



REQUEST FOR PROPOSAL (RFP)

**For the Supply and Delivery of Two (2)
MANUAL SIDE LOADING, DUAL STEER, RECYCLING COLLECTION TRUCKS
c/w 2020 or newer Cab Over single rear axle cab and chassis with a split body
and front glass compartment**

Reference No.: WR20-028

RFP Timetable

Date of Issue:	Friday, July 3, 2020
Deadline for Questions:	Monday, July 13, 2020
Submission Deadline:	Friday, July 17, 2020 2:00 PM Local Time

Technical enquiries concerning this request for proposal shall be directed to:
Jim Miki, Shop Foreman
jmiki@whiterockcity.ca

All other enquiries shall be directed to:
Dustin Abt, Manager, Public Works
dabt@whiterockcity.ca

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REQUEST FOR PROPOSALS

1. INTRODUCTION

The City of White Rock (the "City") invites contractors to provide a Proposal on the form attached as Schedule C (the "Proposal") 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 Proposal (the "Contractor") should prepare a Proposal that meets the minimum requirements, and may as it may choose, in addition; also include goods or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

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

The Contractor may submit a Proposal 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 Proposal electronically in a single pdf file to the City by email at:

operations@whiterockcity.ca

PDF emailed Proposals 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 Proposal.

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Proposal and one (1) copy (two (2) in total) which should be delivered to the City at the office of:

Address:

Engineering and Municipal Operations Department
877 Keil St. White Rock B.C. V4B 4V6
Regular office hours: 8:30am – 4:30 pm

3. DATE

The City would prefer to receive Proposals on or before:

Date: **Friday, July 17, 2020**

Time: **2:00 PM local time**

The City's office hours are 8:30 a.m. to 4:30 p.m., Monday to Friday, except statutory holidays. Proposals received after the submission deadline will not be accepted.

4. INQUIRIES

All inquiries related to this Request for Proposal ("RFP") should be directed in writing to:

Name: Dustin Abt, Manager, Public Works

Email: dabt@whiterockcity.ca

Reference: WR20-028

5. ADDENDA

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

6. NO CONTRACT

This RFP is simply an invitation for Proposals (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 RFP or the submission of a Proposal. The City may negotiate changes to any terms of a Proposal, 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 Proposals (including prices and terms) from other parties who have not submitted Proposals.

7. ACCEPTANCE

A Proposal will be an offer to the City, which the City may accept at any time by signing the copy of the Proposal and delivering it to the Contractor. A Proposal 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 Proposal 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 Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFP. 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 Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP

9. CONTRACTOR'S QUALIFICATIONS

By submitting a Proposal, 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 Proposal 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 RFP, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFP.

12. CONFIDENTIALITY

All Proposals become the property of the City and will not be returned to the Contractor. All Proposals 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 Proposal should be inserted in the Proposal. The Proposal 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 Proposal 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 Proposal 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.

14. 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 Proposal 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 Proposal 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 RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals 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 Proposals.

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. Proposals 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. Proposals submitted that do not contain this documentation may be subject to rejection.

SCHEDULE A SPECIFICATIONS OF GOODS

PROJECT TITLE: Supply and Delivery of Two (2) Side Loading Recycling Collection Trucks
Reference No.: WR20-028

1. GENERAL DESCRIPTION

It is the intent of this specification to provide for the purchase of two new and unused single rear axle 4X2 side loading, split compartment recycling trucks with dual steer. The truck chassis to be a Cab Over design used for refuse style 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

Proposals 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 City of White Rock. 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 Proposal, or the Proposal 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

