



**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 City’s current eligible dwelling count is 1,118.

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.

The contract term will be for three years beginning January 1, 2025 through to December 31, 2027, with two possible three-year extensions subject to mutual agreement.

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, 2024 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

REQUEST FOR QUOTATION 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. Inquiries and responses may be posted to the City's website at the City's option, if the City deems the matter of general application to all proponents. No inquiries or responses will be posted after September 20, 2024.
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 and may not use such information for any purpose other than providing a response to this Request for Quotation. This requirement will persist after the Request for Quotation 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 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 2025 through to the 31st day of December in the years 2025, 2026 and 2027:

2025 - \$ _____ plus GST, per residential unit, per month

2026 - \$ _____ plus GST, per residential unit, per month

2027 - \$ _____ plus GST, per residential unit, per month

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.

Signed quotes will be accepted until 2:00pm on Thursday, September 26, 2024.

Signature of Approved Representative

Name of Approved Representative

Address of Company

Email

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: XXX
(hereinafter called the "Contractor")

WHEREAS the City intends to enter into a contract for residential refuse collection services within the City;

AND WHEREAS the Contractor is willing and able to provide residential refuse collection services within the City;

NOW THEREFORE in consideration of the mutual terms, covenants and agreements contained in this agreement,

THE PARTIES AGREE AS FOLLOWS:

SECTION 1 – GRANT OF CONTRACT

1.1 The City and the Contractor agree to enter into a contract for residential refuse collection services within the City ("the Work").

SECTION 2 – TERM

2.1 Unless terminated in accordance with the Contract, the term of the Contract shall commence on the 1st day of January, 2025 and end on the 31st day of December, 2027.

2.2 The Contract may be extended for two additional three-year terms subject to mutual agreement, 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 “B”;
- 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 Work has been rendered;
- c) conduct an annual survey of the number of residential unit requirements and pay rates will be adjusted accordingly to reflect those changes.

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) not to assign or sublet the Contract or any of its rights or obligations hereunder without obtaining the prior written consent of the City;
- d) that the 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 the Contract is strictly between the City and the Contractor. Should any differences arise between the Contractor and any of its employees, agents, subcontractors, or other directly or indirectly related entities, they shall be resolved directly by the Contractor;
- 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 the 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 from and against all claims, except the negligence of 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 Contract, the Contractor shall put priority onto the City's Contract over other refuse collection contracts.

SECTION 5 – INSURANCE AND INDEMNITY

- 5.1 The Contractor shall maintain and keep in force during the term of the Contract a policy of commercial general liability insurance against claims for bodily injury, death or property damage suffered in connection with or arising out of the Work in the amount of not less than Five Million Dollars (\$5,000,000.00) per single occurrence with a deductible not exceeding Twenty Five Thousand Dollars (\$25,000) per occurrence, or such greater amount as the City may from time-to-time designate, naming the City as an insured party thereto and shall provide the City with a certified copy of such policy or policies.
- 5.2 The Contractor shall at its own expense carry automobile liability insurance providing coverage for bodily injury, death, or property damage resulting from the operation of a vehicle owned, leased, or otherwise operated by the Contractor, in the amount of not less than five Million Dollars (\$5,000,000.00) per single occurrence.
- 5.3 Every insurance policy required to be maintained pursuant to the provisions of this Contract shall include a provision requiring the insurer to give the City thirty (30) days prior written notice before making a material change to a policy, including its termination or cancellation.
- 5.4 If both the City and the Contractor have claims to be indemnified under any insurance required by the Contract, the indemnity shall be applied first to the settlement of the claim of the City and the balance, if any, to the settlement of the claim of the Contractor.
- 5.5 The Contractor shall provide the City with certificates of insurance as evidence that such insurance is in force, including evidence of all policy renewals. Every certificate must include certification by the insurer that the certificate conforms to all of the provisions of the Contract.
- 5.6 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, contractors and agents, from and against all liability, claims, damages, losses, costs, actions, causes of action, suits, proceedings and expenses, including legal fees and disbursements, suffered in connection with or arising out of or attributable to the performance of the Work, except to the extent that any such claim, damage, loss or expense is caused by the negligent acts or negligent omissions of the City.
- 5.7 The Contractor shall protect private property from damage while performing the Work and shall hold the City harmless from any and all claims which may arise as the result of its Work under the Contract, or from its failure to provide such protection to property, or both.
- 5.8 The Contractor shall protect public property from damage and shall be responsible for any damage which may arise as the result of its Work under the Contract except damage which occurs as the result of negligent acts or omissions of the City, its agents, employees or others. Should any damage occur to City

property, for which the Contractor is responsible, it shall repair such damage at its own expense to the reasonable satisfaction of the City, or pay all costs incurred by others in making repairing such damage.

