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PO Box 610
499 Muchalat Drive
Gold River, BC
V0P 1G0

REQUEST FOR PROPOSAL NO. SWC2024-01 **Rear Load Garbage Truck**

The Village of Gold River is requesting proposals from qualified parties the procurement of one (1) rear load garbage truck, capable of picking up residential roll-out trash cans as well as commercial dumpsters.

ISSUED BY: Village of Gold River, Operations Department

CONTACT PERSON: Joe Doxey ASCT, ENV SP
Director of Operations
Email: jdoxey@goldriver.ca
Phone: (250) 283-2251

ISSUE DATE: Thursday, May 16, 2024

CLOSING TIME: Responses must be received prior to **11:00 a.m. Thursday, June 13, 2024**

CLOSING LOCATION: Village of Gold River, Municipal Hall
499 Muchalat Drive,
P.O. Box 610
Gold River, BC V0P 1G0

Proposals will not be opened publicly.

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1. REQUEST FOR PROPOSALS AND SUBMISSION INSTRUCTIONS

1.1 Requests for Proposals

The Village of Gold River is seeking proposals from qualified parties for the provision of one (1) rear load garbage truck to support their operation.

The Village of Gold River is a small community of 1,246 on northern Vancouver Island and is located approximately an hour and fifteen minutes from Campbell River; the closest large city and major service centre. The Village provides weekly garbage collection service to approximately 565 residential homes and 60 commercial dumpsters. In 2023, we collected 246 tonnes of solid waste from residential trash cans and 146 tonnes from commercial dumpsters (1, 2, and 3 cubic yard bins).

The Village's existing garbage truck is an International 7400 single axle chassis with Heil PT100 packer. The unit is operated 100% manually with workers responsible for moving residential trash cans from the side of the road, lifting and tipping them into the hopper. Geographically, the Village is concentrated with residential pick-up being within ~2 kilometres of the transfer or dumping station. In 2023, the Village picked up 246 tonnes of residential garbage via individual trash cans, tipping at the transfer station 108 times. Similarly, the Village picked up 145 tonnes of commercial garbage via the Heil's reeving cycling and cable collection tipper system at the rear of the truck. The commercial dumpsters are SCS Steel Container Systems Inc. style for rear loading (e.g. RL-2, we have 2 yard and 3-yard variants in service).

The manual component of tipping residential trash cans limits the maximum weight of residential trash cans to 40 pounds; and carries a significant risk of muscular skeletal injury to our workers. The Village is concerned with affordability and reliability of semi automated systems, but wishes to consider moving to a semi-automated, mechanized tipper system to reduce the risk and severity of workplace injuries while maintaining or improving the level of service. This is listed in the specification as an optional item(s), B and or C.

We are requesting proposals that provide an efficiently sized garbage truck for our community with options of A) Manual, B) European style of semi-automated rear trash bin tipper, and C) Domestic style of semi-automated rear trash bin tipper. The goal being to acquire an efficient truck that meets our budget, maintain or improve efficiency, reduce the risk of workplace injury, and continue picking up the rear load commercial dumpsters.

1.2 Definitions

The following definitions apply throughout this Request for Proposal:

- a) “Addenda” means all additional information regarding this RFP including amendments to the RFP;
- b) “BC Bid” means the BC Bid website located at www.bcbid.gov.bc.ca;
- c) “Village” means the Corporation of the Village of Gold River;
- d) “Closing Location” includes the location indicated on the cover page of this RFP or BC Bid, as applicable;
- e) “Closing Time” means the Closing Time and date for this RFP as set out on the cover page of this RFP;
- f) “Contract” means the written purchase agreement, Notice to Proceed, or Purchase Order resulting from the RFP executed by the Village and the successful proponent;
- g) “Contract Administrator” means the Village staff member who has been duly hired by the Village of Gold River to fulfill the duties of that position or his/her designated representative;
- h) “Contractor” or “Consultant” means the successful proponent selected from this RFP who enters into a contract with the Village;
- i) “MUST”, “mandatory”, or “required” means a requirement that must be met in order for a proposal to receive consideration;
- j) “Proponent” means a person or entity with the legal capacity to contract, that submits, or intends to submit, a proposal in response to this RFP;
- k) “Proposal” means a written response to the RFP that is submitted by a Proponent;
- l) “Request for Proposals” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Village by Addenda; and
- m) “Should”, “may” or “weighted” means a requirement having a significant degree of importance to the objectives of the RFP

