



## **REQUEST FOR PROPOSALS**

**Title:** SUPPLY AND DELIVERY OF WASTE COLLECTION CARTS

**Reference No.:** 1220-030-2017-039

**FOR PROFESSIONAL SERVICES (CONTRACTOR – GOODS AND SERVICES)**

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## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose

The City of Surrey (the “**City**”) invites proponents to provide a proposal in response to this Request for Proposals (the “**RFP**”) on the form attached as Schedule C (the “**Proposal**”) for the supply of the goods (if any) and services described in Schedule A (the “**Goods and Services**”). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Proposal (the “**Proponent**”) should prepare a Proposal that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

#### 1.2 Definitions

In this RFP the following definitions shall apply:

“**BC Bid Website**” means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in section 2.5;

“**City Website**” means [www.surrey.ca](http://www.surrey.ca);

“**Closing Time**” has the meaning set out in section 2.1;

“**Contract**” means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

“**Evaluation Team**” means the team appointed by the City;

“**Goods**” has the meaning set out in Schedule A;

“**Information Meeting**” has the meaning set out in section 2.2;

“**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

“**Proponent**” means an entity that submits a Proposal;

“**Proposal**” means a proposal submitted in response to this RFP;

“**RFP**” means this Request for Proposals;

“**Services**” has the meaning set out in Schedule A;

“**Site**” means the place or places where the Goods are to be delivered and the Services are to be performed; and

**“Statement of Departures”** means Schedule C-1 to the form of Proposal attached as Schedule C.

## **2. INSTRUCTIONS TO PROPONENTS**

### **2.1 Closing Time and Address for Proposal Delivery**

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

The Proponent may submit a Proposal either by email or in a hard copy, as follows:

#### **(a) Email**

If the Proponent chooses to submit by email, the Proponent must submit the Proposal electronically in a single pdf file to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

**on or before the following date and time**

**Time: 3:00 p.m., local time**  
**Date: June 28, 2017**

**(the “Closing Time”).**

**PDF emailed Proposals are preferred** and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone to confirm receipt. A Proponent bears all risk that the City’s equipment functions properly so that the Proposal is submitted on time.

#### **(b) Hard Copy**

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

**Name:** Richard D. Oppelt, Purchasing Manager  
at the following location:

**Address:** Surrey City Hall  
Finance & Technology Department – Purchasing Section  
Reception Counter, 5<sup>th</sup> Floor West  
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada

**on or before the Closing Time.**

### **2.2 Information Meeting**

An information meeting may be hosted by the City Representative to discuss the City’s requirements under this RFP (the “Information Meeting”). While attendance is at the

discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

## **2.3 Late Proposals**

Proposals submitted after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) may not be grounds for an extension of the Closing Time.

## **2.4 Amendments to Proposals**

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City's equipment functions properly so as to facilitate timely delivery of any amendment.

## **2.5 Inquiries**

All inquiries related to this RFP should be directed in writing to the person named below (the "**City Representative**"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Purchasing Manager  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)  
Reference: 1220-030-2017-039

Inquiries should be made no later than 7 business days before Closing Time. The City reserves the right not to respond to inquiries made within 7 business days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with section 2.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

## **2.6 Addenda**

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the "**BC Bid Website**") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "**City Website**") that will form part of this RFP. It is the responsibility of Proponents to check the BC Bid Website and the City Website for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by

any Proponent. By delivery of a Proposal, Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

## **2.7 Examination of Contract Documents and Site**

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

## **2.8 Opening of Proposals**

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

## **2.9 Status Inquiries**

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

# **3. PROPOSAL SUBMISSION FORM AND CONTENTS**

## **3.1 Package (Hard Copy)**

If the Proponent chooses NOT to submit by email, the Proponent should submit a Proposal in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City.

Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Proposal, they should be fully 100% recycled stock.

The City seeks and prefers submittals on 100% Post Consumer Fibre (PCF) paper, consistent with the City's policy and the City environmental practices.

Please double-side your Proposal.

## **3.2 Form of Proposal**

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

## **3.3 Signature**

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

#### **4. EVALUATION AND SELECTION**

##### **4.1 Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party contractors and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

##### **4.2 Evaluation Criteria**

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Goods and Services in order to determine the Proposal which is most advantageous to the City, generally using the following criteria:

- (a) **Experience, Reputation and Resources**  
The Evaluation Team will consider the Proponent's responses to items (i) to (ix) in Schedule C-2.
- (b) **Technical**  
The Evaluation Team will consider the Proponent's responses to Schedule C-4 and items (i) to (vi) in Schedule C-3.
- (c) **Financial**  
The Evaluation Team will consider the Proponent's response to Schedule C-5.
- (d) **Statement of Departures**  
The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis,

evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

#### **4.3 Discrepancies in Proponent's Financial Proposal**

If there are any obvious discrepancies, errors or omissions in Schedule C-5 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

#### **4.4 Litigation**

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its contractors and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

#### **4.5 Additional Information**

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

#### **4.6 Interviews**

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.



#### **4.7 Negotiation of Contract and Award**

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s) including financial terms, and such discussions may include:
  - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
  - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
  - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
    - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
    - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
    - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Goods and Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Goods and Services in some other manner.

### **5. GENERAL CONDITIONS**

#### **5.1 No City Obligation**

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

#### **5.2 Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and contractors, relating to or arising from this RFP. The City and its representatives, agents, contractors and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

### **5.3 No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

### **5.4 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

### **5.5 Solicitation of Council Members, City Staff and City Contractors**

Proponents and their agents will not contact any member of the City Council, City staff or City contractors with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP.

### **5.6 Confidentiality**

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

**- END OF PAGE -**

## **SCHEDULE A**

### **SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

#### **1. PURPOSE**

- 1.1 The City invites Proposals from experienced and qualified Contractors for the provision of everything required including all skilled labour, tools, materials, equipment for the supply and delivery of Waste Collection Carts and any other requirements.

#### **2. BACKGROUND**

- 2.1 The City of Surrey provides weekly residential curbside organic (kitchen and yard) waste collection with alternating bi-weekly garbage and recycling services via a fully automated cart-based collection system which is operated exclusively by a Compressed Natural Gas (CNG) waste collection fleet. Waste collection services are provided to approximately 101,600 single family households, 27,000 secondary suites via cart-based system with weekly organic waste collection and alternating biweekly collection of garbage and recyclables. Additionally, 32,500 apartment building residences are provided centralized recycling service and 15,000 apartment residences receive the voluntary weekly organic waste collection services in Surrey which was launched in 2015.
- 2.2 Approximately 300,000 waste carts were distributed to the City's 100,000 waste collection customers during the roll-out of the City's new Rethink Waste Collection program. Each household received one cart each for garbage, recycling and organic waste. Beyond the initial City-wide disbursement of carts in 2012, the City required waste carts for the following reasons:
- (a) There is an annual average increase of approximately 1,500 new households in the residential curbside collection customer base with each new household requiring three (3) waste carts, one for each of the three collection streams;
  - (b) There are approximately 1,000 single family household customers that are being added to the waste services coverage area within the City's Agricultural Land Reserve area;
  - (c) There is a need to provide 4,000 additional carts to some households for organics and/or recyclables;
  - (d) There is a need to replace carts that are damaged; and
  - (e) There is a need to provide recycling and organics carts to the City's growing multi-family buildings customer base (apartments)
- 2.3 The City uses and requires a combination of the following size wheeled carts for each waste stream: 360 Litre / 96 U.S. gallons, 240 Litre / 64 U.S. gallons, 180 Litre / 48 U.S. gallons, 120 Litre / 32 U.S. gallons, and 80/ 90 Litre / 21/ 24 U.S. gallons.

