shall be directed to:

Dustin Abt, Manager, Public Works
dabt@whiterockcity.ca

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City will issue a written addendum that will form part of this RFQ. Upon submitting a Quotation, Contractors will be deemed to have received notice of all addenda.

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of a Quotation. The City may negotiate changes to any terms of a Quotation, including terms in Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

7. ACCEPTANCE

A Quotation will be an offer to the City, which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the Authorized Signatory and the Purchasing Representative have signed on behalf of the City. Delivery of the signed Quotation by the City may be by fax or pdf email. In that event, the resulting contract will be comprised of the documents included in the definition of Agreement in Schedule B – General Terms and Conditions.

8. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFQ. The City will not be

liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

9. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods.

10. CONFLICT OF INTEREST

A Contractor must disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

11. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF

Contractors and their agents will not contact any member of the City Council or City staff with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ.

12. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

13. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted.
- (b) If the Contractor is a partnership or joint venture, the name of the partnership or joint venture, including the name of each partner or joint venturer should be included. Each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above;
or

- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

PRICES

All prices submitted shall be for the entire equipment described in Schedule A with options shown separately, where permitted.

Prices shall be shown on the Quotation form with GST/PST, Environmental Taxes and Levies. The Contractor shall state the length of time that submitted price(s) will be held firm effective from the closing date.

Prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage fees, royalties, handling charges, overhead, profit and all other costs included.

Fluctuations in GST/PST or Environmental Tax Rates will be allowed.

Prices to be quoted in Canadian currency, the lowest or any Quotation may not necessarily be accepted.

15. MULTIPLE PREFERRED CONTRACTORS

The City reserves the right and discretion to divide up the Goods, either by scope, geographic area, or other basis as the City may decide, and to select one or more preferred Contractors to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Goods. If the City exercises its discretion to divide up the Goods, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

In addition to any other provision of this RFQ, Quotations may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Goods and entering into one or more Contracts with one or more Quotations.

16. BRAND NAME SPECIFICATIONS AND/OR REFERENCES

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict Contractors to that manufacturer or specific article unless limited by the term “no substitute”. However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the Contractor shall warrant to the City that it is fit for that purpose. Quotations on comparable items must clearly state the exact article being offered, including any and all applicable options and the Contractor shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the Contractor does not indicate that the article offered is other than as specified, it will be understood that the Contractor is offering the

article exactly as specified. Contractors should complete documentation on the specifications and quality levels of the proposed products. Quotations submitted that do not contain this documentation may be subject to rejection.

SCHEDULE A SPECIFICATIONS OF GOODS

PROJECT TITLE: Supply and Delivery of Three (3) Side Loading Refuse Collection Trucks
PROJECT No.: **WR19-057**

1. GENERAL DESCRIPTION

It is the intent of this specification to provide for the purchase of three new and unused single axle 4 x 4 side loading refuse trucks with dual steer. Complete with dump box, a side hopper and a cart dumper. The successful Contractor shall coordinate and act as project manager for the build and supply of the side loading refuse collection trucks.

It is to have a standard road package that meets all legal requirements for operation on public roadways, including the BC Motor Vehicle Act, the federal Motor Vehicle Safety Act, Work Safe BC Regulations, and to be built in accordance with SAE standards.

2. EQUIVALENT PRODUCT

Quotations will be accepted for consideration on any make or model that is equal or superior to the truck chassis specified. Decisions of equivalency will be at the sole interpretation of the Manager, Public Works. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the Quotation, or the quotation will be deemed "non-responsive" and rejected without further review. Contractor must be prepared to demonstrate a unit similar to the one quoted, if requested.

3. DELIVERY

The truck including the body shall be delivered F.O.B. Destination, Freight Prepaid, to the City of White Rock in first class operating condition. Contractor shall state delivery time after receipt of order.

4. QUALITY

The truck and body shall be manufactured by a company with a registered quality standard no less than ISO 9001.