SCHEDULE A-1-TECHNICAL SPECIFICATIONS

SECTION A – SIDE LOADING RECYCLE BODY SPECIFICATIONS

REFERENCE	CITY OF WHITE ROCK MINIMUM SPECIFICATIONS	YES	NO	DEVIATIONS
1. Basic Requirements	<ul style="list-style-type: none"> Single person operated, right hand steer, side loader recycling packer/body 			
	<ul style="list-style-type: none"> The unit must have an established performance record for the application described that includes the severest of cold climate conditions to -40° C and warm climate conditions to +40° C 			
	<ul style="list-style-type: none"> Type: 24 cu yd (Min) commercial side loading recycling body with 2 compaction compartments and smaller 3rd compartment for glass 			
	<ul style="list-style-type: none"> Larger compartment capacity >2,000 kg of paper and cardboard 			
2. Body Dimensions	Required:			
	<ul style="list-style-type: none"> Overall body length is 			
	<ul style="list-style-type: none"> Overall body height above frame is 			
	<ul style="list-style-type: none"> Outside body width is 			
	<ul style="list-style-type: none"> Capacity of each of the 3 compartments (including front glass compartment) 			
3. Body Construction	Required:			
	<ul style="list-style-type: none"> Describe body construction, including materials type and thickness 			
	<ul style="list-style-type: none"> The body is split by a vertical middle wall, full height and length which allows for collection of two separate materials without cross contamination 			
	<ul style="list-style-type: none"> Body to be adaptable from manual collection to semi and fully automated collections (cart tipper) 			
4. Rear Tailgate	Required:			
	<ul style="list-style-type: none"> The rear tailgate is split in two parts based on the size of each compartments 			
	<ul style="list-style-type: none"> The rear tailgates are hydraulically operated, complete with automatic hydraulic locks and constant pressure system to maintain a leak-proof seal 			
	<ul style="list-style-type: none"> Tail gate hydraulic s to be equipped with a flow restrictor to prevent a sudden and rapid drop of the tail gate 			
	<ul style="list-style-type: none"> A rubber seal to be mounted on the tailgate to prevent liquid leakage 			
	<ul style="list-style-type: none"> Tailgate opening angle not less than 90 degrees 			
	<ul style="list-style-type: none"> Must have a tailgate safety prop 			
	<ul style="list-style-type: none"> Manual control valve in cab is supplied with a safety lock to prevent accidental activation 			
	<ul style="list-style-type: none"> Mounted light and audible alarm installed in cab to indicate that tailgate is open 			

SECTION A – SIDE LOADING RECYCLE BODY SPECIFICATIONS

REFERENCE	CITY OF WHITE ROCK MINIMUM SPECIFICATIONS	YES	NO	DEVIATIONS
5. Hopper	Required:			
	▪ Volume of not less than 4 cu yds			
	▪ All wearable surfaces to be constructed of Hardox 450 or better steel with replaceable wear plates in high rub areas			
	▪ State loading height above frame			
	▪ Hopper loading area completely enclosed with left hand and right hand doors			
	▪ Doors held open or closed with manual locks			
6. Cycle Times	Required:			
	▪ State cycle times at idle			
	▪ Body dumping cycle time is			
	▪ Tailgate cycle time is			
	▪ Compaction cycle time is			
	▪ Glass hopper cycle time is			
	▪ Body tip angle is			
7. Packer	Required:			
	▪ State packer operation and design			
	▪ A complete set of packer controls located on RH side and another set inside the cab			
	▪ Provide a readily accessible, red emergency stop button which will stop the ram movement at any time			
	▪ All controls to be industrial design, color coded, weather resistant and easily identifiable			
	▪ State the maximum packing pressure on the refuse			

SECTION A – SIDE LOADING RECYCLE BODY SPECIFICATIONS

REFERENCE	CITY OF WHITE ROCK MINIMUM SPECIFICATIONS	YES	NO	DEVIATIONS
8. Hydraulic System	Required:			
	▪ The hydraulic system is designed to ensure easy maintenance			
	▪ The pump is a Direct mount with a Muncie Hot Shift PTO			
	▪ Setting of system pressure relief valve is			
	▪ Capacity of reservoir is			
	▪ Nominal filtration rating (microns) is			
	▪ On the reservoir, there is a magnetic drain plug, oil level sight gauge and shut-off valves in suction line			
	▪ All hoses are Parker 451TC reinforced with nylon wrap to prevent chafing			
	▪ Hydraulic tubing is used where flexibility is not needed			
	▪ All tubes are coated with zinc to prevent corrosion			
	▪ All hydraulic tubing is securely clamped to prevent vibration, abrasion and excessive noise			
	▪ Hydraulic system operates at an acceptable temperature without the need for external hydraulic oil cooling devices			
	▪ Quick disconnect fittings are provided so that a pressure gauge can be easily connected without the use of tools or the need to remove hydraulic fittings			
9. Body Unloading	Required:			
	▪ State mechanism & specifications for unloading each of the 3 compartments			
	▪ Tail gate to be split to allow for dumping of each compartment separately and at different locations			
	▪ Smaller front glass compartment to unload from the side of the body			
	▪ Mechanism to support the body in the raised position			