#### **3. ESTIMATED ANNUAL CART QUANTITIES AND TYPES**

- 3.1 The respective amounts of goods to be furnished in the Proposals are an estimate for purpose of comparing Proposals only. The City does not expressly nor by implication agree that the actual amounts of Work or material of any class will correspond even approximately to this estimate, but reserves the right to increase or decrease the

amounts of any class or portion of the Work, or to omit portions of the Work that may be deemed not necessary or expedient by the City. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, except as provided for herein, because of any difference between the amount of actual work done and material actually furnished and the quantities stated in the Proposal.

#### **Estimated Annual Quantities of Cart Size and Types**

<b>Size (litres)</b>	<b>Garbage</b>	<b>Recycling</b>	<b>Organics</b>	<b>Total</b>
80/90	100	100	300	500
120	100	100	300	500
180	300	100	100	500
240	500	2,000	1,500	4,000
360	1,500	2,500	2,000	6,000

#### **4. WASTE CART SPECIFICATIONS**

- 4.1 The following specifications identify the minimum requirements to which the City is seeking:

<b>Refuse, Recycling and Yard Waste Containers Specifications</b>
<p><b>1. General</b> Product proposed must have been in service for a minimum of five (5) years. All containers shall be new and unused. Containers shall conform to the best practices known to the trade in the design, quality and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of the same sized/type container. The component parts shall also be interchangeable with the current inventory of waste carts used in Surrey.</p>
<p><b>2. Container Standards</b> Containers shall meet the requirements set forth in:</p> <ul style="list-style-type: none"> <li>• ANSI Z245.30-2008</li> <li>• ANSI Z245.60-2008</li> </ul> <p><b>Provide:</b> From an independent party officially recognized to perform such analysis:</p> <ol style="list-style-type: none"> <li>1. Certified copies of results of each test set forth in Section 7.2.4 Appendix A-G, testing requirements of ANSI Z245.30-2008; test results shall include loading and unloading test for carts set forth in Appendix D for both semi-automated and fully automated lifters.</li> <li>2. Certification that the containers meet the dimensional requirements of ANSI Z245.60-2008 section 7.1, requirements for type B containers and 7.4, requirements for type G containers.</li> </ol>
<p><b>3. Container Design</b> Containers shall be designed to be lifted by both fully automated lift systems and North American "bar-lock" style semi-automated lifting systems. The assembled container shall be designed to regularly receive and dump 3.5 pounds per US Gallon of capacity, both static and during the complete lift and dump cycle.</p>
<p><b>4. Body</b> The body of the container shall be manufactured from first quality virgin medium or high density polyethylene with a maximum of 50% post-consumer recycled material. Container body below the lid shall be one piece and be rotationally or injection moulded. Ultraviolet stabilizers and other additives will be hot melt compounded into the base material.</p> <p>The bottom of the container must have a molded-in wear strip to protect against dragging. Container base must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.</p>

**Refuse, Recycling and Yard Waste Containers  
Specifications**

**5. Nestability**

Containers must be designed so that each fully assembled container can be stacked inside another fully assembled container for maximum efficiency in storage and delivery.

**6. Container Sizes**

Proponents shall be able to supply five sizes of carts similar to the current inventory of waste carts used in Surrey and provided to its customers.

The container volume excluding the lid, must be 360 Litre / 96 U.S. gallons, 240 Litre / 64 U.S. gallons, 180 Litre / 48 U.S. gallons, 120 Litre / 32 U.S. gallons, and 80/ 90 Litre / 21/ 24 U.S. gallons (no variation beyond +/- 2% for each cart size will be accepted). Proponents must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest whole Litre).

**360 Litre / 96 Gallon:** STATE BODY CAPACITY

**240 Litre / 64 Gallon:** STATE BODY CAPACITY

**180 Litre / 48 Gallon:** STATE BODY CAPACITY

**120 Litre / 32 Gallon:** STATE BODY CAPACITY

**80/ 90 Litre / 21/ 24 Gallon:** STATE BODY CAPACITY

**7. Lid**

Each container shall be furnished with a lid manufactured from first quality 100 percent virgin polyethylene or with post-consumer recycled material not to exceed 50 percent. Ultraviolet stabilizers and other additives will be hot melt compounded into the base material.

The lid design shall be crowned, not flat, to provide drainage. The lid shall be of such configuration that it will not warp, bend, slump or distort to such an extent that it no longer fits the container tightly or becomes otherwise unserviceable.

The lids shall be constructed such that they continuously overlap the container body so to prevent the inclusion of rainwater, rodents, birds and insects, and the emission of odours. The lid shall not bind on the handle in the open position.

The lids are to open or rotate a full 270 degrees and allow free flow of material during the dump cycle. The lid must be easily detached from the body with a simple specialized tool to facilitate maintenance.

Each lid shall be one-piece construction with a hand grip for lifting moulded into the front of the lid. All lids shall be designed to allow the lid to be raised by hand without coming into contact with the bottom of the lid.

Lids shall be interchangeable with the same sized/type container and current waste carts in inventory.

**8. Recyclable**

The body of the container, the lid, and all other parts shall be 100% recyclable.

**9. Handle**

The handle(s) will be an integrally molded part of the container body and shall not rotate on its own axis.

Each container shall have two (2) grasping handles with grip openings of sufficient size to accommodate gloved hands.

**10. Colour**

Resin shall contain colour pigment hot melted compounded. Colour shall be non-fading throughout the warranty period.

The colour and shade of containers shall be consistent and without noticeable variation from one to another.

The container body colour should be similar to the current inventory of waste carts used in Surrey and provided to its customers grey granite color. Surface treatments, spray-on finishes and materials that are not homogenous are not acceptable. Other variations may be proposed.

Lid colours should match the current cart lid colours. Colour of lids shall be:

- Garbage - black.
- Recycling – blue.
- Yard trimmings / organics – green.

Proponents should submit color chips of all colours available per the above requirement.

**Refuse, Recycling and Yard Waste Containers  
Specifications**

**11. Wheels**

Wheels shall be the manufacturer's best quality available for the intended purpose. Tread width for all wheels for containers shall be no less than 1.75". Wheels will be one piece and can be rotationally, blow or injection moulded from first quality 100 percent virgin polyethylene. Wheels shall be the same size and interchangeable with the same sized/type container and current waste carts in inventory. The wheel assembly must be easily removed with a simple specialized tool to facilitate maintenance.

