



# **TOWN OF GIBSONS**

## **REQUEST FOR PROPOSAL**

**Number: PW 2017 - 01**

for

### ***RESIDENTIAL GARBAGE COLLECTION***

**Issue Date:  
December 23, 2016**

**Closing Date and Location:**

**One original hard copy of this proposal must be received by:  
3:00 PM local time; Friday, January 20, 2017**

at

**Town of Gibsons  
474 S. Fletcher Rd.  
Gibsons, BC  
V0N 1V0**

**TOWN OF GIBSONS  
RESIDENTIAL GARBAGE COLLECTION  
RFP No. PW 2017-01**

**TABLE OF CONTENTS  
- REQUEST FOR PROPOSALS -**

<b>INVITATION TO PROPOSAL</b> .....	2
<b>INSTRUCTIONS TO PROPONENTS</b>	
Requirements.....	2
Proposals and Form of Submission.....	3
Proponent to Review Conditions and Documents.....	4
Proponent Price.....	4
Proponent Signing.....	4
Proponent Withdrawal.....	5
Proponent Rejection.....	5
Award.....	5
Payment.....	5
Term of Contract.....	5
Undertaking of Liability Insurance.....	6
Alterations and Addenda.....	6
Additional Information.....	6
Freedom of Information and Protection of Privacy.....	6
Conduct of the Contract.....	6
Collusion.....	7
Evaluation Criteria.....	7
Insurance and WCB.....	8
Goods and Services Sales Tax (GST).....	8
Liability of Errors.....	8
<b>FORM OF PROPOSALS</b> .....	9
<b>APPENDIX 1 - Schedule of Prices</b> .....	11
<b>APPENDIX 2 - Collection Information</b> .....	12
<b>PROPOSAL ANNEXURES</b>	
Undertaking of Liability Insurance.....	13
List of Proposed Subcontractors.....	14
Organization Chart.....	15
List of Equipment.....	16
List of Previous Contracts of Similar Nature.....	17

## INVITATION

Sealed Proposals plainly marked on the envelope "PROPOSALS FOR RESIDENTIAL GARBAGE COLLECTION No: PW2017 - 01 will be received by the Purchasing Officer, Town of Gibsons (Town) at its office at 474 S. Fletcher Rd., Gibsons, British Columbia up to 3:00 p.m. local time on Friday, January 20, 2017, at which time they will be opened in public.

The Works carried out under this Contract include the following:

Curbside garbage collection from eligible residences within the boundaries of the Town of Gibsons and disposal at Sunshine Coast Regional District landfill facilities.

Variations or alternative to the Proposal Form may be considered at the sole discretion of the Town.

Request for Proposal may be obtained from the Town at 474 S. Fletcher Rd, Gibsons, from the Town web site: [www.gibsons.ca](http://www.gibsons.ca) or from BC Bid.

Proposals must be accompanied by a Certified Cheque or Proposal Bond in the amount of Ten Percent (10%) of the Proposal Price of a two year Contract, made payable to the Owner and accompanied by a signed Undertaking of Liability Insurance.

A Performance Bond, in the amount equal to Fifty Percent (50%) of the Proposal Sum, or an Irrevocable Letter of Credit in the amount of 10% of the total amount of the contract, without a termination date, will be required from the successful Proponent.

## INSTRUCTIONS TO PROPONENTS

### 1. Requirements

#### (a) Collection Service Area

The collection contract provides service to residential customers within the boundaries of the Town of Gibsons:

- i. The collection service area contains 2,072 eligible residences as at January 1, 2017. (Includes strata units).

#### (b) Collection Information

- i. one 98 litre can (or equivalent) of garbage per week collected from each eligible resident
- ii. \$3.00 tag required for each extra container. ½ of the tag revenue accrues to the benefit of the Contractor and ½ to the Town of Gibsons.
- iii. Residential garbage collection is a mandatory service and is funded through user fees.

