



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

For the

Waste Management of Apex Mountain Waste Transfer Station

RDOS-24-SW-02

July 29, 2024

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
Waste Management of Apex Mountain Waste Transfer Station

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REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

Waste Management of Apex Mountain Waste Transfer Station

DEFINITIONS

“**CONTRACTOR or CONSULTANT**” means the Proponent whose Proposal has been accepted by the Regional District and is awarded a contract by the Regional District to carry out the Work.

“**PROONENT**” means the responder to this RFP.

“**PROPOSAL**” means a proposal to carry out the Work submitted by a Proponent in response to this RFP.

“**QUALIFIED RECYCLING PROCESSOR**” means a company acceptable to the Regional District to receive and process recyclable materials.

“**REGIONAL DISTRICT**” means the Regional District of Okanagan-Similkameen.

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

“**WASTE TRANSFER STATION**” means the Waste Transfer Station operated by the Regional District in the vicinity of 220 Strayhorse Rd at Apex Mountain Ski Resort.

“**WORK**” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan Similkameen is requesting submission of Proposals from qualified Proponents to provide hauling of garbage and recycling Compactor Bins from the Apex Mountain Ski Resort Waste Transfer Station. The Transfer Station is located at 220 Strayhorse Rd at the Apex Mountain Ski Resort. The contract will be for a 5 year term with a potential 5 year extension.

The successful Proponent is intended to be responsible for the, hauling of the waste compactors and waste transfer bins at the Apex Mountain Waste Transfer Station. The chosen Proponent will transfer all garbage to the Campbell Mountain Landfill in Penticton BC for disposal. The chosen Proponent will be responsible for identifying a Qualified Recycling Processor but the Regional District will be responsible for paying all tipping fees and fines associated with both garbage and recycling.

1.2. BACKGROUND

The Apex Mountain Resort is a ski resort located about 35 kilometers west of Penticton, BC. The Apex ski hill is open from the end of November to the beginning of April. There are approximately 120,000 visitors to the resort each year with the vast majority coming in the winter months. There are about 580 residential homes and condo units at the resort. In addition, there are several restaurants, retail commercial shops and the Apex day use facility.

1.3. SUPPORTING DOCUMENTATION

By written request to info@rdos.bc.ca Proponents will be provided the following information.

- Apex Transfer Station Technical Report, Sperling Hansen Associates, 2016
- Apex Waste Transfer Station Tender document package showing site layout and design

The Apex Mountain Resort website is www.apexresort.com

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

The Proposals should be clearly marked with the name and address of the Proponent and the RFP program title, and be addressed to the following:

**Michael Cross
Solid Waste Facilities Supervisor
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9**

or

**E-mail: mcross@rdos.bc.ca
Subject: Waste Collection Apex Waste Transfer Station RFP
(Please note maximum file size of 5 MB recommended to allow for receipt of e-mail submissions)**

Proposals must be received on or before the **Closing Time** of:

**TIME: 2:00 PM local time
DATE: August 23, 2024**

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure its Proposal is received at the address or email set out above by the Closing Time. If hardcopies are sent please submit three (3) copies. Proposals will not be opened publicly.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy. It is the Proponent's sole responsibility to ensure the revisions are received by the Regional District prior to the Time of Closing.

Proposals received after the Closing Time will not be accepted or considered and hard copies will be

returned to the Proponent at the Proponent's expense.

2.2. INQUIRIES

All inquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed through an addendum at the Regional District's option.

Any questions regarding this RFP must be submitted at least five (5) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Michael Cross
250-460-7520
mcross@rdos.bc.ca

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

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 above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal or written discussion between the Regional District directors, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.2. INTENTION OF THE REGIONAL DISTRICT

The Regional District recognizes that "Best Value" is the essential part of purchasing a product and/

or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District's interests, as determined by the Regional District, over a Proposal with a lower price. Appendix A contains the information regarding how Proposals will be evaluated. .

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- issue addenda to the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- Withdraw the Request for Proposals.