**12. Axles**

Each container shall have a minimum 5/8" steel axle rod (either galvanized or zinc plated). The axle must pass through the container body, outside the refuse area, and be attached by means of a molded in axle sleeve supplying sufficient support to minimize stress and prevent bending of the axle. The axle shall be easily replaced in the field and capable of supporting the full load capacity of the container. Axles shall be the same size and interchangeable with the same sized/type container and current waste carts in inventory.

**13. Grab Bars**

A grab bar, compatible with all North American or domestic style lifting devices will be moulded into each container or constructed of tubular steel. Metal grab bars will be constructed of galvanized steel, have a minimum of 1" outside diameter, and be easily replaceable in the field. To prevent leakage, body will be sealed and bar shall not penetrate the body.

**14. Stability**

The container shall be stable and self-balancing when in the upright position either loaded or empty. When the container is sitting on a surface, it shall sit flat on the surface. The container must be designed to withstand winds up to 50km per hour as applied from any direction when empty or loaded, lid open or closed. The container shall remain in the upright position when the lid is being opened. Containers shall meet slope stability test requirements set forth in ANSI Z245.30-2008, Appendix B for front, rear and side orientations.

**15. Finish**

Interior and exterior surfaces shall be uniform in appearance and free of foreign substances, shrink holes, cracks, blow holes, webs and other superficial or structural defects that could adversely affect the appearance and performance of the container. The interior of the container shall be smooth. Exterior surface shall not hinder the container being picked up by a mechanical arm.

**16. Durability**

All parts of the container shall be usable for the warranty period of ten (10) years in the intended application including normal resistance to bottom wear and permanent deformation from loading and unloading of solid waste. It is understood that the container will be gripped by hydraulically operated equipment and will come in regular contact with asphalt, concrete and other rough surfaces.

**17. Identification**

All containers shall be identified with wording and/or graphics hot stamped onto the lid and body of the containers. Markings, as required by ANSI Z245.30-2008 shall be molded into each lid. The City will work with the Contractor to determine the final type and arrangement of container markings. Green lids will have "Organics Only" hot stamped on lid; Blue lids will have "Recyclables Only" hot stamped on lid; Black lids will have "Garbage Only" hot stamped on lid.

Each container shall have a seven digit serial number hot stamped onto the front or side in white and be a minimum of 1" in height. The serial number shall be alphanumeric. The City will work with the Contractor or determine the final composition of serial numbers. Each container shall have a 'no parking' sign hot stamped in white onto the front side of the cart, under the alphanumeric serial number.

The City of Surrey logo will be hot stamped in white on each side of the container. Design to be approved by the City. The Contractor will supply, for approval by the City, detailed artwork for all markings, prior to start of manufacturing.

The manufacturer shall provide an electronic list referencing the date of manufacture to the serial number on each container body.

**Refuse, Recycling and Yard Waste Containers  
Specifications**

**18. RFID Tag, Container Distribution and Inventory Software.**

Carts shall have a non-proprietary UHF RFID microchip embedded in, or securely mounted to the container. The chip containing specific information as to the container's unique serial number and date of manufacture. The chip will comply with current Canadian telecommunications regulations. RFID should be compatible with current program software used by both the City and its waste collection contractor.

This identification technology is to be used for asset management. Also state method of attachment and placement on the container.

**19. Container Data**

For each container size provide the following:

- Volume of container body (Litres / U.S. Gallon).
- Height (including lid).
- Width.
- Hip of gripping surface diameter.
- Average wall thickness of body.
- Average wall thickness of lid.
- Wheel diameter and wheel tread width.
- Steel axle diameter.
- Weight of complete container.
- Complete container resin weight.

**Provide:**

Complete printed manufacturer specifications, published literature, and illustrations of units proposed. The specifications shall show, as a minimum:

- Manufacturing process for Containers.
- Resin material type, manufacturer, and name brand.
- Detailed lid/hinge assembly description and attachment and detachment method.
- Axle assembly material, dimensions and attachment method.
- Wheel material, dimensions and attachments/ detachment method.



**Refuse, Recycling and Yard Waste Containers  
Specifications**

**20. Warranty**

The warranty must be for no less than 10 years and must specifically provide for no-charge replacement of any component parts, which may fail in design, material or workmanship, for a period of 10 years after delivery to resident or City location(s). The warranty shall include, but not limited to, the following defects and/or replacement of the defective parts:

- Failure of the lid to prevent rainwater from entering the container when closed on the containers body.
- Damage to the container body, the lid or any component part through opening or closing the lid.
- Failure of the body and lid to maintain their original shape.
- Failure of the wheels to provide continuous, easy mobility, as originally designed.
- Failure at attachment points for lids, hinges, wheels or other points of attachment.
- Cracking, fading, splitting, peeling, weathering degradation and/or lowered ultraviolet resistance to aging in the course of normal operational use.
- Failure of any specified information, identification, RFID identification, marking, graphic, numerals, dating, lettering, language or symbols on containers to be clearly legible.
- Failure of any portion of the bottom of the container body to remain impervious to damage or wear-through after repeated contact with rough and abrasive surfaces.
- All transportation, taxes, customs, excise, brokerage and other fees to deliver replacement containers or parts F.O.B. to the City's designated recycling depot as well as any such fees required to send defective parts back to the Contractor or manufacturer, as well as any labour associated with replacing the parts (in cases where a whole container is not being replaced).
- All parts of the container shall be usable for the warranty period of 10 years in the intended application including resistance to bottom wear and permanent deformation from loading and unloading of solid waste. It is to be understood that the container will be gripped by hydraulically operated equipment and will come in contact with asphalt, concrete, and other rough surfaces, including stairs.
- All containers shall remain durable in hot and cold temperature variations of this region. In addition, during the warranty period, the container and its component parts shall maintain sufficient strength, shape and appearance, and be resistant to blows, kicks and rodent penetration, such as to require no routine maintenance and in general be maintenance free.
- The Contractor shall guarantee continuous availability of a complete inventory of all replacement parts for the duration of the warranty beginning no later than the first day delivery commences. The replacement part stock requirements will be determined by the City and are subject to change.

**21. Resin Product**

- What is offered.
- Type of resin(s) used in the container bodies and lids.
- Weight of resin(s) used in the container body and lid only, for each container size.

**22. Legal or Administrative Settlements:**

The manufacturer of the cart must submit the name, contact name and telephone number for each government or agency with which it has had a legal or administrative settlement of warranty, cart failure claims or contract performance within the last ten (10) years including ongoing negotiations of settlement throughout Canada or US. Include a brief summary of the settlement or indicate if a "gag order" was imposed, and by whom it was ordered. This information must be provided on a separate page entitled "Legal or Administrative Settlements".

**23. Resin Adjustment:**

In order to mitigate the risks involved with market fluctuation in the price of resin materials used in the moulding of the container bodies and lids, cart unit prices will be adjusted based on the actual price of resin at the time of cart order.

**24. Sample Carts**

Proponents should submit with its Proposal sample carts as representing the proposed carts in bid submissions at no cost to the City. Samples should include one cart of each of the five cart sizes. Samples will form a part of the Proposal evaluation. Samples should be received on or prior to the Closing Date of the RFP. All samples should be marked "**Samples for RFP No. 1220-030-2017-039, Supply and Delivery of Waste Collection Carts**" and must indicate the name of the Proponent. Samples for items not selected for award may be returned to the Proponent.