SECTION A – SIDE LOADING RECYCLE BODY SPECIFICATIONS

REFERENCE	CITY OF WHITE ROCK MINIMUM SPECIFICATIONS	YES	NO	DEVIATIONS
10. Lights/Electrical/ Pneumatic systems	Required:			
	▪ All stop, directional, tail and clearance lights are LED type, recessed mount and watertight			
	▪ All lights are provided following CMVSS #108			
	▪ Rear lights are integrated to tailgate structure			
	▪ Back-up alarm is provided Grote # 73310			
	▪ Limit switches are heavy duty, industrial type, water tight with adjustable arm and overtravel to prevent damage			
	▪ All circuits are properly fused and wiring shall be color coded and numbered			
	▪ Wiring conforms to SAE J1128			
	▪ Wiring connections to be sealed to prevent moisture from entering			
	▪ Wiring to be protected by plastic loom			
	▪ Electrical/Pneumatic valves are installed in a watertight box			
	▪ All electrical wires are to be run inside rub rails with bolted access panels for easy access (no wire under body)			
11. Accessories	Required:			
	▪ Mud guards are supplied at front and rear of rear axle c/w anti-sail brackets			
	▪ Grab handle are installed inside of rear body			
	▪ Body safety prop is provided			
	▪ Tailgate safety prop is supplied			
12. Painting	Required:			
	▪ The truck will be properly cleaned of all dirt, grease and weld slag			
	▪ Body and hopper will be steel gritblasted			
	▪ Chassis frame to be black			
	▪ The body is to be painted oxford white to match the cab			
13. Manuals	Required:			
	▪ Parts, service and operator's manual will be supplied for the refuse packer			
14. Lubrication	Required:			
	▪ All body hinges, cylinder rod ends, cylinder base trunnions and pivot points will be supplied with grease fittings			
	▪ Groenveld Auto lube system to be installed on both refuse body and truck chassis			
15. Warranty	Required:			
	▪ The body manufacturer is ISO 9001 certified			
	▪ State warranty details			

SECTION B – CAB AND CHASSIS SPECIFICATIONS

REFERENCE	CITY OF WHITE ROCK MINIMUM SPECIFICATIONS	YES	NO	DEVIATIONS
1. Truck Description	Required:			
	▪ 2020 or newer Cab over to allow for maximum payload and weight distribution of body and cargo			
	▪ Single rear axle			
	▪ Commodity: refuse, scrap			
2. Cab and Equipment	Required:			
	▪ Right hand stand-up cab			
	▪ RH door to remain open when operating from the RH controls			
	▪ Dual steer controls			
	▪ All aluminum doors			
	▪ Dual door stops			
	▪ Door locks			
	▪ Tinted safety glass through-out			
	▪ Cab and door mounted entry grab handles			
	▪ Air or Electric / Hydraulic tilt cab			
	▪ Service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans)			
	▪ Door mounted arm rests			
	▪ Full insulation			
	▪ Rubber floor mats			
	▪ Engine tunnel mounted control console			
	▪ Gauges and controls from both, LH & RH operator stations			
	▪ Two inside sunvisors			
	▪ Large view window in LH door			
	▪ Power windows			
	▪ Extended metal step w/additional grab handle			
	▪ Side mounted turn signal			
	▪ Driver operated working brake			

SECTION B – CAB AND CHASSIS SPECIFICATIONS

REFERENCE	CITY OF WHITE ROCK MINIMUM SPECIFICATIONS	YES	NO	DEVIATIONS
3. Wheel Base Cab to Axle	Required:			
	▪ Wheel base for correct body positioning			inches
	▪ Cab to EOF for correct body positioning As required by body manufacturer for proper weight distribution			CAB – EOF ins
4. Engine	Required:			
	▪ List horse power and torque ratings			make
	▪ Fuel filter/water separator			
	▪ Replaceable dry type air cleaner			
	▪ Air restriction indicator located in cab			
	▪ Engine block heater			
	▪ Antifreeze -35 degrees			type
	▪ Silicone radiator and heater hoses			
	▪ Engine diagnostic software package			
	▪ Engine protection shut downs: Types: ○ oil pressure ○ oil temperature ○ coolant temperature ○ intake manifold temperature			
5. Transmission	▪ Low coolant level sensor			
	Required:			
	▪ Automatic transmission			
	▪ Transmission retarder			
	▪ Transmission oil cooler			
	▪ Automatic neutral function			
	▪ Transmission scan / engine transmission rear axle ratio compatibility			