5. SERVICE & PARTS

There must be a service center approved for all facets of maintenance and warranty located within 60 kilometers of the City of White Rock, BC. If not, please state the means with which this service will be provided. Parts must be available within 24 hrs. for “truck down” situations and 72 hours for regular maintenance items. If not, please state your parts availability

SECTION A – BODY SPECIFICATIONS

<u>REFERENCE</u>	<u>CITY OF WHITE ROCK MINIMUM SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>	<u>DEVIATIONS</u>
1. Basic Requirements	<ul style="list-style-type: none"> Single person operated right hand side loader refuse packer/body suitable for mounting to 19,500 lb (8,845 kg) minimum GVWR cab and chassis The unit must have an established performance record for the application described that includes the severest of cold climate conditions to -40° F (-40° C) and warm climate conditions to +104° F (+40° C) 	_____	_____	_____
2. Body & Hopper Capacities	<ul style="list-style-type: none"> > 12 cu m total body capacity > .75 cu m hopper capacity > 450 kg hopper capacity 	_____	_____	_____
3. Performance Requirements	<ul style="list-style-type: none"> Hopper shall compress materials against the body sidewall which shall be fully lined with ¾” (19 mm) plywood Packer hopper to have a compaction force of 3,000 ft. lbs (4070 Nm) minimum at the “tooth point” with a 15 second cycle time at 1200 engine RPM Body dump hoist capable of lifting a rated load of 5 ton (4.5 tonne) to a min. dump angle of 45° 	_____	_____	_____
4. Dimensions	<ul style="list-style-type: none"> Length, body only – 147” (3730 mm) Width, with hopper raised – 97” (2465 mm) Width, with hopper lowered – 132” (3350 mm) Height, body only – 84” (2310 mm) Height, mounted on truck – 114” (2895 mm) to 120” (3050 mm) Height, tailgate fully open – 152” (3860 mm) to 158” (4015 mm) Height, dumping – 154” (3910 mm) to 160” (4065 mm) Loading height above frame – 2” (50 mm) 	_____	_____	_____

SECTION A – BODY SPECIFICATIONS

<u>REFERENCE</u>	<u>CITY OF WHITE ROCK MINIMUM SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>	<u>DEVIATIONS</u>
7. Lights / Electrical	<ul style="list-style-type: none"> ▪ Lights and buzzer located in the cab to indicate the Hopper is in the open position ▪ Lighting – shock-proof, sealed lamp system with Weather Pak connectors between chassis and body ▪ LED Clearance / marker lamps – Grote red #47122 and Grote amber #47123 or better ▪ LED 4” Amber Flashing lamps – Grote #53413 or better ▪ One flood light equipped with protective guard, to illuminate hopper and immediate surrounds of vehicle 	 	 	
8. Hydraulic System	<ul style="list-style-type: none"> ▪ Hydraulic system powered by automatic transmission power take-off. State details of equipment offer ▪ Control valve to be electric over proportional hydraulic ▪ Hydraulic system to include open centre control valve, pressure relief valve, 10-micron return line filter and Parker 451 TC hydraulic hoses. ▪ Hydraulic reservoir to be positioned for an unrestricted fluid flow to inlet side of hydraulic pump. Reservoir to be of a size which is adequate to operate the system and maintain cooling at rated temperature ▪ Hydraulic tank to have a drain and shut off valve at the suction side ▪ Hydraulic system to be interlocked with engine throttle to meet hydraulic system demand ▪ Hopper, rear tailgate and hoist controls located outside truck cab on the hopper side front of packer. Control configuration to avoid compromise of operator safety ▪ Hoist to utilize double acting cylinder ▪ Rear door to be operated with two double acting hydraulic cylinders ▪ No delay built into the system 	 	 	