**Refuse, Recycling and Yard Waste Containers  
Specifications**

**24. Delivery**

The Contractor shall be responsible for:

- The delivery of waste collection carts to the City's Assembly, Distribution and Cart Management Contractor's facility or to a location determined by the City that will either be in or in close proximity to the City.
- Coordinating waste cart manufacturing and shipment schedule to accommodate the City's requests.
- Unit prices shall include freight, custom duties, brokerage fees and any other delivery costs.

**25. Sustainable Purchasing**

The City may give preference for products that demonstrate sustainable purchasing and an overall lower environmental footprint and cost of ownership.

**5. PERFORMANCE**

- 5.1 The Contractor shall provide a Performance Bond or an Irrevocable Standby Commercial Letter of Credit, or Certified Funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) within ten (10) days of notice of award, in the form satisfactory to the City as a guarantee for the due and faithful performance of the Contract by the Contractor. Such a bond must be issued by a surety company licensed to transact business in Province of British Columbia and must be in the form and contain terms satisfactory to the City. At no time will the Performance Bond be released until the described Services has been completed and satisfactorily performed.
- 5.2 The Contractor shall provide Labour & Materials Payment Bond or an Irrevocable Standby Commercial Letter of Credit, or Certified Funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) within ten (10) days of notice of award, in the form satisfactory to the City. Such bond must be issued by a surety company licensed to transact business in the Province of British Columbia in a form and contain terms satisfactory to the City. At no time will the Labour and Materials Payment Bond be released until the described Services has been completed and satisfactorily performed.

**- END OF PAGE -**

**SCHEDULE B – DRAFT CONTRACT**



**PROFESSIONAL SERVICES AGREEMENT**

**Title:** SUPPLY AND DELIVERY OF WASTE COLLECTION CARTS

**Reference No.:** 1220-030-2017-039

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**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

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**APPENDIX 5 – ADDITIONAL SERVICES**

**Title: SUPPLY AND DELIVERY OF WASTE COLLECTION CARTS**

**THIS AGREEMENT** is dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**AGREEMENT No.: 1220-030-2017-039**

**BETWEEN:**

**CITY OF SURREY**  
13450 - 104 Avenue  
Surrey, B.C., V3T 1V8, Canada  
(the "**City**")

**AND:**

\_\_\_\_\_  
(*Insert Full Legal Name and Address of Contractor*)

(the "**Contractor**")

**WHEREAS** the City and the Contractor wish to undertake this agreement with the Contractor providing the following Goods and Services:

*Supply and Delivery of Waste Collection Carts*

**THEREFORE** in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Contractor agree as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this agreement the following definitions apply:

"**Dispute**" has the meaning set out in section 14.1;

"**Fees**" has the meaning set out in section 5.1;

"**Goods**" has the meaning set out in section 2.1;

"**Indemnitees**" has the meaning set out in section 7.1;

"**Invoice**" has the meaning set out in section 5.2(a)

"**Services**" has the meaning set out in section 2.1;

"**Term**" has the meaning set out in section 2.5; and

"**Time Schedule**" has the meaning set out in section 2.6.

## **1.2 Appendices**

The following attached Appendices are a part of this agreement:

- Appendix 1 – Specifications of Goods and Scope of Services;
- Appendix 2 – Fees and Payment;
- Appendix 3 – Time Schedule;
- Appendix 4 – Personnel and Sub-Contractors; and
- Appendix 5 – Additional Services.

## **2. GOODS AND SERVICES**

### **2.1 Goods and Services**

The City hereby retains the Contractor to provide the Goods and Services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the “**Goods and Services**”).

### **2.2 Amendment of Goods and Services**

The City may from time to time, by written notice to the Contractor, make changes to the Goods and Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Appendix 2.

### **2.3 Additional Goods and Services**

The Contractor will, if requested in writing by the City, provide additional goods and perform additional services as may be listed in Appendix 5. The terms of this agreement will apply to any additional goods and services, and the fees for additional goods and services, and the time for the Contractor’s performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Contractor will not provide any additional goods and services in excess of the scope of services requested in writing by the City.

### **2.4 Standard of Care**

The Contractor will provide the Goods and perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to provide the Goods and Services.

### **2.5 Term**

The Contractor will provide the Goods and Services for the period commencing on **August 1, 2017** and terminating on **July 31, 2020** (the “Term”).

The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed two (2) additional one (1) year extensions. If the City elects to extend the Term, the provisions of this agreement will remain in force, including the Fees, except where amended in writing by the parties.

## **2.6 Time**

The Contractor acknowledges that time is of the essence with respect to the provision of the Goods and performance of the Services and accordingly the Contractor will provide Goods and Services within the performance or completion dates or time periods (the "Time Schedule") as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

## **2.7 Warranty of Goods**

The Contractor warrants that the Goods supplied by the Contractor shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased.

The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

Goods supplied by the City and installed by the Contractor that require Services during a product warranty period shall be serviced by the Contractor at the City's expense.

If any Goods are installed by the Contractor, and subsequently recalled by the manufacturer of the Goods, Service costs associated with the replacement of the recalled Goods will be at the Contractor's expense. The Contractor shall notify the City if a recall notice is issued by a Goods manufacturer.

Damage to Goods caused by a third party (i.e. motor vehicle collision) shall not be covered by any Goods warranty, and the Contractor will not be held responsible for any associated damage repair costs.

## **3. PERSONNEL**

### **3.1 Qualified Personnel**

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.



### **3.2 Listed Personnel and Sub-Contractors**

The Contractor will provide the Goods and Services using the professional personnel and sub-contractors as may be listed in Appendix 4 and identified by the Contractor, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

### **3.3 Replacement of Personnel or Sub-Contractors**

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

### **3.4 Sub-Contractors and Assignment**

Except as provided for in section 3.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the City.

### **3.5 Agreements with Sub-Contractors**

The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this agreement into all sub-contracts as necessary to preserve the rights of the City under this agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

## **4. LIMITED AUTHORITY**

### **4.1 Agent of City**

The Contractor is not and this agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

### **4.2 Independent Contractor**

The Contractor is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Goods and Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in section 3.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

## 5. FEES

### 5.1 Payment for Goods and Services

The City will pay to the Contractor the fees as set out in Appendix 2 (the "**Fees**"). The unit prices and the lump sum prices for Goods and Services listed Appendix 2 of this agreement shall be full compensation for the supply and installation of the Goods and Services including, without limitation, storage, delivery, labour, traffic control, overhead costs and profit (excluding applicable taxes). For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

Fees, Disbursements, and GST will not exceed the amount of \$\$\$ without the prior written approval of the City.

