



**CORPORATION OF THE CITY OF ENDERBY
REQUEST FOR QUOTATION**

Residential Refuse Collection Contract

The City of Enderby (“the City”) is issuing a Request for Quotation for the collection and disposal of residential refuse from eligible dwellings within the City limits. The contract term will be for three years beginning January 1, 2020 through to December 31, 2022, with a possible two-year extension.

The City currently provides a residential refuse curbside collection program, with the current contract expiring December 31, 2019. The City’s current eligible dwelling count is 1,073.

Refuse is collected weekly on every Tuesday. Residents are limited to two (2) standard bags or two (2) containers with a maximum weight of 22.7kg (50lbs) per individual container when full. Additional bags can be picked up with the purchase of Residential Garbage Collection stickers from City Hall.

SUBMISSION REQUIREMENTS

Interested proponents must submit a Quotation Form (Appendix “A”). A sample of the Residential Refuse Collection Contract is included on Appendix “B”.

CLOSING DATE AND TIME

September 26, 2019 at 2:00 pm.

Proposals may be submitted electronically to info@cityofenderby.com or delivered to Enderby City Hall:

City of Enderby
PO Box 400
619 Cliff Ave
Enderby BC, V0E 1V0

INQUIRIES

Please direct all inquiries to:

Tate Bengtson, Chief Administrative Officer
250-838-7230
info@cityofenderby.com

TERMS AND CONDITIONS

The following terms and conditions shall apply to this Request for Quotation:

1. Verbal discussion, instructions or explanations between City staff members, agents, employees, or representatives and an interested proponent shall not become a part of or otherwise modify the Request for Quotation Document unless confirmed by written Addendum.
2. Responses to inquiries may be distributed to all interested proponents at the City's option.
3. The City may accept or reject any or all quotations for any reason and may negotiate with a potentially successful proponent.
4. The City may reissue, amend, cancel, or extend this Request for Quotation at its sole discretion, and reserves its right to defer, change, or phase awarding of the work.
5. As part of its evaluation process, the City may request further information from interested proponents at its sole discretion.
6. Under no circumstances shall this Request for Quotation be understood as a commitment for work, a contract, or a tender. The City is not responsible for costs incurred by interested proponents in preparing a quotation.
7. The City does not, by issuing this Request for Quotation, incur any duty of care or contractual obligation to any interested proponent.
8. Interested proponents are strictly prohibited from engaging in any form of lobbying in relation to the Request for Quotation or with a view to influencing the outcome of this process.
9. The City is subject to the provisions of the Freedom of Information and Protection of Privacy Act ("the Act") and all information submitted to the City become records in its care and custody for the purposes of the Act.
10. All proponents and the City acknowledge that all Quotations are supplied in confidence and may reveal technical information of a third party. Only the total cost for each Quotation will be made publicly available as a bid summary.
11. All proponents and any other persons who, through this process, gain access to confidential or sensitive information of the City are required to keep all such information confidential. This requirement will persist after the RFQ process has concluded. Such information must not be disclosed without written authorization from the City.
12. Interested proponents shall disclose in their quotation any actual, potential, or perceived conflicts of interest it may have with the City, including its elected or appointed officials, employees, or agents acting on behalf of the City.

Appendix "A"

Residential Refuse Collection Quotation Form

Proponent's Name _____

The Proponent hereby declares that it has carefully examined the collection area and has read and examined the RFQ package including the Residential Refuse Collection Contract.

The Proponent hereby submits the following quotation for the residential collection services to the City of Enderby commencing the 1st day of January 2020 through to the 31st day of December in the years 2020, 2021 and 2022:

2020 - \$ _____ plus GST, per residential unit, per month

2021 - \$ _____ plus GST, per residential unit, per month

2022 - \$ _____ plus GST, per residential unit, per month

Signed quotes will be accepted until 2:00pm on Thursday, September 26, 2019.

Signature of Approved Representative

Name of Approved Representative

Address of Company

Phone Number

Appendix "B"

THE CORPORATION OF THE CITY OF ENDERBY

RESIDENTIAL REFUSE COLLECTION

THIS AGREEMENT made this ____ day of _____, 2____.

BETWEEN: THE CORPORATION OF THE CITY OF ENDERBY
(hereinafter called the "City")

619 Cliff Avenue
Box 400
Enderby, B. C. V0E 1V0

AND:

(hereinafter called the "Contractor")

WHEREAS the City is desirous of entering into a contract for the purpose of providing residential Refuse collection service within the City, and the Contractor is willing and able to provide residential Refuse collection services within the City on the terms, covenants and conditions hereinafter set forth;

NOW THEREFORE in consideration of the mutual terms, covenants and agreements herein contained THE PARTIES AGREE AS FOLLOWS:

SECTION 1 – GRANT OF CONTRACT

1.1 The City and the Contractor, on the terms set forth herein, hereby agree to enter into a contract for residential Refuse collection within the City.