SECTION A – BODY SPECIFICATIONS

<u>REFERENCE</u>	<u>CITY OF WHITE ROCK MINIMUM SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>	<u>DEVIATIONS</u>
9. Installation	<ul style="list-style-type: none"> Installation to 19,500 lb (8,845 kg) min. GVWR chassis Installation to ensure vehicle remains level with hopper down and loaded Platform rigid step, running boards on each side to run full length of door opening PTO hour meter to be included Backup alarm to be included (Grote 73310) Conspicuity tape to be included Rear wheels to have fenders 	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
10. Warranty and Product Support	<ul style="list-style-type: none"> The unit shall be covered by warranty by the supplier and/or manufacturers for a period of (state warranty period) Transit costs to and from warranty facility shall be covered for 12 months The warranty coverage shall include all parts and labour necessary to correct all defects of materials, workmanship, premature failure or design deficiencies identified during the warranty periods The bidder shall clearly define the procedure to be followed for repairs under warranty, including the identity and location of warranty agents SPARE PARTS AND SERVICE: <ul style="list-style-type: none"> Detail nearest location of service and spare parts facility 	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
11. Options: Dual Steering Ford F550	<ul style="list-style-type: none"> Right-hand steering 1:1 ration with left-hand Vehicle will be operated from the right hand operator's seated position with all the same controls and functionality as from the left hand operator's seated position (including instrumentation) 	<div></div> <div></div>	<div></div> <div></div>	<div></div> <div></div>
12. Options: Positive auxiliary braking mechanism	<ul style="list-style-type: none"> Positive auxiliary braking mechanism capable of holding the vehicle in a fixed position, unattended, and with the transmission in the neutral position on grades of > 23%. while loaded to maximum GVWR 	<div></div>	<div></div>	<div></div>

SECTION A –BODY SPECIFICATIONS

<u>REFERENCE</u>	<u>CITY OF WHITE ROCK MINIMUM SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>	<u>DEVIATIONS</u>
12. Cart Dumper Arm	<ul style="list-style-type: none"> ▪ Cart dumper apparatus shall be capable of lifting and unloading 60 to 100 US gal (225 to 375 L) carts ▪ The minimum lifting capacity must be 350 lb (160 kg) ▪ The complete lifting, dumping, and return cycle must not exceed 15 seconds in duration ▪ Hanging scale 0-100 lbs 	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
13. Safety Lighting	<ul style="list-style-type: none"> ▪ Amber Strobe Light – body mounted front above cab (SWS 16211 with switch kit 766163) ▪ Traffic director mounted on tailgate (SWS STA59041) 	_____ _____ _____	_____ _____ _____	_____ _____ _____
14. Product Background	<p>PRODUCT BACKGROUND – THE BIDDER SHALL ADVISE:</p> <ul style="list-style-type: none"> ▪ Names of other users of the equipment with at least two units in service for three or more years in a comparable application / climate / condition ▪ The length of time the unit has been sold ▪ Length of time the unit has been serviced by the bidder 	_____ _____ _____	_____ _____ _____	_____ _____ _____

SECTION B – CAB AND CHASSIS SPECIFICATIONS

<u>REFERENCE</u>	<u>CITY OF WHITE ROCK MINIMUM SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>	<u>DEVIATIONS</u>
1. Truck Description	Required: <ul style="list-style-type: none"> 2020 or newer Ford F550 XL SD DRW 4x4 regular cab and chassis vocation refuse collection 	_____ _____ _____	_____ _____ _____	_____ _____ _____
2. Wheel Base Cab to Axle	Required: <ul style="list-style-type: none"> Wheel base for correct body positioning <p><i>As required by body manufacturer for proper weight distribution.</i></p>	_____	_____	_____
3. Engine	Required: <ul style="list-style-type: none"> Gasoline powered 7.3 Lt State engine horsepower State maximum engine torque CNG/LPG – Fuel Capable Engine (flex fuel) Heavy duty cooling package Heavy duty engine oil cooler option Option for straight CNG powered engine Option for dual fuel, CNG / Gasoline engine 	_____ _____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____ _____
4. Transmission	<ul style="list-style-type: none"> Automatic transmission Heavy duty transmission cooler Transmission mounted PTO 	_____ _____ _____	_____ _____ _____	_____ _____ _____