### 5.2 Payment

Subject to any contrary provisions set out in Appendix 2:

- (a) the Contractor will submit a monthly invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and the Disbursements relating to the Goods and Services provided in the previous month, and including the following information:
  - (1) an invoice number;
  - (2) the Contractor's name, address and telephone number;
  - (3) the City's reference number for the Goods and Services, P.O. #xxxxxx;
  - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractors that have performed services during the previous month;
  - (5) the percentage of the Goods and Services completed at the end of the previous month;
  - (6) the total budget for the Goods and Services and the amount of the budget expended to the date of the Invoice;
  - (7) taxes (if any);
  - (8) grand total of the Invoice;
- (b) the Contractor will on request from the City provide receipts and invoices for all Disbursements claimed;
- (c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
- (d) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its Final Report to the City; and
- (e) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor by mail to:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

### **5.3 Records**

The Contractor will prepare and maintain proper records related to the delivery of the Goods and Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Contractor will make the records available open to audit examination by the City at any time during regular business hours during the time the Contractor is providing the Goods and Services and for a period of six years after the Goods are delivered and the Services are complete.

### **5.4 Goods not listed in Appendix 2**

All replacement Goods not specifically listed in Appendix 2 but required will be supplied by the Contractor and invoiced to the City at cost plus <insert percentage discount ( \_\_\_\_%). > The Contractor shall submit, upon request by the City, actual supplier's invoices to establish the cost of the Goods.

### **5.5 Units of Goods and Services**

The estimated units of Goods and Services in Appendix 2 are for determination of the price only. The City does not guarantee that the actual amounts of Goods and Services of any unit class will correspond even approximately to the estimated units, but reserves the right to increase or decrease the amounts of any class or portion of the Goods and Services, or to omit portions of the Goods and Services that may be deemed necessary or expedient by the City. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, because of any difference between the amount of actual Goods and Services furnished and the quantities stated in Appendix 2.

### **5.6 Personnel Hourly Rates**

The personnel hourly rates in Appendix 2 shall include all overhead, profit and all small tools and other miscellaneous equipment normally required by tradesmen in their provision of the Goods and Services. No payment will be made for travel time to and from each site and such time shall not be included in the time measured for payment.

### **5.7 Equipment Hourly Rates**

The equipment hourly rates in Appendix 2 shall include all overhead, profit and shall include operators, fuel, repairs, moving charges, etc. Time required for transportation of equipment to and from work sites within Surrey will be payable at the appropriate equipment hourly rates. Payment for time required to transport equipment into and out of the City's jurisdictional boundaries will not be payable.

## **5.8 Incidental Goods Supply**

Goods provided to aid or assist in maintenance tasks and/or installation of new or replacement parts shall be considered incidental, and shall not be paid for separately by the City under Appendix 2.

## **5.9 Non-Residents**

If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Contractor; or
- (b) the amount required under applicable tax legislation.

## **6. CITY RESPONSIBILITIES**

### **6.1 City Information**

The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, reports and records which the City has in its possession that relate to the delivery of the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

### **6.2 City Decisions**

The City will in a timely manner make all decisions required under this agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this agreement.

### **6.3 Notice of Defect**

If the City observes or otherwise becomes aware of any fault or defect in the delivery of the Goods or the provision of Services, it may notify the Contractor, but nothing in this agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the provision of the Services.

## **7. INSURANCE AND DAMAGES**

### **7.1 Indemnity**

The Contractor will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

## **7.2 Survival of Indemnity**

The indemnity described in sections 7.1 and 12.4 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

## **7.3 Contractor's Insurance Policies**

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

## **7.4 Insurance Requirements**

The Contractor will provide the City with evidence of the required insurance prior to the commencement of this agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

## **7.5 Contractor Responsibilities**

The Contractor acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from

responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

## **7.6 Additional Insurance**

The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

## **7.7 Waiver of Subrogation**

The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

## **8. TERMINATION**

### **8.1 By the City**

The City may at any time and for any reason by written notice to the Contractor terminate this agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

### **8.2 Termination for Cause**

The City may terminate this agreement for cause as follows:

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Contractor further written notice.

If the City terminates this agreement as provided by this Section, then the City may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
- (d) withhold payment of any amount owing to the Contractor under this agreement for the performance of the Goods and Services;

- (e) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

### **8.3 Curing Defaults**

If the Contractor is in default of any of its obligations under this agreement, then the City may without terminating this agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

## **9. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS**

### **9.1 Applicable Laws**

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this agreement be brought in such courts.

### **9.2 Codes and By-Laws**

The Contractor will provide the Goods and Services in full compliance with all applicable laws, building codes and regulations.

### **9.3 Interpretation of Codes**

The Contractor will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Goods and Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

## **10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

### **10.1 No Disclosure**

Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Goods and Services and this agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Goods and Services.



## **10.2 Freedom of Information and Protection of Privacy Act**

The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

## **10.3 Return of Property**

The Contractor agrees to return to the City all of the City's property at the completion of this agreement, including any and all copies or originals of reports provided by the City.

## **11. USE OF WORK PRODUCT**

The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor.

## **12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY**

- 12.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 12.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this agreement.
- 12.3 The Contractor agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Appendix 4 of this agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 12.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation



engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

- 12.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 12.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 12.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

### **13. BUSINESS LICENSE**

The Contractor will obtain and maintain throughout the term of this agreement a valid City of Surrey business license.

### **14. DISPUTE RESOLUTION**

#### **14.1 Dispute Resolution Procedures**

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this agreement or related to this agreement ("**Dispute**") using the dispute resolution procedures set out in this section 14.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

## **15. JURISDICTION AND COUNCIL NON-APPROPRIATION**

- 15.1 Nothing in this agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 15.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this agreement.

## **16. GENERAL**

### **16.1 Entire Agreement**

This agreement, including the Appendices and any other documents expressly referred to in this agreement as being a part of this agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement. This agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Goods and Services.

### **16.2 Amendment**

This agreement may be amended only by agreement in writing, signed by both parties.

### **16.3 Contractor Terms Rejected**

In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this agreement are expressly rejected by the City.

### **16.4 Survival of Obligations**

All of the Contractor's obligations to perform the Goods and Services in a professional and proper manner will survive the termination or completion of this agreement.

## 16.5 Cumulative Remedies

The City's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

## 16.6 Notices

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City:

**City of Surrey**

<img alt="redacted" data-bbox="295 355 325 365"/> **insert department/division/section name>**

13450 – 104 Avenue, Surrey, B.C., Canada V3T 1V8

Attention: <img alt="redacted" data-bbox="295 408 325 418"/> **insert City contact name>**  
<img alt="redacted" data-bbox="295 425 325 435"/> **insert title>**

Fax No.: <img alt="redacted" data-bbox="295 462 325 472"/> **insert>**

Email: <img alt="redacted" data-bbox="295 478 325 488"/> **insert>**

(b) The Contractor:

<img alt="redacted" data-bbox="295 544 325 554"/> **insert name and address>**

Attention: <img alt="redacted" data-bbox="295 578 325 588"/> **insert City contact name>**  
<img alt="redacted" data-bbox="295 595 325 605"/> **insert title>**

Fax No.: <img alt="redacted" data-bbox="295 631 325 641"/> **insert>**

Email: <img alt="redacted" data-bbox="295 647 325 657"/> **insert>**

## 16.7 Unenforceability

If any provision of this agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

## 16.8 Headings

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

## **16.9 Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

## **16.10 Waiver**

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

## **16.11 Signature**

This agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax or PDF email transmission.