1.3 Delivery of Proposals

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

Email Electronic Submission: Proponents may submit an electronic bid through email; however, the Bidder acknowledges and accepts the risks in doing so. Examples of such risk are detailed below; albeit this list is not exhaustive:

<ul style="list-style-type: none">• Server delays	<ul style="list-style-type: none">• Rejection of email due to size or incorrect procedure	<ul style="list-style-type: none">• Rejection of email due to spam, virus, or malware
<ul style="list-style-type: none">• Email not clearly identified as a Bid Submission	<ul style="list-style-type: none">• Bid arriving late or not at all	<ul style="list-style-type: none">• Incompatible or corrupt file attachments

Hard Copy Submission: Proponents may submit two (2) hard- copies of their proposal as outlined in Section 1.4 of this RFP.

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All Proposal submissions: MUST include a completed and signed Summary Form of Proposal plus all information described in Section 1.5 of this RFP.

Electronic submissions are recommended to be prepared and sent with sufficient time for receipt prior to Closing Time.

Emailed electronic submissions MUST be sent to the Contact Person listed on the front of this RFP.

Emailed electronic submissions MUST include the competition, bid, or tender title in the subject line. E.g.: RFP NO. SWC2024-01

1.4 **Proposal Submissions**

a) Proposals MUST be submitted and received before the Closing Time to the Closing Location or as described in Section 1.3 (Delivery of Proposals) for electronic submissions. The proponent is solely responsible for ensuring that, regardless of the selected submission method, that the Village receives a complete proposal including all attachments or enclosures prior to the Closing Time.

c) Hard copy submissions MUST be received in a sealed envelope at the Closing Location. The Village is not responsible for delayed, incomplete, or submissions lost in transit.

1.5 **Proposal Format and Checklist**

Proponent should submit submissions in the following format:

- a) Title pages, shows the competition, bid, or tender title.
E.g.: RFP NO. SWC2024-01.
- b) Completed Summary Form of Proposal, complete with mandatory signature.
- c) Completed specification requirements outlines in Section 2.1 – 2.3.

1.6 **Enquiries and Contact Person**

a) Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the listed Contact Person by **Monday, June 10, 2024**; who will respond if time permits prior to the Closing Time. Information obtained from any other sources should not be relied upon. Contact with individuals other than the Contact Person may be considered lobbying or a conflict(s) of interest and result in disqualification of bid.

b) Any addenda to this Request for Proposal will be posted on www.bcbid.gov.bc.ca at least forty-eight (48) hours prior to the Closing Time. It is the sole responsibility of each proponent to make sure that it is in receipt of all addenda prior to the Closing Time and acknowledge receipt of all addenda in the Summary Form of Proposal.

c) Contact Person: Joe Doxey ASCT, ENV SP
 Director of Operations
 Email: jdoxey@goldriver.ca
 Phone: (250) 283-2251

2. SPECIFICATIONS

The proposal should be prepared as simply and economically. Additional data that demonstrates an advantaged ability to undertake the specific deliverables for this project may be presented; however, the specifications and following Sections 3.1 – 3.3 MUST be included in the proposal.

Tables are provided for convenience. The proponent may present the information differently, provided it clearly demonstrates which information is addressing which subsection. Proponents are encouraged to clearly indicate how their proposal meets or exceeds the specifications.

2.1 Chassis

The table below indicates the desired specifications. Indicate “YES” if the unit is supplied as specified, and “NO” if unit is not as specified. Space is included to provide details of any equipment that maybe included, and / or how it meets the need of the specification.

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

Year, Make, and Model of the unit quoted: _____

	SPECIFICATIONS	YES / NO	DETAILS
2.1.1	Vehicle Configuration: a) Conventional Chassis b) MUST have left hand steering location		
2.1.2	Truck Service: a) Chassis constructed to accommodate refuse body		
2.1.3	Engine / Motor: a) Engine, capable of producing sufficient torque to support operation of the refuse body as intended. Specify requirements of refuse body and output of engine in relation to those requirements.		