SECTION B – CAB AND CHASSIS SPECIFICATIONS

<u>REFERENCE</u>	<u>CITY OF WHITE ROCK MINIMUM SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>	<u>DEVIATIONS</u>
5. Front Axle	Required: <ul style="list-style-type: none"> State axle GAWR Heavy duty front shocks Heavy duty disc brakes 	_____	_____	_____
6. Rear Axles	Required: <ul style="list-style-type: none"> State GAWR (dual rear wheels) Heavy duty rear shocks State disc drum (heavy duty option) Rear axle gear ratio 	_____	_____	_____
7. Tires and Rims	Required: <ul style="list-style-type: none"> Steer axle tires: 225/70R19.5 Traction tire Drive axle tires: 225/70R19.5 Traction tire 	_____	_____	_____
8. Seats	<ul style="list-style-type: none"> Vinyl covered, minimum 2 headrests Center console with cup holders 	_____	_____	_____

SCHEDULE B
GENERAL TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

1. In these General Terms and Conditions:
 - (a) "Agreement" has the meaning set out in Section 2;
 - (b) "City" means the City of White Rock;
 - (c) "Contractor" means a contractor who's Quotation has been accepted by the City and who is supplying the Goods under this Agreement;
 - (d) "Goods" means the equipment or materials that are the subject of this Agreement;
 - (e) "Purchase Price" means the price quoted by the Contractor and accepted by the City, unless otherwise agreed by the parties in writing, and includes all taxes, duties, freight charges and other charges except PST and GST; and
 - (f) "RFQ" means the Request for Quotations.
2. This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
 - (a) These General Terms and Conditions;
 - (b) The specifications set out in Schedule A of the Request for Quotations ("RFQ");
 - (c) The RFQ;
 - (d) The Quotation; and
 - (e) Other terms, if any, that are agreed to by the parties in writing.

GOODS

3. The Contractor will supply the Goods in accordance with this Agreement. The Goods supplied will meet the specifications set out in Schedule A of the RFQ and as described in the Quotation set out in Schedule C of the RFQ.
4. The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

PURCHASE PRICE

5. The City will pay the Purchase Price to the Contractor in accordance with this Agreement. The Purchase Price shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

TIME

7. Time is of the essence.

PAYMENT

7. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the Contractor's GST registration number or an indication that it is not applicable if the Contractor is a small trader, the quantity, tax (if any) and the complete Purchase Price calculations, including extensions and discounts.
8. The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, those described in Sections 10, 11 and 12, within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted that the Goods are in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.

9. **Submit Invoices by Email:**

If the Contractor chooses to submit invoices by email, the Contractor must submit the Invoice(s) electronically in a single pdf file (10Mb Maximum) to the City by email at: dabt@whiterockcity.ca

Submit Invoices by Hard Copy:

The Contractor will submit invoices by mail to:

City of White Rock
Engineering and Municipal Operations Department
877 Keil St.
White Rock, BC V4B 4V6

Attention: Dustin Abt, Manager, Public Works

10. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

DEFICIENCIES

11. The City shall have a reasonable time to inspect and to accept the Goods. The City may reject any Goods not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
12. The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

DEFAULT AND TERMINATION

13. In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or do not deliver the Goods by the delivery date specified in this Agreement, or otherwise fail to comply with the requirements of this Agreement, then:
 - (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) If the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late shipping or delivery.
14. The City may by written notice at any time cancel this Agreement with respect to Goods, which, as of the date of cancellation, have not been shipped.
15. If the Contractor becomes insolvent or makes an assignment for the benefit of creditors or a receiver or trustee is appointed for the property of the Contractor, then the City may, at its election, and without prejudice to its rights at law or in equity, terminate this Agreement.
16. The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

WARRANTIES AND INDEMNITIES

17. The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.
18. The Contractor warrants and guarantees that Goods delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), 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) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods supplied under this Agreement.
19. The Contractor represents and warrants that all Goods delivered under this Agreement shall comply with all applicable codes, statutes, by-laws, rules and regulations, of any federal, provincial, municipal or other competent authority for the time being in force, including any environmental laws and that the Goods are not dangerous to the environment or to person or health.
20. The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

CUSTOMS

21. Documentation for shipments of Goods from outside Canada will be provided by a Contractor by airmail and will include all documents as required by law or customary practice.