## **16.12 Enurement**

This agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and year first above written.

### **CITY OF SURREY**

**I/We have the authority to bind the City.**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

### **CONTRACTOR**

**I/We have the authority to bind the Contractor.**

\_\_\_\_\_  
(Legal Name of Contractor)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

***(APPENDICES 1 THROUGH 5 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL.)***

**APPENDIX 1 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

**APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS**

**APPENDIX 5 – ADDITIONAL SERVICES**

## SCHEDULE C – FORM OF PROPOSAL

**RFP Project Title:** SUPPLY AND DELIVERY OF WASTE COLLECTION CARTS

**RFP Reference No.:** 1220-030-2017-039

**Legal Name of Proponent:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

TO:

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall  
Finance & Technology Department – Purchasing Section  
Reception Counter, 5<sup>th</sup> Floor West  
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada

Email for PDF Files: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Dear Sir:

**1.0** I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and BC Bid Website, and having full knowledge of the Goods and Services required, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Goods and Services, submit this Proposal in response to the RFP.

**2.0** **I/We confirm** having full knowledge that the City reserves the right to divide up the Goods and Services by type of work, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more agreements to perform a portion or portions of the Goods and Services.

**3.0** **I/We confirm** that the following schedules are attached to and form a part of this Proposal:

Schedule C-1 – Statement of Departures;  
Schedule C-2 – Proponent's Experience, Reputation and Resources;

Schedule C-3 – Proponent's Technical Proposal (Services);  
Schedule C-4 – Proponent's Technical Proposal (Time Schedule); and  
Schedule C-5 – Proponent's Financial Proposal.

**4.0 I/We confirm** that this proposal is accurate and true to best of my/our knowledge.

**5.0** I/We confirm that, if I/we am/are awarded the agreement, I/we will at all times be the "prime contractor" as provided by the Worker's Compensation Act (British Columbia) with respect to the Goods and Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Goods and Services has been designated as the "prime contractor", I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

**This Proposal** is submitted by this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**I/We have the authority to bind the Proponent.**

\_\_\_\_\_  
(Legal Name of Proponent)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

### **SCHEDULE C-1 - STATEMENT OF DEPARTURES**

1. I/We have reviewed the proposed agreement attached to the RFP as Schedule "B". If requested by the City, I/we would be prepared to enter into that agreement, amended by the following departures (list, if any):

**Section**

**Requested Departure(s) / Alternative(s)**

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2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the Services**:

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,  
Workers' Compensation Registration Number \_\_\_\_\_;
- (b) Prime Contractor qualified coordinator is Name: \_\_\_\_\_ and Contact Number: \_\_\_\_\_;
- (c) Insurance coverage for the amounts required in the proposed agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at [www.surrey.ca](http://www.surrey.ca) search [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal business license Number: \_\_\_\_\_;
- (e) If the Proponent's Goods and Services are subject to GST, the Proponent's GST Number is \_\_\_\_\_; and
- (f) If the Proponent is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_.

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

**Section**

**Requested Departure(s) / Alternative(s)**

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3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

**Section**

**Requested Departure(s) / Alternative(s)**

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4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the agreement unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

## **SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES**

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering Goods and Services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Goods and Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant (including equipment resources under the Proponent's control, equipment resources to be rented, and equipment resources to be purchased);
- (v) Proponent's should provide information on their relevant references (name and telephone number). The City's preference is to have a minimum of three (3) references. Previous clients of the Proponent may be contacted at the City's discretion. Proponents must submit with its bid a reference list of municipalities currently using the Proponent's products. The list should include at least seven (7) Canadian or US municipalities where the manufacturer was required to produce 20,000 carts of the manufacturer's carts in service. Include the name of the municipality, year of installation, contact person, phone number, and quantity for each reference (use the spaces provided and/or attach additional pages, if necessary);
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Describe any difficulties or challenges you might anticipate in providing the Goods and Services to the City and how you would plan to manage these;
- (viii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

### **Key Personnel**

Name: \_\_\_\_\_  
Experience: \_\_\_\_\_

Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Experience: \_\_\_\_\_

Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Experience: \_\_\_\_\_

Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Sub-Contractors**

- (ix) Proponents should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

DESCRIPTION OF SERVICES	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH PROPONENT	TELEPHONE NUMBER AND EMAIL

### **SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)**

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) a narrative that illustrates an understanding of the City's requirements for Goods and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in providing the Goods and Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will provide the Goods and perform the Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Goods and Services;
- (v) a list of the significant reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other);
- (vi) Proponents are invited to include any options or variations to the requirements described in this RFP. Proponents should describe the proposed options or variations in detail; and
- (vii) Proponents are to address the following specification requirements and provide a response indicating their compliance **(do not leave blank)**:

<b>Refuse, Recycling and Yard Waste Containers Specifications</b>	<b>PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below</b>
<b>1. General</b> Product proposed must have been in service for a minimum of five (5) years. All containers shall be new and unused. Containers shall conform to the best practices known to the trade in the design, quality and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of the same sized/type container. The component parts shall also be interchangeable with the current inventory of waste carts used in Surrey.	

Refuse, Recycling and Yard Waste Containers Specifications	PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below
<p><b>2. Container Standards</b></p> <p>Containers shall meet the requirements set forth in:</p> <ul style="list-style-type: none"> <li>• ANSI Z245.30-2008</li> <li>• ANSI Z245.60-2008</li> </ul> <p><b>Provide:</b></p> <p>From an independent party officially recognized to perform such analysis:</p> <ol style="list-style-type: none"> <li>3. Certified copies of results of each test set forth in Section 7.2.4 Appendix A-G, testing requirements of ANSI Z245.30-2008; test results shall include loading and unloading test for carts set forth in Appendix D for both semi-automated and fully automated lifters.</li> <li>4. Certification that the containers meet the dimensional requirements of ANSI Z245.60-2008 section 7.1, requirements for type B containers and 7.4, requirements for type G containers.</li> </ol>	
<p><b>3. Container Design</b></p> <p>Containers shall be designed to be lifted by both fully automated lift systems and North American "bar-lock" style semi-automated lifting systems. The assembled container shall be designed to regularly receive and dump 3.5 pounds per US Gallon of capacity, both static and during the complete lift and dump cycle.</p>	
<p><b>4. Body</b></p> <p>The body of the container shall be manufactured from first quality virgin medium or high density polyethylene with a maximum of 50% post-consumer recycled material. Container body below the lid shall be one piece and be rotationally or injection moulded. Ultraviolet stabilizers and other additives will be hot melt compounded into the base material.</p> <p>The bottom of the container must have a molded-in wear strip to protect against dragging. Container base must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.</p>	
<p><b>5. Nestability</b></p> <p>Containers must be designed so that each fully assembled container can be stacked inside another fully assembled container for maximum efficiency in storage and delivery.</p>	