- iv. the Town pays the Contractor for curbside collection and transport of garbage to the designated landfill facility.
- v. The Contractor is to supply, free of charge, one or two collection bin(s) at each of the listed Strata complexes in Appendix 2. The contractor is required to empty the bin at a frequency necessary to prevent overflow conditions. The landfill charge is to be charged monthly at the rate quoted in Appendix 1 - This rate will be adjusted during the term of the contract to reflect any increases in tipping fees charged by the landfill operator (the Sunshine Coast Regional District).
- vi. Contractor is required to segregate garbage collected under this contract from all other garbage (If contract garbage is mixed with garbage from other sources the full tipping fee shall apply to the entire load and shall be assessed to the Contractor);

(c) Collection Schedule

- (i) maintaining the current collection schedule is preferred (Wednesday for Lower Gibsons – below Gibsons Way, and Thursday for Upper Gibsons – above Gibsons Way),
- (ii) proposed changes to the collection schedule will be considered if accompanied by rationale for the change. The Contractor will be responsible for advertising the schedule in the local newspaper twice before the initial pickup date.

(d) Excess Garbage

Collect garbage in excess of the weekly limit if the garbage container has an excess garbage tag affixed.

(e) Monthly Reporting

The Contractor shall provide a monthly report including:

- (i) The number of excess garbage tags sold,
- (ii) Fuel and Greenhouse Gas reporting (template to be provided by the Town of Gibsons),
- (iii) A summary of service interruptions and customer contacts by category i.e. missed pick-up including customer address and route.

## 2. Proposals and Form of Submission

- (a) Every Proposal must be submitted on the Proposal form found in this document, fully and properly completed. Proponents shall not extract any pages from this document, but shall return it intact with the Proposals and other required documentation as follows:

- i. Form of Proposal
- ii. Bid Bond or Letter of Credit
- iii. Schedule of Prices – Appendix 1

- iv. Undertaking of Liability Insurance
- v. List of Proposed Sub-Contractors
- vi. Organization Chart
- vii. List of Equipment
- viii. List of Previous Contracts of Similar Nature

(b) Sealed in an envelope and marked:

**PROPOSALS FOR *RESIDENTIAL GARBAGE COLLECTION* for  
the Town of Gibsons**

- (c) Delivered prior to 3:00 PM on January 20, 2017 to the office of the Town of Gibsons, 474 S. Fletcher Rd., Gibsons, B.C.
- (d) Late Proposals will not be accepted or considered, and will be returned unopened.
- (e) To be submitted upon award of the contract:
  - (i) Performance Bond, or
  - (ii) Irrevocable Letter of Credit,
  - (iii) Copy of Commercial General Liability and Vehicle Insurance Policy(s)

### **3. Proponent to Review Conditions and Documents**

The Proponent must carefully examine the Request for Proposals and be satisfied as to the terms and conditions contained herein. The Proponent shall obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its Proposals. Should any error appear in the Proponent's documents or should the Proponent discover any conditions conflicting with the letter or spirit of the Proponent's documents, it is the responsibility of the Proponent to obtain clarification before submitting its proposal.

### **4. Proponent Price**

The Proposal price submitted is to cover a two year period commencing March 1, 2017 and concluding February 28, 2019.

### **5. Proponent Signing**

If the Proponent is an individual or Partnership, the Proposals shall be executed by the individual or a partner in the presence of a witness and the signer must show the capacity in which they sign; e.g. "Partner", or "Partnership" or "Proprietor".

If the Proponent is a Corporation, the Proposals shall be executed under the seal of the company, affixed in the presence of the authorized officers or directors.

If the Proponent is a Joint Venture, each party to the joint venture shall execute the Proposals under seal in the manner appropriate to such party.

## **6. Proponent Withdrawal**

Proposals may be withdrawn by written notice provided such notice of withdrawal is received prior to the closing date and time. If requested, proposals withdrawn will be returned to the Proponent unopened at their cost.

## **7. Proponent Rejection**

The Town may, in its sole discretion, reject any or all Proposals which are incomplete, obscure, irregular, which have erasures or corrections in the Proposal form or which do not comply with the requirements of this Request for Proposals or Instructions to Proponents.

The lowest or any Proposals will not necessarily be accepted and the Town reserves the right to reject any or all Proposals and to accept the Proposals that it deems most advantageous and meets the criteria set out herein.