INSPECTIONS

22. If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.

SAFETY

23. If this Agreement includes any inspection, installation or other work on the City's premises by the Contractor, or representative or subcontractor of the Contractor, all such activity shall be performed and undertaken in strict compliance with all applicable health and safety laws and regulations, including, without limitation, the Workers Compensation Act, the Occupational Health & Safety Regulation and the Hazardous Products Act, and also in strict compliance with any published and issued by the City for use at the City's premises. The Contractor shall provide the City with the Contractor's Workers Compensation Board registration number and a letter from the Workers Compensation Board confirming the supplier is registered in good standing with the Workers Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement.

WHMIS/MSDS

24. The Contractor covenants and agrees to comply with all the Workers Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

SHOP DRAWINGS

25. The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

WAIVER

26. Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the City's right at any time to avail itself of any remedies as the City may have for any breach or breaches of the terms and conditions.

APPLICABLE LAW

27. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.

NOTICES

28. 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 expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) By hand, on delivery;
- (b) By facsimile, on transmission; or
- (c) By mail, five calendar days after posting.

The addresses for delivery will be as shown in Schedule C to the RFQ. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in Schedule C to the RFQ, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

MERGER AND SURVIVAL

29. The representations, agreements, covenants and obligations set out in this Agreement, including without limitation Section 19, shall survive the delivery of the Goods and payment of the Purchase Price.

ENTIRE AGREEMENT

30. This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods, 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 Goods.
31. In the event that the Contractor 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.

SIGNATURE

32. This Agreement 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 or as a PDF file.

ENUREMENT

33. This Agreement shall ensure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.

INSPECTION/DELIVERY

34. Each Contractor must state in their quotation submission the guaranteed delivery date in number of calendar days from the date after receipt of order (ARO).
35. The item(s) specified, with packing slips/delivery slips and/or other required documents are to be delivered F.O.B. Destination, full Freight Prepaid to:
City of White Rock
Engineering and Municipal Operations Department
877 Keil Street
White Rock, BC V4B 4V6

Attention: Dustin Abt, Manager, Public Works
36. The Contractor is to notify the City's Fleet Services Department, not less than three (3) working days prior to expected delivery / arrival to permit inspection scheduling. An authorized representative of the Seller is to supervise delivery and off-loading to the City. The City will not assume any liability for vehicle/equipment delivered to an unauthorized location.
37. Documentation at time of Delivery:

Contractor is to provide the following documentation upon delivery:
- Copy of Purchase Order and Original Invoice(s).
 - Warranty Policy(ies) and/or certifications as may be required in this RFQ.
 - Parts, service, operators and maintenance manual(s) as may be required in the technical specifications.
38. Each unit is to be delivered clean and shall be complete with all equipment operable. The unit(s) will be inspected by the City upon delivery to determine compliance with the specifications and/or to test its ability to perform its intended use.
39. The Contractor will be responsible for securing any and all inspections required by law, including B.C. Provincial Inspection stickers. Any fee charged for these inspections will be the responsibility of the Contractor.

UNSUITABLE EQUIPMENT

40. Quotations will not be considered for vehicles that have previously failed to perform satisfactorily or from Contractors who have a history of performance problems with the City

MANUFACTURER'S WARRANTY

41. The Contractor will be required to furnish a warranty by the manufacturer that the equipment bid on is suitable for the service intended, in accordance with the specifications defined herein. The Contractor shall agree to replace and install without charge [including all Labour], within the scope of the warranty, any defective part or any parts that are determined by the City not to be suitable for the service intended.
42. The warranty period will go into effect at the time the vehicle is placed into service by the City. Contractors are to include a complete warranty statement with their quotation.