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3. Rear Load Garbage Truck

	SPECIFICATIONS	YES / NO	DETAILS
2.1.4	<p><u>Engine Equipment:</u> a) Alternator is adequately sized to accommodate the chassis, refuse body, and all accessories. b) Batteries are sized to accommodate the chassis, refuse body, and all accessories</p>		
2.1.5	<p><u>Transmission:</u> a) Allison automatic transmission or equivalent</p>		
2.1.6	<p><u>Front Axle and Equipment:</u> a) Front axle suitable to accommodate refuse body b) capable of tight cornering and maneuvering. Please provide wheelbase, maximum steering angle, or minimum turning radius c) front brakes suitable for urban low speed moderate inclined road use d) Front brake dust shields f) Power steering</p>		
2.1.7	<p><u>Rear Axle and Equipment:</u> a) MUST have single rear axle, suitable to accommodate refuse body b) Rear brakes suitable for urban low speed moderate inclined road use</p>		
2.1.8	<p><u>Rear Suspension:</u> a) rear suspension with chain clearance, or equivalent, to accommodate maximum load of chassis and body</p>		
2.1.9	<p><u>Brake System:</u> a) Wabco 4S/4M ABS, or equivalent b) Air dryer frame mounted</p>		

	SPECIFICATIONS	YES / NO	DETAILS
2.1.10	Wheelbase and Frame: a) Wheelbase and frame accommodate refuse body and provide adequate capacity to collect refuse (res 246 tonnes 108 trips, commercial dumpsters 145 tonnes in 103 trips)		
2.1.11	Chassis Equipment: b) Front frame mounted tow hooks c) bumper mounting for license plates		
2.1.13	Tires: a) Preference for tires that perform well in all weather and urban low speed driving conditions. Ply and rating suitable for supporting chassis and body b) Preference for tires that perform well in all weather. Ply and rating suitable to support chassis and body		
2.1.16	Cab Exterior: a) Air cab mounts b) LH and RH grab handles c) Tunnel / Firewall Liner d) Air horn e) Dual power heated mirrors f) Left and right mirrors g) RH down view mirror h) Power door window regulators		

	SPECIFICATIONS	YES / NO	DETAILS
2.1.17	<p>Cab Interior:</p> <p>c) Air conditioner compressor, or equivalent</p> <p>d) Cab door latches with power door locks</p> <p>e) Basic high back air suspension driver seat with mechanical lumbar and integrated cushion extension</p> <p>f) Passenger seat</p> <p>g) Dual driver seat armrests</p> <p>h) Vinyl seats</p> <p>i) 2-way ICOM radio installed with village channels</p> <p>j) Adjustable tilt and telescoping steering column</p>		
2.1.18	<p>Instruments and Controls:</p> <p>a) 97 db backup alarm</p> <p>b) Key operated ignition switch</p> <p>c) Transmission oil temperature guage</p> <p>d) AM/FM radio with front with bluetooth telephone hook up</p>		
2.1.19	<p>Colour:</p> <p>a) Cab colour: White</p> <p>b) Base coat clear coat paint</p>		
2.1.20	<p>Certification / Compliance:</p> <p>a) MUST have Canada CMVSS certification</p>		
2.1.21	<p>Hydraulics and Controls:</p> <p>a) Hydraulics are suitable to support the effective and reliable operation of the refuse body</p> <p>b) Controls are suitable and ergonomic to operate the refuse body, by people of various heights</p>		
2.1.22	<p>Miscellaneous:</p> <p>a) Fenders (poly, stainless steel, aluminum, or minimizer)</p> <p>b) Broom and Shovel Rack (mounted near tailgate)</p>		

	SPECIFICATIONS	YES / NO	DETAILS
2.1.23	Lights: a) LED backup lights b) LED strobe lights on upper and lower tailgate		

2.2 **Refuse Body**

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

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

	SPECIFICATIONS	YES / NO	DETAILS
2.2.1	Refuse Body: a) Refuse body and chassis provide a suitable capacity for refuse. Please provide the maximum volume, maximum mass of garbage, and compaction rate b) MUST have reeving cylinder or winch cable collection tipper system at rear of truck for commercial dumpsters compatible with SCS Steel Container Systems Inc. Example: RL-2 (2 yard and 3 yard) dumpsters c) Steps or access ladder to access hopper d) Colour to match chassis, white Option A: Manual tipping of residential trash bins into hopper Option B: Semi-automated tipper (European Style) compatible with privately owned residential trash bins Please provide the cycle time for typical 95-gallon residential roll-out trash bin		