3.3. PROPOSAL PRESENTATION

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

3.4. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a "public body" as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under "Freedom of Information" legislation.

3.5. 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 Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the project area. The Regional District may rely on such disclosure.

3.6. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.7. LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

3.8. NO CONTRACT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract.

3.9. ACCEPTANCE OF PROPOSAL

Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out and agreed upon in the Proposal.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the draft Contracting Services Agreement provided in Appendix B. The agreement attachments will include the entire Request for Proposal, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.10. PROPOSAL CONTENT

Content to be included in the Proposal:

- Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or subconsultants(s) that will be involved in the project.

- References: The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.

3.11. SUBCONTRACTORS AND SUBCONSULTANTS

The Proposal shall include the company name of all subcontractors and subconsultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The subcontractors and sub consultants listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of subcontractors and subconsultants prior to acceptance of the Proposal.

3.12. PROPOSAL CONTENT & INNOVATION

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

3.13. SAFETY REQUIREMENTS

During completion of the work, the Contractor is required to meet or exceed at all times, the requirements as detailed in the Regional District Health & Safety Manual.

3.14. WORKERS COMPENSATION ACT

The Proponent, and any proposed subcontractors and subconsultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

3.15. INSURANCE

The chosen Proponent must maintain insurance with an insurer satisfactory to the Regional District in accordance with the conditions within the DRAFT TRANSFER STATION WASTE COLLECTION CONTRACT in Appendix "B". If the Proponent believes that they these conditions should be amended, the Proponent should indicate that within their proposal.

4. SCOPE OF WORK AND SCHEDULE

4.1. STATEMENT OF UNDERSTANDING

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP.

4.2. SCOPE OF WORK

Draft Transfer Station Waste Collection Contract

Proponents should review the DRAFT TRANSFER STATION WASTE COLLECTION CONTRACT in Appendix "B" as a means to clarify the intended parameters for the scope of Work for this RFP.

Clarifying Regional District Scope of Work

To clarify what the Contractor will not be doing, the Regional District will be responsible for the following:

- Paying for the electrical power consumed by the installed compaction equipment;
- Maintaining the general condition of the Waste Transfer Station including snow removal, lighting, electrical, litter pickup, traffic control, towing of improperly parked vehicles and building upkeep;
- Removing all bulky items and renovation waste deposited illegally at the Waste Transfer Station;
- Immediately reporting any maintenance issues, breakdowns or damage to the Contractor regarding the compaction equipment or waste transfer bins;
- Scheduling any additional collections or reducing the number of collections as required by the Regional District;
- Providing all education and signage to reduce contamination in garbage and recycling;
- Paying for all tipping fees and fines for garbage disposal and all recycling fees and fines at the qualified recycling processor.

The Regional District will be responsible for liability insurance for their identified scope of work for the operation of the Waste Transfer Station.

In the event of the compaction equipment not being operational for more than a 48 hour period, the Proponent will provide the necessary open top or side load waste transfer bins to allow users of the Waste Transfer Station necessary garbage and recycling drop off services.

Supply of Waste Transfer Bins

The Regional District Owns 4 compactor bins, two spares stored currently at the Okfalls landfill.

The Regional District believes that during the winter, 30 (thirty) cubic yard waste transfer bins or shorter are safest for the transfer of garbage from the facility. The Regional District believes that the additional weight and potential shifting of garbage loads in larger transfer bins creates too much risk when roads are icy.

Recycling is expected to be much lighter and allow for the potential safe transport of 40 cubic yard bins of recycling in the winter months.

The Regional District recognizes that the Proponent may determine that 40 cubic yard bins for recycling are not safe. As such Proponents are asked for any reasoning why 40 cubic yard bins containers for recycling may be unsafe.

Estimated Tonnage

The Apex Transfer Station Technical Report (Sperling Hansen Associates, 2016) estimated the potential tonnages. The report estimated haul rates for garbage using a 40 cubic yard container would be 12 hauls per year. Using a 30 cubic yard container would require more frequent hauling estimated at 16 to 18 hauls per year.