The acceptance of any Proposal is subject to the condition that the Town has allocated funds to carry out the Work over the term of the contract. Each Proponent agrees that, if the Town breaches any contract that arises upon the submission of a Proposal, the Proponent will not be entitled to damages in excess of the Proponent's reasonable costs to prepare its Proposal, and without limiting the generality of the foregoing, each Proponent releases the Town from any claim for loss of profits arising as a result any such breach of contract by the Town.

## **8. Award**

The Town reserves the right to reject any or all proposals and to accept any Proposal it considers advantageous. The lowest or any Proposal may not necessarily be accepted at the Town's sole discretion and including without limitation if:

- a. The project is cancelled due to budget restrictions or changing economic circumstances;
- b. Information becomes available after closing of this Request for Proposals which significantly changes the original scope of work;
- c. None of the Proposals sufficiently meet the criteria set out in this Request for Proposals.

## **9. Payment**

Payment shall be made Net 30 days following receipt of services or approved invoices, whichever is later.

## **10. Term of Contract**

The Contract, if awarded, shall commence on March 1, 2017 and shall continue for a consecutive period of two (2) years ending on February 28, 2019 and will be subject to an annual review of the scope of work to match the need of the Town of Gibsons. The term is also subject to any other right to terminate as set out in the signed Agreement.

## **11. Undertaking of Liability Insurance**

- (a) Proposals shall be accompanied by an Undertaking of Liability Insurance on the form included herein and issued by an insurance company licensed to conduct business in the Province of British Columbia.
- (b) The Undertaking of Liability Insurance shall be for those amounts and types of Insurance specified in the Contract.

## **12. Alterations and Addenda**

Any alteration or interpretation of this Request for Proposals will be made in the form of a written Addendum that may be issued by the Town at any time prior to five (5) days before close of Proposals.

Proponents are solely responsible for ascertaining the existence and contents of any Addendum issued by the Town.

## **13. Additional Information**

It is important that Proponents provide within their proposal information in support of their Proposal that addresses the following Proponent abilities:

- (a) Evidence that the Proponent is a corporation in good standing in the Province of British Columbia and is empowered to do business in the Province of British Columbia;
- (b) Evidence that the Proponent is capable of commencing Work of the Contract;
- (c) Evidence of the Proponent's experience in garbage collection;
- (d) Information regarding any alternatives submitted by the Contractor, and
- (e) Such additional information as may satisfy the Town that the Proponent is capable of fulfilling the Contract.

## **14. Freedom of Information and Protection of Privacy Act**

All documents submitted in response to this Request for Proposal shall become the property of the Town and as such will be subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act.

## **15. Conduct of the Contract**

Unless otherwise specified within this document, any question or inquiry regarding this Request for Proposal are to be directed to Ian Poole, Purchasing Officer or his designate. No other verbal or written instruction or information shall be relied upon by the Proponent, nor will such be binding upon the Town.

## 16. Collusion

Proponents shall not, directly or indirectly, make any agreements, participate in any collusion, or otherwise take any action in restraint of free competition in the preparation and submission of Proposals made in response to this Request for Proposals.

## 17. Evaluation Criteria

In addition to other criteria set out elsewhere in this Proposal and without limiting the discretion of the Town to accept or reject any or all Proposals, evaluation criteria include, without limitation:

- (a) **Qualifications and Experience**  
This criterion considers the Contractor's qualifications and experience in providing garbage collection and disposal services ...../25
  - (b) **Methodology and Objectives**  
This criterion considers the Contractor's understanding of the project's objectives and general methods and innovation. .... /30
  - (c) **Records of Success**  
This criterion considers the Contractor's record of success...../15
  - (d) **References and Value Added**  
This criterion is based on the Contractor's references and value added component ...../5
  - (e) **Cost (1)**  
This criterion considers the price of the services...../25
- .....**Maximum Score = 100**

- (1) The Score for the Cost component is determined by the following formula  

$$\text{Score} = (\text{lowest qualified fee} / \text{Contractor's proposed fee}) \times 25$$

The Town of Gibsons reserves the right to be the sole judge of a qualified Contractor.