SECTION 2 – TERM

2.1 Unless terminated in accordance with this Contract, the term of this Contract shall commence on the 1st day of January, 2020 and end on the 31st day of December, 2022. Upon mutual agreement, the Contract in its entirety can be extended for an additional two years at a rate agreed upon by both parties.

SECTION 3 – FEES

3.1 The City covenants and agrees that, conditional upon the Contractor promptly, faithfully and properly fulfilling the terms and conditions set forth herein, it shall:

- a) pay the Contractor per the Schedule "A" rate;
- b) issue payment to the Contractor on a monthly basis, upon receipt of an invoice and within 30 days of the following month for which the services have been rendered;

- c) make no payment in accordance with the Contract until the City is in receipt of a WorkSafeBC Clearance Letter and all other requirements outlined in SECTION 5 of this Contract;
- d) provide an annual report of the number of residential units requiring service, for which pay rates will be adjusted in accordance with the Schedule "A" unit rates for that year.

SECTION 4 – COVENANTS OF THE CONTRACTOR

4.1 The Contractor covenants with the City:

- a) to perform the work and meet the minimum specifications as set forth in Schedule "A" - Operational Specifications;
- b) to observe, abide by and comply with all applicable laws, bylaws, orders, directions, and regulations of any competent authority having jurisdiction pertinent to the Contract;
- c) to not assign or sublet this Contract or any of its rights or obligations hereunder without obtaining the prior written consent from the City;
- d) that this Contract is **not** an agreement of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other. It is understood that this Contract is strictly between the City and the Contractor and their employees and/or its agents and/or their employees, and/or its Contractors and/or their employees. Should any differences arise between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees, they shall be resolved directly between them and the Contractor in this connection;
- e) that the Contractor is deemed the "prime contractor" for the purposes of all applicable health and safety laws, including the *Workers' Compensation Act*. The Contractor shall comply, and shall ensure that all subcontractors comply, with all requirements with the *Workers' Compensation Act* and any other occupational health and safety laws, applicable to this Contract or to the Work.
- f) that the City shall not be responsible for payment of any of the following:
 - i. Employment Insurance
 - ii. Workers' Compensation
 - iii. Canada Pension Plan
 - iv. Income Tax
 - v. Health and Welfare benefits
 - vi. Overtime
 - vii. Vacation pay
 - viii. Licenses
 - ix. Permits
 - x. Operation and maintenance of any equipment whatsoever used, rented, leased or owned by the Contractor in its business and the effective carry out of this contract.
 - xi. Any other Federal, Provincial or Municipal tariffs or taxes usually payable by the employer on behalf of the employee.

- g) to be in good standing and to provide WorkSafeBC coverage for all of its employees.
- h) to defend, indemnify and hold harmless the City and its officers, agents and employees for any and all claims, demands, actions, damages, losses and expenses, including attorney fees and costs of litigation, arising out of or relating to the Contractor's performance under this contract, including those brought by employees or subcontractors of the Contractor.
- i) that during the currency of the term of this Agreement, the Contractor shall put priority onto the City's contract over other refuse collection contracts.

SECTION 5 – INSURANCE COVERAGE

- 5.1 The contractor shall at their expense, throughout the term of the Contract secure, maintain and pay for a Comprehensive General Liability Insurance Policy or policies with a limit of not less than \$5,000,000.00 inclusive per occurrence for Bodily Injury and Property Damage. The policy or policies shall include but not necessarily be limited to the following coverage, including all premises and operations necessary or incidental to the performance of this Contract with the City being added as an additional named insured:
- a) Contingent Employers Liability
 - b) Owners Protective Liability
 - c) "Broad Form" property damage on an occurrence basis, including loss of use of property
 - d) Contractual Liability assumed under this Contract
 - e) Cross Liability
 - f) Non-owned Auto
- 5.2 Every contract of insurance required to be maintained pursuant to the provisions of this Contract shall include a provision requiring the insurer to give the City 30 (thirty) days prior written notice before making any material change in said insurance, or termination, or cancellation thereof.
- 5.3 The Contractor shall furnish the City with a Certificate or Certificates of Insurance as evidence that such insurance is in force, including evidence of any insurance renewal policy or policies. Every Certificate of Insurance shall include Certification by the Insurer that the Certificate of Insurance specifically conforms to all of the provisions required therein.
- 5.4 Maintenance of such insurance and the performance by the Contractor of their obligations under this clause shall not relieve the Contractor of liability under the indemnity provisions herein.
- 5.5 The foregoing insurance provisions shall not limit the insurance required by Municipal, Provincial or Federal Law.
- 5.6 It shall be the full responsibility of the Contractor to determine their own additional insurance coverage, if any, including WorkSafeBC, that is necessary and advisable for its own protection, and/or to fulfill its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor at their own expense.