Refuse, Recycling and Yard Waste Containers Specifications	PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below
<p><b>6. Container Sizes</b> Proponents shall be able to supply five sizes of carts similar to the current inventory of waste carts used in Surrey and provided to its customers.</p> <p>The container volume excluding the lid, must be 360 Litre / 96 U.S. gallons, 240 Litre / 64 U.S. gallons, 180 Litre / 48 U.S. gallons, 120 Litre / 32 U.S. gallons, and 80/ 90 Litre / 21/ 24 U.S. gallons (no variation beyond +/- 2% for each cart size will be accepted). Proponents must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest whole Litre).</p> <p><b>360 Litre / 96 Gallon:</b> STATE BODY CAPACITY  <b>240 Litre / 64 Gallon:</b> STATE BODY CAPACITY  <b>180 Litre / 48 Gallon:</b> STATE BODY CAPACITY  <b>120 Litre / 32 Gallon:</b> STATE BODY CAPACITY  <b>80/ 90 Litre / 21/ 24 Gallon:</b> STATE BODY CAPACITY</p>	
<p><b>7. Lid</b> Each container shall be furnished with a lid manufactured from first quality 100 percent virgin polyethylene or with post-consumer recycled material not to exceed 50 percent. Ultraviolet stabilizers and other additives will be hot melt compounded into the base material.</p> <p>The lid design shall be crowned, not flat, to provide drainage. The lid shall be of such configuration that it will not warp, bend, slump or distort to such an extent that it no longer fits the container tightly or becomes otherwise unserviceable.</p> <p>The lids shall be constructed such that they continuously overlap the container body so to prevent the inclusion of rainwater, rodents, birds and insects, and the emission of odours. The lid shall not bind on the handle in the open position.</p> <p>The lids are to open or rotate a full 270 degrees and allow free flow of material during the dump cycle. The lid must be easily detached from the body with a simple specialized tool to facilitate maintenance.</p> <p>Each lid shall be one-piece construction with a hand grip for lifting moulded into the front of the lid. All lids shall be designed to allow the lid to be raised by hand without coming into contact with the bottom of the lid.</p> <p>Lids shall be interchangeable with the same sized/type container and current waste carts in inventory.</p>	
<p><b>8. Recyclable</b> The body of the container, the lid, and all other parts shall be 100% recyclable.</p>	

Refuse, Recycling and Yard Waste Containers Specifications	PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below
<p><b>9. Handle</b> The handle(s) will be an integrally molded part of the container body and shall not rotate on its own axis.</p> <p>Each container shall have two (2) grasping handles with grip openings of sufficient size to accommodate gloved hands.</p>	
<p><b>10. Colour</b> Resin shall contain colour pigment hot melted compounded. Colour shall be non-fading throughout the warranty period. The colour and shade of containers shall be consistent and without noticeable variation from one to another. The container body colour should be similar to the current inventory of waste carts used in Surrey and provided to its customers –grey granite color. Surface treatments, spray-on finishes and materials that are not homogenous are not acceptable. Other variations may be proposed.</p> <p>Lid colours should match the current cart lid colours. Colour of lids shall be:</p> <ul style="list-style-type: none"> <li>• Garbage - black.</li> <li>• Recycling – blue.</li> <li>• Yard trimmings / organics – green.</li> </ul> <p>Proponents should submit color chips of all colours available per the above requirement.</p>	
<p><b>11. Wheels</b> Wheels shall be the manufacturer's best quality available for the intended purpose. Tread width for all wheels for containers shall be no less than 1.75". Wheels will be one piece and can be rotationally, blow or injection moulded from first quality 100 percent virgin polyethylene. Wheels shall be the same size and interchangeable with the same sized/type container and current waste carts in inventory. The wheel assembly must be easily removed with a simple specialized tool to facilitate maintenance.</p>	
<p><b>12. Axles</b> Each container shall have a minimum 5/8" steel axle rod (either galvanized or zinc plated). The axle must pass through the container body, outside the refuse area, and be attached by means of a molded in axle sleeve supplying sufficient support to minimize stress and prevent bending of the axle. The axle shall be easily replaced in the field and capable of supporting the full load capacity of the container. Axles shall be the same size and interchangeable with the same sized/type container and current waste carts in inventory.</p>	
<p><b>13. Grab Bars</b> A grab bar, compatible with all North American or domestic style lifting devices will be moulded into each container or constructed of tubular steel. Metal grab bars will be constructed of galvanized steel, have a minimum of 1" outside diameter, and be easily replaceable in the field. To prevent leakage, body will be sealed and bar shall not penetrate the body.</p>	

Refuse, Recycling and Yard Waste Containers Specifications	PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below
<p><b>14. Stability</b> The container shall be stable and self-balancing when in the upright position either loaded or empty. When the container is sitting on a surface, it shall sit flat on the surface. The container must be designed to withstand winds up to 50km per hour as applied from any direction when empty or loaded, lid open or closed. The container shall remain in the upright position when the lid is being opened. Containers shall meet slope stability test requirements set forth in ANSI Z245.30-2008, Appendix B for front, rear and side orientations.</p>	
<p><b>15. Finish</b> Interior and exterior surfaces shall be uniform in appearance and free of foreign substances, shrink holes, cracks, blow holes, webs and other superficial or structural defects that could adversely affect the appearance and performance of the container. The interior of the container shall be smooth. Exterior surface shall not hinder the container being picked up by a mechanical arm.</p>	
<p><b>16. Durability</b> All parts of the container shall be usable for the warranty period of ten (10) years in the intended application including normal resistance to bottom wear and permanent deformation from loading and unloading of solid waste. It is understood that the container will be gripped by hydraulically operated equipment and will come in regular contact with asphalt, concrete and other rough surfaces.</p>	
<p><b>17. Identification</b> All containers shall be identified with wording and/or graphics hot stamped onto the lid and body of the containers. Markings, as required by ANSI Z245.30-2008 shall be molded into each lid. The City will work with the Contractor to determine the final type and arrangement of container markings. Green lids will have "Organics Only" hot stamped on lid; Blue lids will have "Recyclables Only" hot stamped on lid; Black lids will have "Garbage Only" hot stamped on lid.</p> <p>Each container shall have a seven digit serial number hot stamped onto the front or side in white and be a minimum of 1" in height. The serial number shall be alphanumeric. The City will work with the Contractor or determine the final composition of serial numbers. Each container shall have a 'no parking' sign hot stamped in white onto the front side of the cart, under the alphanumeric serial number.</p> <p>The City of Surrey logo will be hot stamped in white on each side of the container. Design to be approved by the City. The Contractor will supply, for approval by the City, detailed artwork for all markings, prior to start of manufacturing. The manufacturer shall provide an electronic list referencing the date of manufacture to the serial number on each container body.</p>	