SECTION B – CAB AND CHASSIS SPECIFICATIONS

REFERENCE	CITY OF WHITE ROCK MINIMUM SPECIFICATIONS	YES	NO	DEVIATIONS
6. Front Axle	Required:			
	▪ Front axle to be matched to the GVWR of the truck.			make
	▪ Drop axle to keep cab low to the ground for best entry / exit ergonomics			
	▪ Heavy duty springs			lbs
	▪ Heavy duty shocks			
	▪ State turning radius at the wheels			
	▪ Heavy duty disc brakes refuse vocation option			
7. Rear Axles	Required:			
	▪ Maximum allowable axle capacity, state:			
	▪ Suspension: air ride with dump control			
	▪ Brake lining refuse vocation			
	▪ Automatic brake slack adjusters			
	▪ Parking brakes on drive axle.			
	▪ State top speed in km/h at what R.P.M.			
	▪ State ratio			
	▪ Driver controlled locking differential			
	▪ Heavy duty drive line (1810)			
	▪ Heavy duty disc brakes refuse vocation option			
8. Frame	Required: Must meet or exceed body manufacturer's minimum requirements.			
	▪ Heavy duty cross members			
	▪ State frame size			
	▪ State section modulus			Inches cubed
	▪ State yield strength			PSI
	▪ State RBM			RBM
	▪ Full steel liner			
	▪ Front bumper extension to meet body manufacturer's requirements			
	▪ Tow hooks, front and rear on frame			
	▪ Front bumper			
9. Radiator	Required:			
	▪ Adequate radiator area as required by the engine and transmission			
	▪ Shrouded			
	▪ Maximum cooling			
	▪ Thermatic type fan			

SECTION B – CAB AND CHASSIS SPECIFICATIONS

REFERENCE	CITY OF WHITE ROCK MINIMUM SPECIFICATIONS	YES	NO	DEVIATIONS
10. Tires and Rims	Required:			
	▪ Front tires and wheels to support maximum axle rating, aluminum wheels hub-piloted: state brand and tread of tires			
	▪ Four rear, 11R22.5 x traction tires with 22.5 x 8.25 hub-piloted aluminum wheels			
	▪ State brand and tread			
11. Brakes	Required:			
	▪ Wet and dry tanks c/w manual drains (must have cord attached for driver operation)			
	▪ Air dryer – Bendix AD-SP			
	▪ Low air warning light and buzzer			
	▪ 4 channel 4 wheel sensor ABS system			
12. Electrical	Required:			
	▪ Alternator output amperage must be sufficient to run all electrical components			
	▪ Batteries-minimum of 3-12 volt. State CCA			
	▪ Master battery/power shut off switch			
	▪ Circuit breakers in lieu of fuses			
	▪ Back up alarm, Grote 73310			
13. Seats	Required:			
	▪ LH – fully adjustable mid back, air ride, fabric covered with arm rests and lumbar adjustment			
	▪ RH - mid back cloth covered, flip up to allow for stand up operation			
14. Instruments	Required: All gauges must be dash-mounted			
	▪ Air pressure gauges to read in PSI			
	▪ Air application gauges to read in PSI			
	▪ Low air alarm c/w I.D. light			
	▪ Oil pressure gauge			
	▪ Low oil pressure alarm c/w I.D. light			
	▪ Coolant temperature gauge			
	▪ High coolant temp. alarm c/w I.D. light			
	▪ Voltmeter			
	▪ Fuel gauge			
	▪ Hour meter			
	▪ Transmission oil temperature gauge			
	▪ High transmission temp. alarm c/w I.D. light			
	▪ Intake manifold pressure gauge			
	▪ Suspension pressure gauge			
	▪ Rear axle temp. gauge			
	▪ Speedometer to read in km/h			