Table of Estimated Tonnages from Apex Transfer Station Technical Report

Material Type	Estimated Tonnes of Material per year	Estimated Collection Events per Year
Garbage	105	16 to 18 hauls
Recycling	17	4 hauls

The expected garbage tonnage received per week will peak through the Christmas and New Year's holidays. At least weekly collection of garbage will be needed during this time period. For the rest of the ski season two to three weeks is expected between garbage collection events. Outside of the ski season monthly collection may be warranted.

Recycling collection is expected to peak at New Years and be steady over the ski season. Limited collections of recycling outside of the ski season is expected.

The Regional District will be exploring potential diversion of commercial restaurant organic waste. Commercial food waste diversion will reduce the tonnage of garbage in Waste Transfer Bins and the potential for liquids to build up in the Waste Transfer Bins. It is not expected to greatly reduce the overall volume of garbage or number of hauls required.

Collection Events

The Regional District will pay the Contractor for all successful collections and deliveries of garbage and recycling. The Contractor will always replace all waste transfer bins taken during a collection event with empty waste transfer bins.

The Regional District will be responsible to ensure there are no impediments to safe collection and replacement of a waste transfer bin at the Waste Transfer Station property. This will include built up snow or parked vehicles at the Waste Transfer Station property.

If a driver encounters an issue at the Waste Transfer Station property that will not allow the safe removal and replacement of a waste transfer bin, they will contact the assigned representative of the Regional District to address the issue. During weekday business hours from 8:30 am to 4:00 pm, the Regional District will remove the impediment on the property within 30 minutes of being contacted by the Proponent. Outside of these hours, including nights, statutory holidays and weekends, the Regional District will remove the impediment within 3 hours.

If the Regional District cannot remove the impediment within the indicated timelines, the Proponent will be able to charge the Regional District for a Non-Collection Event. The Regional District will be responsible for scheduling an additional collection event with the Proponent at a later date.

The Regional District will not be responsible for travel delays to or from the Waste Transfer Station property. The Proponent will be responsible for monitoring weather and road conditions to ensure their vehicles can safely come to and leave the Waste Transfer Station property. Any road delays or road blockages will be the responsibility of the Proponent. Attempting to drive to the Waste Transfer Station will not count as a Collection Event and the Proponent may not charge the Regional District if the vehicle cannot enter the Waste Transfer Station property.

The chosen Proponent should identify what contingencies can be put in place when a collection event is delayed.

Disposal of Garbage and Recycling

The Contractor will transport all garbage directly from the Apex Mountain Waste Transfer Station to the Campbell Mountain Landfill in Penticton, BC for disposal. The Proponent will ensure all garbage will be delivered to the Landfill during normal operating hours.

The driver will identify the load to scale staff and the RDOS will pay all associated tipping fees and fines.

The Contractor will transport all recycling from the Apex Mountain Transfer Station to a Qualified Recycling Processor. The Proponent will identify their selected Qualified Recycling Processor within their Proposal which may include themselves.

The Regional District will determine the Qualified Recycling Processor. As required, the Regional

District may negotiate with a Proponent to determine the final price of a Recycling Collection Event if driving distances are affected by the choice of the Regional District as compared to a Proposal submitted.

The Contractor may not change their Qualified Recycling Processor without the permission of the Regional District.

If the Proponent uses a transfer station to amalgamate deliveries to the Qualified Recycling Provider, the Proponent shall develop a procedure to weight the recycling from the Apex Waste Transfer Station and record the weight before it is amalgamated.

All Proposals should indicate the method of transfer to the Qualified Recycling Processor. All Proposals should include the estimated current gate fee per metric tonne for processing of mixed recyclables for the selected Qualified Recycling Processor. All Proposals should indicate whether the Regional District can directly contract with the Qualified Recycling Processor or the Regional District will pay the Proponent. If the Regional District is paying the Proponent, the Proponent will indicate for each load the gate fee paid by the Proponent to the Qualified Recycling Processor. If the Proponent is the Qualified Recycling Processor, the Proposal must show how gate fees will be established and maintained fairly for the Regional District.

