

ITEM 7  
MANAGER'S REPORT NO. 64  
COUNCIL MEETING 84/10/15

RE: GUIDELINES FOR A PROPOSAL FOR CURBSIDE NEWSPAPER COLLECTION IN BURNABY  
(Item 12, Report No. 23, 1984 March 26)

MUNICIPAL MANAGER'S RECOMMENDATION:

1. THAT the recommendation of the Director Engineering be adopted.

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TO: MUNICIPAL MANAGER 84 10 09

FROM: DIRECTOR ENGINEERING

SUBJECT: GUIDELINES FOR A PROPOSAL FOR CURBSIDE NEWSPAPER  
COLLECTION IN BURNABY

RECOMMENDATION:

1. THAT Council approve of proceeding with the proposal for curbside newspaper collection in Burnaby as more particularly detailed in this report.

REPORT:

If Council approves the following guidelines a notice will be placed in the local press inviting proposals for curbside newspaper collection in Burnaby. The notice should appear on 84 10 19 and 84 10 20 and proposals will be received until 15:00 hours on 84 11 06.

GUIDELINES FOR A PROPOSAL FOR CURBSIDE NEWSPAPER COLLECTION IN BURNABY

1. INTENT

The Corporation of the District of Burnaby is interested in obtaining a curbside newspaper collection service from a private company working in the recycling field. The service must be provided to all areas of Burnaby and scheduled on a five-day week basis to coincide with the regular garbage collection days. Curbside in this context means the location from which garbage is picked up.

2. AGREEMENT

The selected company will be required to sign an agreement with the Municipality. Selection of a company will be based in large measure on the degree of service offered to the public. The highest possible level of service is desired and it is therefore expected that newspaper will be picked up once a week in all areas of the Municipality.

3. EXPERIENCE

The proposal must include a summary of the company's experience in the collecting and handling of recyclable materials, together with a list of the equipment and personnel to be employed for the newspaper collection. In addition, the hourly wage rates for employees and the equipment charge-out rates shall be provided to permit evaluation of the proposal. This information will be kept confidential by the Municipality.

4. INSURANCE

The selected company will be required to provide evidence of insurance coverage before starting the collection service. The minimum coverage shall be:

a) Comprehensive Third Party Liability Insurance

Third party liability insurance, including non-owned automobile insurance, shall be carried which provides a \$1,000,000 inclusive limit for bodily injury and/or property damage for each occurrence.

b) Automobile Insurance

Standard automobile liability insurance, covering all the contractor's owned and/or hired equipment and motor vehicles shall be carried which provides a \$1,000,000 inclusive limit for bodily injury and property damage for each occurrence.

The insurance coverage required shall not be cancelled, lapsed or materially changed except upon the written consent of the Municipality. The comprehensive third party liability insurance shall be evidenced by submission of a certificate showing as named insured, The Corporation of the District of Burnaby and any of its employees, servants or agents, and the policy shall contain a cross liability clause.

5. WITHDRAWAL OF PROPOSAL

Proposals submitted may be withdrawn by oral or written request at any time prior to the scheduled closing time for receipt of proposals. Proposals may not be withdrawn for a period of thirty (30) days following the scheduled closing time.

6. EXCLUSIVE FRANCHISE

The Municipality cannot guarantee that the selected company will have the exclusive right to collect all recyclable materials within the Municipality. During the term of the newspaper collection agreement, however, the Municipality will not enter into any other agreement(s) for curbside newspaper collection nor will they permit any other agency to pick up newspaper left at the curbside.

7. FORM OF CONTRACT

These general conditions and specifications together with the Proposal Form shall be drawn into a form of contract for the newspaper collection service. The selected company will be expected to enter into a contract for the service with the Municipality. The general conditions of the contract may be supplemented by specific conditions through negotiation with the selected company.

8. LICENCES

The selected company shall maintain a valid business licence in the Municipality.