Refuse, Recycling and Yard Waste Containers Specifications	PROPOSER TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below
<p><b>18. RFID Tag, Container Distribution and Inventory Software.</b></p> <p>Carts shall have a non-proprietary UHF RFID microchip embedded in, or securely mounted to the container. The chip containing specific information as to the container's unique serial number and date of manufacture. The chip will comply with current Canadian telecommunications regulations. RFID should be compatible with current program software used by both the City and its waste collection contractor.</p> <p>This identification technology is to be used for asset management. Also state method of attachment and placement on the container.</p>	
<p><b>19. Container Data</b></p> <p>For each container size provide the following:</p> <ul style="list-style-type: none"> <li>• Volume of container body (Litres / U.S. Gallon).</li> <li>• Height (including lid).</li> <li>• Width.</li> <li>• Hip of gripping surface diameter.</li> <li>• Average wall thickness of body.</li> <li>• Average wall thickness of lid.</li> <li>• Wheel diameter and wheel tread width.</li> <li>• Steel axle diameter.</li> <li>• Weight of complete container.</li> <li>• Complete container resin weight.</li> </ul> <p><b>Provide:</b></p> <p>Complete printed manufacturer specifications, published literature, and illustrations of units proposed. The specifications shall show, as a minimum:</p> <ul style="list-style-type: none"> <li>• Manufacturing process for Containers.</li> <li>• Resin material type, manufacturer, and name brand.</li> <li>• Detailed lid/hinge assembly description and attachment and detachment method.</li> <li>• Axle assembly material, dimensions and attachment method.</li> <li>• Wheel material, dimensions and attachments/ detachment method.</li> </ul>	

Refuse, Recycling and Yard Waste Containers Specifications	PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below
<p><b>20. Warranty</b></p> <p>The warranty must be for no less than 10 years and must specifically provide for no-charge replacement of any component parts, which may fail in design, material or workmanship, for a period of 10 years after delivery to resident or City location(s). The warranty shall include, but not limited to, the following defects and/or replacement of the defective parts:</p> <ul style="list-style-type: none"> <li>• Failure of the lid to prevent rainwater from entering the container when closed on the containers body.</li> <li>• Damage to the container body, the lid or any component part through opening or closing the lid.</li> <li>• Failure of the body and lid to maintain their original shape.</li> <li>• Failure of the wheels to provide continuous, easy mobility, as originally designed.</li> <li>• Failure at attachment points for lids, hinges, wheels or other points of attachment.</li> <li>• Cracking, fading, splitting, peeling, weathering degradation and/or lowered ultraviolet resistance to aging in the course of normal operational use.</li> <li>• Failure of any specified information, identification, RFID identification, marking, graphic, numerals, dating, lettering, language or symbols on containers to be clearly legible.</li> <li>• Failure of any portion of the bottom of the container body to remain impervious to damage or wear-through after repeated contact with rough and abrasive surfaces.</li> <li>• All transportation, taxes, customs, excise, brokerage and other fees to deliver replacement containers or parts F.O.B. to the City's designated recycling depot as well as any such fees required to send defective parts back to the Contractor or manufacturer, as well as any labour associated with replacing the parts (in cases where a whole container is not being replaced).</li> <li>• All parts of the container shall be usable for the warranty period of 10 years in the intended application including resistance to bottom wear and permanent deformation from loading and unloading of solid waste. It is to be understood that the container will be gripped by hydraulically operated equipment and will come in contact with asphalt, concrete, and other rough surfaces, including stairs.</li> <li>• All containers shall remain durable in hot and cold temperature variations of this region. In addition, during the warranty period, the container and its component parts shall maintain sufficient strength, shape and appearance, and be resistant to blows, kicks and rodent penetration, such as to require no routine maintenance and in general be maintenance free.</li> <li>• The Contractor shall guarantee continuous availability of a complete inventory of all replacement parts for the duration of the warranty beginning no later than the first day delivery commences. The replacement part stock requirements will be determined by the City and are subject to change.</li> </ul>	

Refuse, Recycling and Yard Waste Containers Specifications	PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below
<b>21. Resin Product</b> <ul style="list-style-type: none"> <li>• What is offered.</li> <li>• Type of resin(s) used in the container bodies and lids.</li> <li>• Weight of resin(s) used in the container body and lid only, for each container size.</li> </ul>	
<b>22. Legal or Administrative Settlements:</b> The manufacturer of the cart must submit the name, contact name and telephone number for each government or agency with which it has had a legal or administrative settlement of warranty, cart failure claims or contract performance within the last ten (10) years including ongoing negotiations of settlement throughout Canada or US. Include a brief summary of the settlement or indicate if a “gag order” was imposed, and by whom it was ordered. This information must be provided on a separate page entitled “Legal or Administrative Settlements.”	
<b>23. Resin Adjustment:</b> In order to mitigate the risks involved with market fluctuation in the price of resin materials used in the moulding of the container bodies and lids, cart unit prices will be adjusted based on the actual price of resin at the time of cart order.	
<b>24. Sample Carts</b> Proponents should submit with its Proposal sample carts as representing the proposed carts in bid submissions at no cost to the City. Samples should include one cart of each of the five cart sizes. Samples will form a part of the Proposal evaluation. Samples should be received on or prior to the Closing Date of the RFP. All samples should be marked “ <b>Samples for RFP No. 1220-030-2017-039, Supply and Delivery of Waste Collection Carts</b> ” and must indicate the name of the Proponent. Samples for items not selected for award may be returned to the Proponent.	
<b>24. Delivery</b> The Contractor shall be responsible for: <ul style="list-style-type: none"> <li>• The delivery of waste collection carts to the City's Assembly, Distribution and Cart Management Contractor's facility or to a location determined by the City that will either be in or in close proximity to the City.</li> <li>• Coordinating waste cart manufacturing and shipment schedule to accommodate the City's requests.</li> <li>• Unit prices shall include freight, custom duties, brokerage fees and any other delivery costs.</li> </ul>	
<b>25. Sustainable Purchasing</b> The City may give preference for products that demonstrate sustainable purchasing and an overall lower environmental footprint and cost of ownership.	

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Proponents should provide an estimated schedule, with major item descriptions and time indicating a commitment to perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

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### **SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL**

#### **Fees and Payments:**

The Proponent offers to supply and deliver to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows in the below table. Proponent shall include all labour, equipment and materials for the supply and delivery of garbage, recycling and organics waste collection carts as specified in this RFP. Unit prices shall also include freight, custom duties, brokerage fees and any other delivery costs.

Cart Size (litres)	Estimated Annual Cart Quantity (A)	Unit Price per Cart (\$) (B)	Total (A x B)
80/ 90	500	\$	\$
120	500	\$	\$
180	500	\$	\$
240	4,000	\$	\$
360	6,000	\$	\$
CURRENCY: Canadian	Subtotal:		\$
	GST 5%:		\$
	<b>TOTAL ESTIMATED ANNUAL PROPOSAL PRICE:</b>		\$

#### **Spare Parts:**

Item	Part Description	Unit Price per Cart (\$)
1	Lids	\$
2	Cart Body	\$
3	Hinges	\$
4	Wheels	\$
5	Axles	\$
6	Grab Bar	\$
7	RFID Tags	\$
8	Other (please list)	\$

#### **Additional Expenses:**

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

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**Payment Terms:**

A cash discount of \_\_\_\_\_% will be allowed if account is paid within \_\_\_\_\_ days, or the \_\_\_\_\_ day of the month following, or net 30 days, on a best effort basis.

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