All Proposals should indicate how loads of recycling may be fined by the Qualified Recycling Processor for contamination.

Proponents may pre-process recycling before bringing it to the Qualified Recycling Processor. This includes removing cardboard or other potentially valuable materials. The Proponent will identify the benefits of pre-processing the recyclables for the Regional District.

The Regional District will pay all associated gate fees and fines associated with the recycling.

Mixed Recycling

The Proponent will indicate what materials may be collected as part of recycling collection. Proposals must indicate whether the materials collected will be identical to those materials collected through the residential collection program of RecycleBC; excluding glass. If the Proponent only allows for the collection of only some materials accepted by RecycleBC collection, it should be clear in the Proposal.

A list of accepted materials for RecycleBC curbside collection is available in the link below. Excluded materials for collection include Glass Containers, Plastic Bags and Overwrap, Foam Packaging and Other Flexible Plastic Packaging.

RecycleBC Accepted Materials: <https://recyclebc.ca/what-can-i-recycle/>

All Proposals must indicate whether clear or clear blue plastic bags, used to transport recyclables to

the Waste Transfer Station, will be acceptable for placement with recyclables or will be counted as a contaminant.

4.3. COMMUNICATIONS

Regular updates to the Regional District are required. The Proponent will provide a key contact person to oversee collection events. The Regional District will share the contact information for the maintenance of the site.

A. Safety Procedures

The Regional District safety procedures will be shared with the Contractor.

During any updates or progress meetings, safety issues must be discussed and addressed by the Regional District and the successful Proponent.

B. Environmental Report

The Contractor is required to track all fossil fuel consumption throughout the Contracted periods. The Proposal shall describe how the Contractor will track and report to the Regional District the fossil fuel consumption.

4.4. TERM

The contract term will be for five (5) years from October 1, 2024 with the potential for an additional five (5) year extension.

5. FEES AND DISBURSEMENTS

The Proposal shall specify the price for the following collection events:

- Garbage Collection Event
- Pickup of the empty bin stored at 3751 Allendale Lake Road, Okfalls V0H1R1
The placement of an empty garbage waste transfer bin and transfer of the garbage to the Campbell Mountain Landfill.
- Recycle Collection Event
- Pickup of the empty bin stored at 3751 Allendale Lake Road, Okfalls V0H1R1
- The placement of an empty recycling waste transfer bin and transfer of the recycling to the qualified recycling processor agreed to by the Regional District.
- Non-Collection Event
The inability of the Contractor to be able to perform a Garbage or Recycling Collection Event due to an impediment, such as snow or parked vehicle, at the Waste Transfer Station property which has been reported by the Contractor to the RDOS and the RDOS could not resolve within 30 minutes during normal business hours or 2 hours outside of normal business hours.

The Proposal will detail the estimated gate fee for recyclables collected per metric tonne and the method of applying any potential fines due to contamination at the Qualified Recycling Processor selected by the Proponent.

The Regional District will be responsible for all fees and fines associated with garbage tipping fees and recycling gate fees at the Qualified Recycling Processor approved by the Regional District.

6. PERFORMANCE SECURITY

The contractor must provide a performance security, for the Term of the contract, in a manner acceptable to the Regional District in the amount of \$15,000 upon the issuance of a Notice of Award. Information on this security, referred to as the “Performance Bond”, is included within the DRAFT TRANSFER STATION WASTE COLLECTION CONTRACT in Appendix “B”.

APPENDIX "A"

REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name: _____			
Project Title: Waste Management of Apex Mountain Waste Transfer Station			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Subconsultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Maximum or upset fee included		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (15-30 points)	Qualifications of firm and project team members	10	
	Experience of firm and project team members	10	
	Past Performance / References	5	
	Resources	5	
Proposal (30-50 points)	Scope	5	
	Methodology	15	
	Environmental Performance	5	
	Scheduling	10	
	Project Team - Level of Effort	5	
	Clarity of Proposal	10	
Price (20-50 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight)	20	
Total Score	Proponent + Proposal + Price Scores	100	

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least two staff members.
2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.