Contractors are encouraged to provide information on what makes the Contractor innovative and what is its competitive advantage. Describe all environmental "Green" certifications, innovations and any other benefits that contribute to overall best value of the proposal.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Contractor with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Contractors. The Evaluation Committee may consider such clarification or additional information in evaluating a Proposal.

The evaluation will be confidential and no totals or scores will be provided to any Contractor.



**18. Insurance and WCB**

The Proponent shall obtain and continuously hold for the term of the contract, insurance coverage with the Town of Gibsons listed as an "Additional Insured" the minimum limits of not less than those stated below:

- (a) Commercial General Liability – not less than \$5,000,000 per occurrence,
- (b) Vehicle Third Party – not less than \$5,000,000 per occurrence.

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any contract entered into from this process.

**19. Goods and Services Sales Tax (GST)**

The Proponents shall not include GST in the Proposal price.

**20. Liability of Errors**

While the Town of Gibsons has used considerable efforts to ensure an accurate representation of information in the RFP, the information contained is supplied solely as a guideline of Proponents. The information is not guaranteed or warranted to be accurate by the Town of Gibsons nor is it necessarily comprehensive or exhaustive.

## Form of Proposals

### 1) WE THE UNDERSIGNED:

1.1 Having carefully read and examined the Instructions to Proponents, Form of Proposals and Proposal Annexures, hereby agree to the same and having full knowledge of the work required do hereby offer to enter into a formal Contract to perform and complete the whole of the said work and provide all necessary labour, equipment and materials, mobilization and demobilization, as set forth and in strict accordance Proposal Documents to do all therein called for on the terms and conditions and under the provision therein set forth and at the prices as set out below.

1.2 Have complied with the Instructions to Proponents; and

### 2) ACCORDINGLY WE HEREBY OFFER:

2.1 To perform and complete all of the Work and provide all labour, equipment, materials and supervision as set out in the Proposal Documents, in strict compliance with said documents, and

### 3) WE AGREE

3.1 That this Proposal will be irrevocable and open for acceptance by the Town for a period of 60 calendar days from the day following the Proposal Closing Date and Time, even if the Proposal of another Proponent is accepted by the Owner, and

3.2 Within 15 days of receipt of the written Notice of Award, deliver to the Owner a Performance Bond, in the amount of 50% (fifty percent) of the Contract Price for the term selected by the Town, covering the performance of the Work or an Irrevocable Letter of Credit on the amount of 10% (ten percent) of the value of the Contract Price for the term of the contract, and

3.3 Within 15 days of receipt of the written Notice of Award, deliver a clearance letter indicating the Proponent is in WCB compliance, and

3.4 Within 15 days of receipt of the written Notice of Award, sign the Contract Documents.

**4) WE AGREE:**

4.1 That, if we receive written Notice of Award of the Contract and, contrary to paragraph 3 of this Form of Proposals, we fail or refuse to deliver the documents as specified by this Form of Proposals, then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the owner may award the Contract to another party.

We further agree that, as full compensation on account of damages suffered by the Owner because of such failure or refusal, the Proposal Security, being a Certified Cheque or Proposal Bond in the amount of ten percent of the Proposal price, shall be forfeited to the Owner, in the amount equal to the lesser of:

4.1.1 The face value or the amount equal of the Proposal Security; and

4.1.2 The amount by which our Proposal Price is less than the amount for which the Owner contracts with another party to perform the Work.

**5) OUR ADDRESS is as follows:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:**

**Fax:**

**Contact Person:**

**THIS PROPOSAL IS EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**CONTRACTOR:**

\_\_\_\_\_  
(Full Legal Name of Corporation, Partnership or Individual)

\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
(Authorized Signatory)

**APPENDIX 1 - Schedule of Prices**

The Proposal Price shall be the amounts entered on the Schedule of Prices.

**Schedule of Prices for services**

(a) Residential Garbage Collection – Year One

Charge Per Eligible Residence Per Month	
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(b) Residential Garbage Collection – Year Two

Charge Per Eligible Residence Per Month	
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(c) Landfill Charge per Yd. per Week for Strata Complexes Listed in Appendix 2

Landfill Charge Per Cu. Yd. Per Week	
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Applicable taxes are extra

## **APPENDIX 2 - Collection Information**

### **Current Collection Schedule**

**Wednesday:** Lower Gibsons below Gibsons Way

**Thursday:** Upper Gibsons above Gibsons Way

### **Number of Residential Collection Customers**

The collection service area contains 2,072 eligible residences as at January 1, 2017. (Includes strata units).