DEALERSHIP EMBLEMS/LOGOS

43. The Contractor will not install on the vehicle, any logos, nameplates or stickers denoting the name of the company or dealership that may be considered as advertising. Failure to comply with this requirement will result in the dealership being given the option to remove same at no cost to the City, or reimburse the City for removal and restoration, if needed.

NEW VEHICLE

44. Equipment/vehicles are to be new and unused and not previously titled.

FACTORY INSTALLATION

45. Items that are available from the factory must be factory installed. If factory installation of an item is not available to the dealer and the dealer is making a dealer modification in order to meet the specification, it must be clearly noted in your Quotation.

REJECTIONS

46. All materials or equipment shall be subject to inspection or testing shall meet the approval of the Manager, Public Works & Garage Foreman and their decision shall be final and binding upon all parties. Such inspection, at the option of the City, may be carried out at the place of business of the Contractor and the Contractor shall assist the Manager, Public Works & Garage Foreman, or his designate in the performance of his duties.
47. Should materials or equipment be defective in quality of workmanship or otherwise fail to conform to the specifications set forth, the Manager, Public Works & Garage Foreman shall have the right to reject them or require their immediate correction.
48. Materials or equipment requiring correction shall be removed for correction or corrected in place as requested by the Manager, Public Works & Garage Foreman at no expense to the City. Unavoidable expense encountered by the City shall be chargeable to the Contractor and deductible from any monies owing the Contractor by the City.

49. If the Contractor fails to take proper action, after three (3) days from receipt of request by the Manager, Public Works & Garage Forman, the City may replace or correct materials as necessary and charge the cost of such replacement to the Contractor or the City may terminate the Agreement as provided for herein.

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**SCHEDULE C
QUOTATION**

PROJECT TITLE: Supply and Delivery of Three (3) Side Loading Refuse Collection Trucks
PROJECT No.: **WR19-057**

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF WHITE ROCK

TO:

City Representative: Dustin Abt
Manager, Public Works

Address: City of White Rock
Engineering and Municipal Operations Department
877 Keil Street
White Rock, BC V4B 4V6

Email for PDF Files: dabt@whiterockcity.ca

1. The Contractor offers to supply to the City of White Rock the Goods for the prices plus applicable taxes as follows:

Year, Make & Model: _____

All costs to meet the minimum specifications shall be included in the following delivered prices, F.O.B. Destination, Freight Prepaid in Canadian Dollars.

CAB & CHASSIS PRICE: \$ _____

BODY PRICE \$ _____

ENVIRONMENTAL LEVY [BATTERY]: \$ _____

TIRE STEWARDSHIP B.C. (TSBC)
LEVY: \$ _____

OTHER \$ _____

TOTAL QUOTED PRICE: SUB-TOTAL: \$ _____

GST: 5% = \$ _____

PST: 7% = \$ _____

TOTAL: \$ _____

The completed units shall be delivered within _____ days after receipt of purchase order.

Complete Vehicle: State Warranty (no less than one (1) year) _____

Warranty repairs shall be performed at _____

2. If this offer is accepted by the City, such offer and acceptance will create a contract as described in:
 - (a) The RFQ;
 - (b) The specifications set out above and in Schedule A – A-1 of the RFQ;
 - (c) The General Terms and Conditions;
 - (d) This Quotation; and
 - (e) Other terms, if any, that is agreed to by the parties in writing.
3. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

- END OF PAGE -

4. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ including without limitation the Specifications and the General Terms and Conditions, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 20__

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Quotation is accepted by the City this _____ day of _____, 20__.

CITY OF WHITE ROCK

(Signature of Authorized Signatory)

(Signature of Purchasing Representative)

(Print Name and Position of Authorized Signatory)

(Print Name of Purchasing Representative)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)