	SPECIFICATIONS	YES / NO	DETAILS
	<p>Option C: Semi automated tipper (Domestic Style). Please provide specifications for bins sizes, and or shapes; including recommended vendor pricing</p>		
2.2.2	<p><u>Cameras, Tracking, and Software:</u></p> <p>a) Camera positioned to view contents of carts being tipped</p> <p>b) Camera positioned to aid with reversing of the vehicle</p> <p>c) Camera positioned at the front of the vehicle facing forwards</p> <p>d) Driver has live view of cameras specified in a), b), and c), either simultaneous or rapid and intuitive to switch view</p> <p>e) All cameras have sufficient low light visibility to allow reliable data collection and safe operation in the dark. If camera sensitivity in low light is not high, supplementary lighting can be proposed.</p> <p>f) Camera footage is recorded and is accessible for at least one (1) month</p> <p>g) In-cab interface provides ability for driver to rapidly record location, with a picture for missing or uncollectable carts</p>		

2.3 **Customer Service**

	SPECIFICATIONS	YES / NO	DETAILS
2.3.1	<p>Warranty: a) In-service date, the same as the delivery date b) MUST include minimum 1 year warranty for both the chassis and refuse body. Please disclose which parts are considered to be normal wear items that are excluded from warranty coverage c) Optional: Extended warranty for the chassis and / or refuse body (can provide multiple options for the duration and what is covered)</p>		
2.3.2	<p>Dealer Support: a) Truck chassis able to be serviced at nearby regional centre(s) (Campbell River, Courtenay, etc.) with a service shop that employs factory qualified service technicians b) Refuse body can be serviced at nearby regional centre(s) (Campbell River, Courtenay, etc.) with a service shop that employs factory qualified service technicians c) Rapid mobile service is available (provide depot location), callout procedure, and target or guaranteed response times) d) Dealer of refuse body carries an extensive inventory of parts for the body and can ship such parts to the Village in a timely fashion</p>		

	SPECIFICATIONS	YES / NO	DETAILS
2.3.2	Dealer Support: (Continued)		
	e) Build book to be provided to Village mechanic, printed and electronic version, not requiring a paid subscription to access. Manual to include parts diagrams, maintenance and repair manual for both the chassis and the refuse body.		
2.3.3	Training: a) Safety training for up to 4 operators b) Safe operating procedure guide / manual		
2.3.4	Delivery: a) Delivery of units can occur in a reasonable time period. Proposals with an earlier date of delivery that provide evidence demonstrating that such a delivery date is feasible will be given preference in this area. Proponents providing a finally backed guaranteed date will be given the most preference in this area (such as a late penalty of 5%)		

3. EVALUATION CRITERIA

Evaluation of proposals will be by a committee formed by the Village employees. The Village's intent is to enter into a contract sale agreement with the proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking. Proposals will be assessed in accordance with the entire requirement of the RFP, including all mandatory and weighted criteria.

3.1 Mandatory Criteria

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

Mandatory Criteria
a) The proposal MUST be received at the designated Closing Location before the Closing Time
b) The proposal MUST be in English
c) Hard copy submissions MUST be received in a sealed envelope
d) Emailed electronic submissions MUST be sent to the Contact Person listed on the front of this RFP
e) Emailed electronic submissions MUST include the competition, bid, or tender title in the subject line. E.g.: RFP NO. SWC2024-01
f) The proposal MUST include a signed copy of the Summary Form of Proposal
g) All items in Section 2 that indicate "MUST" in the Specification's description

3.2 **Evaluation Criteria**

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

Weighted Criteria	Weight
Chassis (Section 2.1)	15
Refuse Body (Section 2.2)	25
Customer Service (Section 2.3)	30
Price (Summary Form of Proposal)	50
Total	120

3.3 **Pricing Evaluation**

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

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

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

4. TERMS AND CONDITIONS

4.1 **Acceptance of Terms and Conditions**

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

4.2 **Addenda**

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

4.3 **Late Proposals**

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

4.4 **Proposal Validity**

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

4.5 **Firm Pricing**

Unless otherwise specified herein by the Village of Gold River, all prices quoted are to be net prices in Canadian funds, including Canadian Custom duties and are to be F.O.B. including delivery charges to the destination as indicated.