SECTION 6 – DEFAULT / CANCELLATION

- 6.1 If the Contract hereby granted is taken in execution or attachment by any person or the Contractor commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with his creditors, the City may, in addition to any other remedy which may be

available to it in law or equity, terminate this contract upon twenty-four (24) hours notice given in accordance with this Contract.

6.2 If the Contractor

- a) fails to operate in strict compliance with the provisions of the Operational Specifications outlined in Schedule "A" of this Contract; or
- b) fails to make payments due to its suppliers or its operators; or
- c) disregards applicable legislation or regulations or reasonable directions of the City or its servants or agents;

then the City may notify the Contractor in writing that it is in default of the Contract.

6.3 Upon receipt of a Notice of Default, the Contractor shall immediately take all such actions as are reasonably required to rectify the default within three (3) business days of receipt of the Notice or Default. Thereafter the City may correct the problem by any method at its disposal and deduct the total costs thereof from any monies owing the Contractor.

6.4 Where the default would reasonably take more than three (3) business days to rectify and the Contractor has commenced within three (3) days all of the steps reasonably required to rectify the default, then the Contractor shall be permitted such time to remedy the default as is reasonably necessary, provided the Contractor does not abate its efforts to remedy the default.

6.5 If the Contractor fails, neglects or refuses to remedy or commence to remedy a default within three (3) business days of receipt of a Notice of Default, then the City may, in addition to and without prejudice to any other remedy available to the City, terminate this Contract.

6.6 In the event that the City terminates this Contract pursuant to the provisions of Section 6, the Contractor shall be liable to the City for the cost of completing the work, including all direct costs plus an additional charge of fifteen (15%) percent of all direct costs as reasonable compensation for overhead and administration, from the date of termination to the end of the Term. In addition the Contractor shall be liable for all of the costs of the City enforcing or attempting to enforce the Contract including, without limiting the foregoing, legal costs of the City including its counsel. The City shall be entitled to set off any such claim against any sum due by the City to the Contractor.

6.7 Both the City and the Contractor shall have the right at any time and for any reason to terminate this Contract upon 180 days written notice of termination given to the other.

6.8 Notwithstanding the above, the City may terminate this Contract without notice or payment in lieu of notice in the event of any breach by the Contractor, their crews or staff of the terms of this Contract.

SECTION 7 – MUNICIPAL POLICIES

7.1 The City shall have the right from time to time to unilaterally amend the provisions of Schedule "A" hereto and upon receipt of notice of such amendments, the Contractor shall thereafter operate the residential refuse collection in accordance with Schedule "A" as amended.

7.2 The City has a unilateral right to amend the provisions of Schedule "A" which shall include the right to increase or decrease the frequency of service for the collection of residential refuse collection.

- 7.3 If as a result of such amendments the Contractor's costs of service for the collection of refuse increases or decreases, the Contractor and City shall attempt to negotiate an amendment to the remuneration payable to the Contractor under this Contract to reflect such amendments.
- 7.4 If no agreement concerning such remuneration is reached within a period of thirty (30) days after notice of the amendments has been given by the City to the Contractor, the matter of changes to such compensation shall be referred to arbitration under the provisions of the Arbitration Act RSBC 1996 except that the venue of the arbitration shall be Vernon, British Columbia and the British Columbia International Commercial Arbitration Centre Rules for Domestic Commercial Arbitration Proceedings shall not apply.

SECTION 8 – NOTICE

- 8.1 Where service of a notice or a document is required under this Contract the notice or document shall be in writing and shall be deemed to have been delivered:
- a) to the City to the offices of the City of Enderby during regular business hours and left in the possession of the Corporate Officer of the City, or if sent by mail, addressed to the City at the address specified in this Contract;
 - b) to the Contractor to the offices of the Contractor during regular business hours and left in the possession of an Officer or Director of the Contractor, or if sent by mail, addressed to the Contractor at the address specified in this Contract.
- 8.2 Where service is by mail the notice or document shall be conclusively deemed to have been received on the fifth (5th) day after its deposit in a Canada Post Office at any place in Canada. Where service is by hand delivery the notice or document shall be deemed to have been received one (1) working day after delivery.