### **Monthly Landfill Charges for the following Strata Complexes**

Each of the Strata Complexes has one or two bins in a screened enclosure as follows:

Casa Luna – 450 Marine Dr. -	1- 360 L bin
Cedar Gardens – 518 Shaw Rd. -	1 - 2 Yd. bin
Gurney Apts. - 694 School Rd. / 693 Corlett Rd.	1 - 2 Yd. bin
Gower Gardens – 291 Periwinkle Lane -	2 - 2 Yd. bin
Corlette Apts - 715 Corlette Rd. -	1 - 3 Yd. bin
Heritage Classic – 809 / 811 North Rd. -	1 - 2 Yd. bin
Islandview Lanes – 728 Gibsons Way -	1 - 3 Yd. bin
Oceanview Classics – 622 Farnham Rd. -	1 - 4 Yd. bin
Parkrise – 689 Park Rd. -	1 - 3 Yd. bin
The Landing – 414 Gower Pt. Rd. -	1 - 3 Yd. bin
The Rosewood – 624 Shaw Rd. -	1 - 3 Yd. bin
Hillcrest Place. – 703 Gibsons Way	1- 360 L bin
Blue Heron Village – 641 Mahan Rd. -	1 - 2 Yd. bin
Soames Place – 875 Gibsons Way -	1 - 3 Yd. bin
Pacific Gourmet Foods Apt.– 526 S. Fletcher Rd. -	1 - 2 Yd. bin

## UNDERTAKING OF LIABILITY INSURANCE

Town of Gibsons  
474 S. Fletcher Rd.  
Gibsons, British Columbia  
V0N 1V0

Gentlemen:

We the undersigned

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INSURANCE COMPANY'S NAME

do hereby undertake and agree to cover the Contractor

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PROPONENT'S NAME

in the amount of FIVE MILLION DOLLAR (\$5,000,000.) Comprehensive Liability Insurance, as more particularly outlined in the General conditions and agree to:

- (a) Name the Town of Gibsons as an additional insured;
- (b) State that such policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured, and
- (c) State such policy cannot be cancelled, or materially changed without at least THIRTY (30) DAYS written notice to the Town delivered to the Town, Purchasing Manager, at the above address.

The coverage provided by such insurance shall protect the Contractor and the Town during the carrying out of the Works and services specified in the Contract Documents.

Dated at \_\_\_\_\_ British Columbia

this \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_.

Yours very truly,

---

(TO BE SIGNED BY INSURANCE COMPANY)



**ORGANIZATION CHART**

The proposed personnel organization, including organization chart and resources of supervisory personnel, for the contract is as follows, including:

- (a) The average number of persons the Contractor will employ and maintain on the project.
- (b) The name of the manager that the Contractor proposes to place on the project and their previous experience on this type of operation.





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## LIST OF PREVIOUS CONTRACTS OF SIMILAR NATURE

The Proponent shall fill in details below of the most recent contracts they have undertaken with work of a nature similar to this proposed Contract. It is the intention of the Town to use the information given below to assess the experience of the Proponent in the appropriate fields of work. The Town may contact the reference given below before awarding the Contract.

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LOCATION:  
CONTRACT NAME:  
CONTRACT VALUE:  
DESCRIPTION OF WORK:

CLIENT:  
TELEPHONE NUMBER:

YEAR:

LOCATION:  
CONTRACT NAME:  
CONTRACT VALUE:  
DESCRIPTION OF WORK:

CLIENT:  
TELEPHONE NUMBER:

YEAR:

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LOCATION:  
CONTRACT NAME:  
CONTRACT VALUE:  
DESCRIPTION OF WORK:

CLIENT:  
TELEPHONE NUMBER:

YEAR:

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LOCATION:  
CONTRACT NAME:  
CONTRACT VALUE:  
DESCRIPTION OF WORK:

CLIENT:  
TELEPHONE NUMBER:

YEAR:

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