SECTION B – CAB AND CHASSIS SPECIFICATIONS

REFERENCE	CITY OF WHITE ROCK MINIMUM SPECIFICATIONS	YES	NO	DEVIATIONS
15. Accessories	Required:			
	▪ LH and RH stainless West Coast type mirrors, electrically adjustable in cab heated w/lights			
	▪ LH and RH 8" convex mirrors, heated			
	▪ Completely undercoated cab and body			
	▪ Mud flaps front and rear – rear axle			
	▪ Mud flaps, rear front axle			
	▪ Anti-sail brackets where applicable			
	▪ Audio system with clock			
	▪ Onboard weight scales			
	▪ Rubber floor mats			
	▪ LED lighting to be CMVSS #108 compliant			
	▪ Amber Strobe Light – body mounted front above cab (SWS 16211 with switch kit 766163)			
	▪ Traffic director mounted above tailgate (SWS STA59041)			
	▪ Electric windshield wipers with intermittent feature			
	▪ Dual defroster fans in cab			
	▪ Air horn			
	▪ Electric horn			
	▪ Adjustable steering column			
	▪ Air conditioning			
	▪ Power windows both sides			
	▪ Centre mounted interior cab light			
	▪ Grey interior – vinyl			
	▪ Broom and shovel holders			
	▪ Rear view camera, visible from both operator stations (location to be determined)			
	▪ Frame mounted tool box: state dimensions			
16. Fuel Tank	Required:			
	▪ Aluminum - built to manufacturer's size and location to fit refuse body state capacity			
	▪ DEF tank capacity			
17. Painting	Required:			
	▪ Body and truck cab to be white			
18. Shop Manuals	Required:			
	▪ Parts and service manual for chassis and cab			
	▪ Parts and services manuals for engine			
	▪ Line sheet for truck			
	▪ Schematics for electrical system, hydraulic system and air brakes system			

SECTION B – CAB AND CHASSIS SPECIFICATIONS

REFERENCE	CITY OF WHITE ROCK MINIMUM SPECIFICATIONS	YES	NO	DEVIATIONS
19. Warranty Truck and Components	Required:			
	<ul style="list-style-type: none"> Include copy of manufacturer's warranty stating time and mileage limits and components covered 			
	<ul style="list-style-type: none"> Include cost options for extended warranty and coverage 			
20. Similar Units in Service	<ul style="list-style-type: none"> Please state the number of year(s) that the unit has been in full production (not prototype) – (complete CAB AND CHASSIS WITH REFUSE BOX) 			
	<ul style="list-style-type: none"> Please state the number of sold units working in North America 			
	<ul style="list-style-type: none"> Please state the number of sold units working in BC, Canada (preference given to multiple, active, local units within province) 			
	<ul style="list-style-type: none"> Minimum 5 references required (multiple unit fleets preferred) 			
21. Commercial Vehicle Inspection Certificate	<ul style="list-style-type: none"> The complete unit must be delivered with a current commercial vehicle inspection certificate affixed to the window and inspected in the province of BC, Canada 			

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 Proposal 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) "RFP" means the Request for Proposals.
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 Proposals ("RFP");
 - (c) The RFP;
 - (d) The Proposal; 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 RFP and as described in the Proposal set out in Schedule C of the RFP.
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

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

Submit Invoices by Hard Copy:

Invoices will be submitted by the Contractor 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. All packages will be marked as follows:

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 RFP. 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 RFP, 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 Proposal 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 RFP.
 - 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. Proposals 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 of White Rock.

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 Proposal.

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 Proposal.

REJECTIONS

46. All materials or equipment shall be subject to inspection or testing shall meet the approval of the Operations & Garage Manager and his 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 & Shop 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 Public Works & Shop 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 & Shop 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 & Shop Foreman, 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
PROPOSAL**

RFP Title: Supply and Delivery of Two Side Loading, Dual Steer, Recycling Collection Trucks

RFP No.: WR20-028

CONTRACTOR

Legal Name:	
Address:	
Phone:	
Fax:	
Email:	

CITY OF WHITE ROCK

TO: City Representative:	Dustin Abt, Manager, Public Works
Address:	Engineering and Municipal Operations Department 877 Keil Street, White Rock, BC V4B 4V6
Phone:	604-541-2181
Email for PDF Files:	operations@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 LEVY:	
OTHER	
SUB-TOTAL:	
GST: 5%	
PST: 7%	
TOTAL QUOTED PRICE	

The completed unit 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 RFP;
 - (b) The specifications set out above and in Schedule A – A-1 of the RFP;
 - (c) The General Terms and Conditions;
 - (d) This Proposal; and
 - (e) Other terms, if any, that is agreed to by the parties in writing.

3. Capitalized terms used and not defined in this Proposal will have the meanings given to them in the RFP. Except as specifically modified by this Proposal, all terms, conditions, representations, warranties and covenants as set out in the RFP will remain in full force and effect.
4. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFP including without limitation the Specifications and the General Terms and Conditions, submit this Proposal in response to the RFP.

The Contractor offers This Proposal this _____ day of _____, 2020.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Address)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Proposal is accepted by the City this _____ day of _____, 2020.

CITY OF WHITE ROCK

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)