- 5.9 The Contractor shall fully indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability resulting from the Contract. The Contractor shall be responsible for any and all damages or claims for injuries or accidents done or caused by the Contractor or any of its operations or employees, or from any failure, neglect or omission on the Contractor's part or on the part of its employees or agents, and covenants and agrees to hold the City harmless and indemnified from and against all such damages or claims for damage.
- 5.10 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.

SECTION 6 – DEFAULT, BREACH, TERMINATION AND FORCE MAJEURE

6.1 If the Contractor commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with its 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 the 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;

then the City may notify the Contractor in writing that it is in default of the Contract ("Notice of Default").

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 from any monies owing to 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 the Contract immediately.

6.6 In the event that the City terminates the Contract pursuant to the provisions of this section, 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 costs incurred by the City to enforce or to attempt to enforce the Contract including the legal

costs of the City. The City shall be entitled to set off any such claim against any sum due by the City to the Contractor.

- 6.7 The City may terminate the 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 the Contract.
- 6.8 The City may terminate the Contract without further payment or penalty provided it gives 180 days written notice of termination to the Contractor. The City may exercise this clause for any reason and at any time, including but not limited to a policy decision to adjust to a multi-stream waste collection program. Notice under this section is not subject to, and prevails over, the dispute resolution mechanism described elsewhere in the contract.
- 6.9 Notwithstanding anything to the contrary contained in these terms and conditions, if either party is bona fide delayed or hindered in or prevented from the performance of any term, condition, covenant or act, by reason of an event of force majeure, that party shall be relieved from the fulfillment of such term, covenant or act during the period of such interruption and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay. An act of force majeure means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantines, restrictions, evacuations, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or by statutory authorities including the City (providing that such orders are not issued nor any such labour disputes occasioned as a result of an act or omission of the Contractor), freight embargoes or power failures, or any event or circumstance which is beyond the reasonable control of a party, which does not arise from the neglect or default of a party, and which results in material delay, interruption or failure by a party in carrying out its obligations, but does not mean or include any delay caused by a party's lack of funds or financial condition.

SECTION 7 – CHANGES TO SERVICE

- 7.1 The City shall have the right from time to time to unilaterally amend the provisions of Schedule "A", including the right to increase or decrease the collection frequency or add a multi-stream waste collection program. Upon receipt of notice of such amendments, the Contractor shall thereafter perform the Work in accordance with Schedule "A" as amended.
- 7.2 If, as a result of such amendments to the Work, the Contractor's costs for performing the Work increases or decreases, the Contractor and City shall negotiate an amendment to the Contract to reflect the change in cost. If no agreement is reached within a period of thirty (30) days, the matter shall be referred to dispute resolution as expressed elsewhere in the Contract.
- 7.3 Nothing in this section limits the City's right to terminate the Contract with notice, as described above.

SECTION 8 – NOTICE AND WAIVER

- 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 the 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 the 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.
- 8.3 No waiver, whether express or implied, of a particular non-performance under the Contract shall be deemed or construed to be a continuing waiver of a similar or ongoing non-performance under the Contract, unless expressly stated by the party granting the waiver. The failure to provide notice of a non-performance shall not constitute a waiver.

SECTION 9 – MISCELLANEOUS

- 9.1 The Contract shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties in respect of matters pertaining to the Contract prior to its execution and delivery.
- 9.2 Any disputes arising out of or in connection with the Contract, or in respect of any legal relationship associated with or derived from the Contract, will be finally resolved by mediation-arbitration under the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. The parties agree to make their best efforts to resolve disputes through negotiation prior to seeking mediation-arbitration services. The parties agree that any dispute resolution services shall be provided virtually when available, or otherwise the Seat of Arbitration will be Vernon, BC. The language of all dispute resolution services will be English. Nothing in this section shall limit the City's rights expressed elsewhere in the Contract, including the City's right to terminate the Contract with notice, as described above.
- 9.3 The terms and provisions of the 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 the Contract or any part of a section is found to be illegal or unenforceable, that section or part of a section, as the case may be, shall be considered separate and severable and the remaining sections or parts of sections, as the case may be, shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 9.5 The captions and headings contained in the 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.
- 9.6 All schedules attached to the Contract form an integral part of the Contract.
- 9.7 The Contractor acknowledges having received and read a copy of the Contract executed by the City at the time of signing the Contract.
- 9.8 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.

9.9 This Agreement is governed exclusively by, and is to be enforced, construed and interpreted exclusively in accordance with, the laws of the British Columbia, and the laws of Canada applicable in British Columbia.

THE PARTIES HERETO have executed the Contract on the day and year written above.