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9. TERM OF CONTRACT

The term of the contract can be for any period up to five (5) years, but not less than one (1) year, and the contract shall include an option to renew for a second term.

10. TERMINATION OF CONTRACT

The contract may be terminated by the company upon one (1) month's notice in writing to the Municipality or by the Municipality, for unsatisfactory performance by the company, upon one (1) month's notice in writing to the company.

11. PERFORMANCE BOND

The selected company will be required to post a performance bond in the amount of \$5,000 with the Municipality during the first year of the contract. If the contract is terminated during the first year then the bond will be forfeited to the Municipality. Upon successful completion of the first year of the contract the company's performance bond will be returned. The bond is to be in the form of an irrevocable letter of credit or other form acceptable to the Municipality.

12. COLLECTION POINTS

The curbside newspaper collection service will cover all of the areas in the Municipality on a once per week basis. Maps showing the various areas and collection zones with route details for refuse collection will be provided by the Municipality.

13. DEPOTS

The proposal submission must state the location of the depot or depots to which the collected newspaper will be taken, if known. Alternatively, the company's proposal for providing a depot or depots in the event it is selected must be specified prior to signing the contract.

14. ADVERTISING

The company will undertake to inform all residents of the curbside newspaper collection service prior to commencement of the service. Initially a letter explaining the service and signed by the company and endorsed by the Corporation shall be delivered to every potential customer in the Municipality.

Further promotion of the service will be undertaken by advertisements in local newspaper(s).

All advertising material must be approved by the Municipality before distribution.

15. ALTERNATIVE PROPOSALS

Proposals may be submitted based on these terms of reference but submissions on alternative proposals to include collection of other recyclable materials will be considered. Any alternatives submitted must include sufficient detail to permit evaluation of the proposal.

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COUNCIL MEETING 84/10/15

16. INDEMNITY

The contractor will indemnify and save harmless the Municipality from and against any and all loss, costs, expenses, damages or compensation, suits, claims, proceedings, and demands at law or arbitration or otherwise, which the Municipality may suffer or incur or be put to by reason of any collection or lack of collection pursuant hereto, arising either directly or indirectly therefrom, or incidental thereto, or in any manner whatsoever, and, by reason of this contract. This indemnity will survive the termination of the contract.

117

17. PAPER DRIVES BY CHARITABLE ORGANIZATIONS

The successful company must be prepared to allow and, in fact, encourage local charity groups to organize paper drives and must indicate in the proposal how this will be handled.

18. OFFICE

The company shall maintain a suitable facility during normal working hours that enables prompt contact to be made with the collection crews.

19. ASSIGNMENT

The company shall not assign, sub-licence or otherwise transfer the contract without the written consent of the Municipality.

WMR:sp

cc: ( ) Municipal Solicitor  
( ) Director Finance (Purchasing)

  
DIRECTOR ENGINEERING

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THE CORPORATION OF THE DISTRICT OF BURNABY  
FOR THE MUNICIPALITY

PROPOSAL FORM

PROPOSAL FOR THE PROVISION OF A CURBSIDE COLLECTION SERVICE  
OF NEWSPAPER

CLOSES: 3:00 P.M., TUESDAY, 1984 NOVEMBER 06

In accordance with the specifications and conditions contained herein, which we have carefully examined, we hereby submit a firm proposal for the provision of a curbside collection service for newspaper as shown herein.

NOTE: Proposers must complete all blanks appearing below.

COMMENCEMENT OF SERVICE

Collection of newspaper shall commence within \_\_\_\_\_ days of award of contract.

TYPE OF SERVICE PROPOSED

- a) Newspaper only, \_\_\_\_\_ or \_\_\_\_\_
- b) Newspaper plus others (specify) \_\_\_\_\_

TERM OF CONTRACT

The contract shall be for \_\_\_\_\_ years from date of commencement with an option to renew for a further \_\_\_\_\_ years.