3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:

Proponent Evaluation

- (i) Qualifications of Firm and Project Team Members
Are the firm and project team members specialized and qualified in the nature of the project work?
- (ii) Experience of Firm and Project Team Members
Has the firm completed similar projects during the last three years? Do the assigned project team members have experience with similar projects?
- (iii) Past Performance
Is the firm's record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the firm consistently complete assignments on time and within budget?
- (iv) Resources
Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

Proposal Evaluation

- (i) Scope
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?
- (ii) Methodology
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?
- (iii) Environmental Performance [see criteria below]
What is the environmental burden and unit cost of a product or service, from its design through to production and then final disposal?
- (iv) Scheduling
Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference) are problems or delays accounted for? Is timing realistic for the project?
- (v) Project Team
Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?
- (vi) Clarity of Proposal
Is the Proposal clear, concise, and logical?

Price Evaluation

- (i) Total Price

4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.

Environmental Performance Decision Criteria

Basic evaluation criteria for rationalizing the purchase of environmentally sound alternatives:

- (i) Does the alternative product meet or exceed the minimum required performance specifications? (e.g.) durability, safety, structural integrity. (If no, use the conventional product; if yes move to (ii)).
- (ii) Is the unit pricing of the alternative product equal, or less than, the conventional product? (If yes purchase the alternate product; if no move to (iii)).
- (iii) What is the total annual cost differential of using the alternate product instead of the conventional? (If the effect on budget is nominal use the alternate product; if the effect on budget is more than nominal go to (IV)).
- (iv) By using the alternate product are there any offsetting benefits that can be clearly measured and recorded in cost avoidance accruing to the same Business Unit, or to other business Units and, if so, do those benefits equal or exceed the extra acquisition costs? (If yes purchase the alternate product; if no go to (v)).
- (v) Are there any other benefits that are not measurable in any direct monetary sense but are benefits that we ought to realize for other on-pecuniary reasons?, e.g. "green benefits" such as reduced pollution, air emissions, effluent release, recyclable & disposal issues etc. (If no, purchase the conventional product; if yes define those reasons and report them through established reporting channels to get the increased budget commitment approved. In either case go to (VI)).
- (vi) If acquisition of the alternative product at the higher cost is approved purchase the alternate product; if not purchase the conventional product.

DRAFT SERVICE AGREEMENT

For clarity, this draft agreement refers to Schedule "A" - Description of Services and Schedule "B" – Schedule of Fees. These Schedules do not presently exist and will be negotiated from the Proposal submitted from the chosen Proponent.

DRAFT TRANSFER STATION WASTE COLLECTION CONTRACT
THIS AGREEMENT is dated for reference September 1, 2019,

BETWEEN:

(The “Regional District”)

AND:

(The “Contractor”)

WHEREAS:

- A. The Regional District issued a Request for Proposals (RFP) for waste and recycling compaction and hauling for the Apex Mountain Waste Transfer Station;
- B. In response to the RFP, the Contractor submitted a proposal, undated (the “Proposal”);
- C. After considering the proposals submitted in response to the RFP, the Regional District chose the Proposal of the Contractor;
- D. The RFP requested proponents to provide prices for different service levels and the Contractor’s Proposal provided prices for different service levels;
- E. The Regional District has come to a decision on the service levels it wishes the Contractor to provide, and this Agreement requires the Contractor to provide the services chosen by the Regional District;

NOW THEREFORE in consideration of the promises and payments in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the Regional District and the Contractor covenant and agree as follows:

PART ONE - DEFINITIONS AND TERM OF AGREEMENT

Definitions

1. In this Agreement, the following terms have the following meanings:
 - a. “Bylaw” means the Apex Mountain Waste Transfer Station Regulatory bylaw administered by the Regional District, as amended or replaced from time to time.
 - b. “Collection Event” means the replacement of a Waste Transfer Bin containing Garbage or Recycling with an empty Waste Transfer Bin by the Contractor.