SECTION 9 – MISCELLANEOUS

- 9.1 This Contract shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties in respect of matters pertaining to this Contract prior to its execution and delivery.
- 9.2 Any dispute arising from time to time between the parties hereto with respect to the interpretation or affect of any of the provisions of this Contract shall be referred to arbitration pursuant to the Arbitration Act RSBC 1996 except that the venue of the arbitration shall be Vernon, British Columbia and the British Columbia International Commercial Arbitration Centre Rules for Domestic Commercial Arbitration Proceedings shall not apply.
- 9.3 The terms and provisions of this Contract shall extend to, be binding upon and inure to the benefit of the parties hereto and their successors, heirs, and permitted assigns.
- 9.4 If any section of this Contract or any part of a section is found to be illegal or unenforceable, that part of the section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 9.5 In this Contract, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a Corporation.

- 9.6 The captions and headings contained in this Contract are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions hereof.
- 9.7 All schedules attached to this Contract form an integral part of this Contract.
- 9.8 The Contractor acknowledges having received and read a copy of this Contract executed by the City at the time of signing said Contract.
- 9.9 No remedy conferred upon or reserved to the City is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

RESIDENTIAL REFUSE COLLECTION

SCHEDULE "A" – OPERATIONAL SPECIFICATIONS

1. GENERAL

- a) The Contractor shall in a good and workmanlike manner, provide residential Refuse collection at street boulevards, curbsides and areas owned by the City and listed in this Contract, and shall provide such service in conformity with and to the standards set out in this Contract.
- b) The Contractor and his employees and agents shall at all times exercise good public relations in the performance of duties outlined in this Contract.
- c) The Contractor shall supply, at his own expense, all equipment, manpower, materials, including fuel and oil, for the complete execution of the duties contained herein.
- d) The Contractor shall at all times during the term of his Contract be in possession of a valid City Business License or Intermunicipal Business License.
- e) The Contractor shall co-ordinate all work so as to create a minimum inconvenience to traffic and pedestrians.
- f) The Contractor shall ensure proper lighting is installed on all vehicles, equipment and machinery to adequately warn of his presence at all times.
- g) The Contractor shall at all times be responsible for the safety of his employees in the work and the service provided, and for the safety, adequacy, efficiency and sufficiency of his machinery, equipment, apparatus and his employees and his method of completing the work and providing the service under this Contract.
- h) The City will take all reasonable steps to ensure the streets are not impassable such that the collection is impeded or prohibited. The Contractor will promptly notify the City of any impassable streets and the Contractor will make collection later that day if access is provided in a timely matter.
- i) The Contractor will ensure that the refuse bags are safely secured in a truck or container to avoid falling or breaking open on the streets or private properties. The Contractor will promptly clean up any material that has fallen or has most probably fallen from the Contractor's vehicle onto City streets or private properties.
- j) Collection operations shall not be undertaken in any week before 7:00 a.m. or after 5:00 p.m. in residential areas.
- k) Refuse collection will be on the Tuesday of each week. In the event that a residence or residences are missed, the Contractor shall return and pickup the missed refuse the same day.
- l) Statutory Holidays for the purpose of this Agreement, will be defined as Christmas Day and New Years Day. If a collection day falls on a Statutory Holiday, collection service will be provided the following day.
- m) The City of Enderby will attempt to give five (5) days notice of change of service required and reserves the right to add or delete areas and/or frequency.
- n) The Contractor shall provide to the City a current copy of the following documents prior to commencing work for each Contract year:
 - i. City of Enderby Business License or Intermunicipal Business License
 - ii. WorkSafeBC registration number and clearance letter
 - iii. Certificate of Insurance
 - iv. Federal Goods & Services Tax number

o) Schedule "A" Rate:

Residential refuse pickup rate of \$_____ plus GST per month per unit for 2020, \$_____ for 2021 and \$_____ for 2022 based on 1073 residential pickups every week. Additional bag tags will be paid at \$_____ per tag.

Actual costs for tipping fees related to Enderby Residential Refuse will be reimbursed to the contractor based on a monthly reconciliation with receipts and will be paid monthly.

IN WITNESS whereof the parties hereto have executed this Contract on the day and year written above.

**THE CORPORATE SEAL OF THE
CITY OF ENDERBY** was hereunto
Affixed in the presence of:

MAYOR

CORPORATE OFFICER

SIGNED, SEALED AND DELIVERED
In the presence of:

CONTRACTOR

WITNESS