4.6 **Completeness of Proposal**

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

4.7 **Changes to Proposals**

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

4.8 **Liability for Errors**

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

4.9 **Proponents' Expenses**

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

4.10 **No Commitment to Award**

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

4.11 **Reservation of Rights**

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

- a) To modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent
- b) In accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself
- c) To waive any non-material irregularity, defect or deficiency in a proposal
- d) To request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal
- e) To reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the Village, or any material error, omission or misrepresentation in the proposal
- f) At any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and / or services described in the RFP by other means or do nothing

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4.12 **Contract**

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

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

If a written Contract cannot be finalized with provisions satisfactory to the Village within thirty (30) days of notification of the success Proponent, the Village may at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with any of the Proponents.

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

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

4.14 **Solicitation**

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

4.15 **Workers Compensation Act**

The Contractor must provide to the Village their WorkSafe BC registration number and a Letter of Clearance. The Contractor must ensure compliance on their part with the Worker's Compensation Act and the Occupational Health and Safety Regulations. This will extend to any subcontractors hired by the successful Proponent, who will be on Village property.

In any case where pursuant to the provisions of the Worker's Compensation Act, the Worker's Compensation Board orders the Contractor, in respect of their operations under the RFP, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or Regulations thereunder or because of said Board is of the opinion the conditions or immediate danger exist that would likely to result in injury to any person, or because of

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lack of payment of an account due to the Board, the Village, on twenty-four (24) hours written notice to the Contractor, ay terminate the Contract.

4.16 **Indemnity and Liability Insurance**

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

4.17 **Compliance with Laws and Permits**

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

4.18 **Trade Agreements**

This RFP has been issued in compliance with the Village of Gold River Purchasing Policy No. 306 and meets the requirements of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

4.19 **Freedom of Information**

Without limiting other obligations under the Freedom of Information and Protection of Privacy Act and any other enactments that may apply to the Village or the Proponent or to both, and despite any promises or commitment by the Village to preserving the confidentiality of information to the extent permitted by law, the Proponent acknowledges that any information provided to the Village in relation to this RFP, or that is created, produced, negotiated, or otherwise comes within the Village

4.20 **Conflict of Interest**

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

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

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



SUMMARY FORM OF PROPOSAL

RFP No.: SWC2024-01

NAME OF PROJECT: Semi-Automated Rear Load Garbage Truck

DESCRIPTION:

Tendered per Unit Price (not including optional items)	\$ _____
GST	\$ _____
PST	\$ _____
Total Cost	\$ _____

OPTIONAL ITEMS: (Price excluding taxes)

- a) **Refuse Body** as described in Section 2.2.1
 - Option A (Manual Rear Load – any cost changes from base unit Total Cost; if any) \$ _____
 - _____ Option B (European Style Cart Tipper) \$ _____
 - _____ Option C (Domestic Style Cart Tipper) \$ _____
- b) **Extended Warranty** As described in Section 2.3.1 (c) \$ _____
- Subscription fees (if applicable)
*clearly note annual fee or total for indicated number of years \$ _____

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CONFIRMATION OF THE PROPONENT'S INTENT TO BE BOUND

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

- a) The Proponent has carefully read and examined the entire Request for Proposals, Specifications, and Village of Gold River Standard Terms and Conditions of Purchase
- b) The Proponent agrees that they have reviewed and considered all Addenda (in any) and have taken that into account with determining the price(s) proposed above
- c) The Proponent agrees to supply and deliver, complete, F.O.B. destination, the specified product(s) listed above
- d) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- e) The Proponent agrees to be bound by the statements and representations made in its Proposal.

Proponent / Company Name: (Please print)

Name and Title of Authorized Representative: (Please print)

Signature of Authorized Representative:

Address:

Telephone:

Email:

Executed this _____ day of _____, 20_____

**THE VILLAGE OF GOLD RIVER
STANDARD TERMS AND CONDITIONS OF PURCHASE**

Offers and Acceptance:

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

The Village's placement of the contract (written purchase agreement, Notice to Proceed, or Purchase Order) with the Supplier is expressly conditioned upon the Supplier's acceptance of all the terms and conditions.

1. **Purchase Orders:**

The Village does not use formal purchase orders. The Contact Person will provide the Supplier with a written Notice to Proceed which will include account billing procedures and instructions. The Notice to Proceed will authorize the Supplier to provide only the specified goods and / or services at the price indicated. In some cases, where there are liability, labour, or performance completion issues, the Village may require the Supplier to sign a contract.