CITY OF ENDERBY by its authorized signatories:

[THE CONTRACTOR] by its authorized signatories:

Name

Name

Name

Name

SCHEDULE "A" – OPERATIONAL SPECIFICATIONS

1. OPERATIONS PLAN

- a) The Contractor shall in a good and professional manner, provide residential refuse collection at street boulevards, curbsides and areas owned by the City and listed in the Contract, and shall provide such service in conformity with and to the standards set out in the Contract ("the Work").
- b) The Contractor and its employees and agents shall at all times exercise good public relations in the performance of the Work. When unsatisfactory conduct is identified by the City, the Contractor shall take remedial action to prevent a reoccurrence.
- c) The Contractor shall supply, at its own expense, all equipment, workers, materials, including fuel and oil, for the complete performance of the Work. All equipment, workers, and materials must be in proper working condition and fit to perform the Work.
- d) The Contractor shall ensure proper lighting is installed on all vehicles, equipment and machinery to adequately warn of its presence at all times.
- e) The Contractor shall ensure that its vehicles clearly show company marks on the exterior and its workers clearly show company marks on their uniforms or otherwise carry company identification.
- f) The Contractor must immediately notify the City of any spill of hydraulic fluid, transmission fluid, oil, or other liquid from its vehicles and must commence clean-up of the spill immediately. The costs for any clean-up performed by the City will be deducted from the monthly payment to the Contractor. A regular or repeated pattern of spills from vehicles that is in excess of normal industry standards will be deemed a failure to perform the Work.
- g) The Contractor shall at all times be responsible for the safety of its employees and for the safety, adequacy, efficiency and sufficiency of its machinery, equipment, apparatus and its method of completing the Work.

2. GENERAL REQUIREMENTS

- a) 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 collect the missed refuse the same day.
- b) Collection operations shall not be undertaken before 7:00am or after 5:00 pm.
- c) The Contractor shall co-ordinate the Work to minimize inconvenience to traffic and pedestrians and, where such inconvenience is unavoidable, shall take reasonable steps to mitigate it.
- d) Statutory Holidays for the purpose of this Contract, will be defined as Christmas Day and New Year's Day. If a collection day falls on a Statutory Holiday, collection service will be provided the following day.
- e) The Contractor shall not collect, remove, or transport any hazardous materials, special waste, or dangerous goods unless expressly authorized by the City. Any inadvertent transportation or contact with such materials is to be the sole responsibility of the Contractor, which must inform the relevant agencies immediately. Documentation of the incident should be submitted to the City by 10:00am on the day following the later of its collection or discovery.
- f) 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 any other public or private property.
- g) The Contractor shall provide a monitored email address and local or toll-free telephone number with voicemail that handles all customer service inquiries, reports of missed collections, and complaints ("the Customer Service Contact") associated with the Work. Customer service inquiries, reports, and complaints received by the City will be directed to the Customer Service

- Contact, who must resolve such complaints in a timely and reasonable manner. The Customer Service Contact will be listed on the City's website. The Contractor must maintain a Customer Service Log of such calls that includes the customer name, street address, nature of the inquiry, report, or complaint, and resolution.
- h) The Contractor, when rejecting materials for collection, must affix a sticker clearly explaining why the material was rejected. Photo or video evidence of the rejection is encouraged and should be available to the City upon request. The sticker must include the Customer Service Contact. The Contractor must include rejections on its Customer Service Log.
 - i) The Contractor must provide the Customer Service Log to the City on a weekly basis or upon request.
 - j) Notwithstanding its maintenance of the Customer Service Log, should a customer service issue arise that the Contractor is not able to resolve or is escalating, the Contractor must notify the City immediately.
 - k) Subject to special arrangements made between the City and the Contractor on a case-by-case basis to accommodate extraordinary situations, refuse shall be collected at curbside in accordance with the City's bylaws.
 - l) Upon determination of the City, when snow, ice, or other weather conditions prevent the Work from occurring on the scheduled day, the Contractor shall perform the Work on the next weekday that the weather conditions allow. If such weather conditions persist for more than a week, the Contractor shall collect all materials that were amassed for collection during the interval when collections were missed at no further cost to the City.
 - m) The Contractor shall immediately notify the City of any road that it deems impassable or uncollectible by its vehicles. If the reason is beyond the control of the Contractor, both parties agree to work collaboratively to implement a reasonable solution to collect refuse in the area. If the reason is within the control of the Contractor, the Contractor must collect the refuse on the same or the following day.
 - n) The Contractor acknowledges that time is of the essence in collecting refuse that was missed on a collection day.

SCHEDULE "B" – RATE

Residential refuse pickup rate of \$_____ plus GST per month per unit for 2025, \$_____ for 2026 and \$_____ for 2027 based on 1,118 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 of receipts and will be paid monthly.