2. **Required Documentation:**

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

- a) Any noted account, billing information included on the Notice to Proceed must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists, and correspondence
- b) A packing lit must be included with each shipment
- c) Goods and Services Tax (GST) and Provincial Sale Tax (PST) must be shown separately on the invoice.
- d) All applicable transportation charges must be prepaid unless instructions to the contrary appear in the Notice to Proceed
- e) Where applicable, serial numbers are to be shown on the invoice including serial numbers of any trade-in equipment.
- f) The Supplier shall provide all the necessary training and instructions to its personnel, representatives, and agents in the storage, handling, and use of any product classified as a "Controlled Product" under WHMIS. The Supplier will provide the appropriate labels and material safety data sheets (MSDS) for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization. The Supplier will ensure and fully comply with the Transportation of Dangerous Goods Act and Regulations when shipping goods to the Village.

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3. **Invoices and Payment:**

Invoices shall be sent to:

Village of Gold River
Accounts Payable
499 Muchalat Drive,
P.O. Box 610
Gold River, BC V0P 1G0

Include any additional information from the Notice to Proceed with the accompanying invoice(s). Payment by the City shall be made after final acceptance by the Village of the goods and /or services, notwithstanding any previous passing of title to the goods.

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

Unless otherwise states, all funds are payable in Canadian dollars.

Prices are to include, all packing, handling, taxes, duties with clearly identified distribution of charges, and are otherwise all-inclusive.

4. **Customs:**

For any shipments originating outside of Canada, the Supplier shall attach all required customs documents to the shipment. Payment of duties will be as per the terms of the purchase agreement or contract.

5. **Delivery:**

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

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

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

The Village reserves the right at any time, to cancel or terminate this order in whole or in part by written or verbal notice confirmed in writing, or to make changes in any one or

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more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract and/or purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this contract and/or purchase order shall be binding upon the Village unless in writing and signed by the Village's authorized agent (Contact Person).

7. **Inspection:**

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

8. **Title:**

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

9. **Risk of Loss:**

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

10. **Holdback:**

For the supply of materials and services, holdbacks of payment maybe made in accordance with the requirement of the Builder's Lien Act of BC.

11. **Shipping Containers:**

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

12. **Warranty:**

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

- a) All goods shall be of merchantable quality and free from defects in workmanship and materials
- b) All goods shall strictly conform to applicable samples, specifications and drawings
- c) All goods and services shall be fit for the purpose intended by the Village
- d) All goods shall be free and clear of all liens, charges and encumbrances
- e) The goods and services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies
- f) The shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations
- g) The goods and services shall comply with all applicable environmental protection laws and regulations. Unless a longer warranty period is specified in the contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the goods and services by the Village. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the goods or services furnished by the Supplier, or is the goods and / or services do not conform to the terms and conditions of the contract, the Village may at its option:
 - i) Require the Supplier to promptly replace, redesign or correct the defective and non-conforming goods and services at no expense to the Village, or
 - ii) The Village may replace or correct the defective goods and services and charge the Supplier with all expenses incurred by the Village. The Supplier agrees to indemnify and save harmless the Village, its members, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Supplier hereunder.

13. **Assignment:**

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

14. **Imports:**

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

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15. **Taxes and Duties:**

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

16. **Insurance:**

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

17. **Business License:**

All Suppliers or Contractors conducting business within the Village of Gold River will have a valid Village of Gold River business license if required as per Village of Gold River Business Bylaw No. 589, 1998.

18. **WorkSafe BC:**

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

19. **Patents:**

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

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

In accordance with the Code of Conduct Policy No. 401, the Village of Gold River has strict standards against employees accepting gifts, gratuities or staff discounts as a result of their employment with the Village. Items of nominal value, such as pens and calendars, used in the course of employment are exempt. With the exception of fundraising for charitable or non-profit organizations, or such officially supported activities, members of Council, Employees and Committee Members may not solicit gifts, hospitality, other benefits or transfers of economic value from a person, group or organization.

21. **Indemnification:**

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

22. **Conflict of Interest:**

It is the Supplier's sole responsibility to disclose to the Village in writing, prior to supplying goods and/or services, any actual, perceived, or potential conflict of interest and any existing business relationships it may have with the Village, its elected or appointed officials or employees.

23. **Compliance with Laws:**

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

24. **Freedom of Information:**

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