- c. “Compaction Unit” means a waste compactor, supplied by the RDOS, for filling a Waste Transfer Bin.
- d. “Contaminant” means a material placed in a waste receptacle that does not meet the specifications of the materials that are intended to be collected as determined by the Landfill or other facility receiving such materials.
“Contamination” means the state of having Contaminants mixed in with the specified collected materials.
- e. “Garbage” means any and all accumulations of general household waste, excluding Recyclables, large items, special or hazardous waste, construction or demolition materials, as defined in the Bylaw of the Regional District, as amended from time to time.
- f. “Landfill” means the Campbell Mountain Landfill located at 1765 Reservoir Rd, Penticton, BC.
- g. “Regional District’s Representative” means the individual or individuals delegated by the Regional District to oversee this Agreement and associated work.
- h. “Qualified Recycling Processor” means a company acceptable to the Regional District to receive and process recyclable materials.
- i. “Qualified Recycling Processor Fee” means the fees applied by the Qualified Recycling Processor.
- j. “Recyclables” means all printed paper and packaging materials permitted to be collected from Curbside Properties and Multi-Family Dwellings, with the exception of container glass, as listed publically for RecycleBC collectors as of July 1st, 2019.
- k. “Services” has the meaning set out in section 5.
- l. “Service Area” means the Apex Mountain Ski Resort commercial and residential properties as determined by the Regional District.
- m. “Term” has the meaning set out in section 3 with the potential for extension set out in section 4.
- n. “Tipping Fee” means the cost per tonne of waste material entering a Landfill, levied by the Landfill operator, to receive and dispose of the waste in accordance with all applicable regulations and permits.

- o. “Transfer Station” means the Apex Mountain Waste Transfer Station at 220 Strayhorse Rd at the Apex Mountain Ski Resort.
- p. “Waste Transfer Bin” means a vessel provided by the RDOS for the collection, storage and transportation of Garbage and Recycling from the Transfer Station.

Commencement Date

- 2. This Agreement commences on October 1, 2024 (the “Commencement Date”).

Term of Agreement

- 3. This Agreement has a term of five (5) years (the “Term”), unless terminated sooner according to its terms.

Potential Agreement Extension

- 4. If the Regional District wishes to extend the Term by an additional five years, the Regional District will inform the Contractor in writing at least three (3) months before the Term expires.

PART TWO - THE SERVICES

Description of Services

- 5. The Contractor shall provide the collection services, within the boundaries of the Regional District, that are outlined in Schedule “A” – Description of Services (the “Services”), as negotiated between the Contractor and Regional District.

Payment for Service

- 6. The Regional District will pay the Contractor, for the Collection service the monthly base rate and per collection event rate identified in Schedule “B” – Schedule of Fees as collected the previous month.

Provision of Compaction Units

- 7. The Regional District shall provide and maintain two (2) Compaction Units as per Schedule “A”.
- 8. The Regional District shall be responsible for ensuring adequate electrical power for the Compaction Units within the Transfer Station and paying for the consumption of electrical power for the Compaction Units.
- 9. The Regional District shall be responsible for ensuring connection to electricity within the Transfer Station and the installation of any necessary surge protection for equipment.
- 10. The Regional District shall ensure the Compaction Units perform to their manufacturer performance specifications for the Term of the contract.

Provision of Waste Transfer Bins

11. The Regional District shall provide and maintain two (2) Waste Transfer Bins on site at all times as per Schedule “A”.

Delivery of Materials

12. As outlined in Schedule “A”, all Garbage shall be delivered to the Landfill.
13. As outlined in Schedule “A”, all Recyclables shall be delivered to the identified Qualified Recycling Processor.
14. The Contractor shall keep all scale tickets and any other information provided, as required, by the Regional District and document all weights or issues for each load.
15. While on the property of the Landfill and Qualified Recycling Processor, the Contractor shall obey all directions, speed limits and requirements indicated that will allow for a safe and efficient delivery of materials in a manner that allows for weighing and auditing of the materials delivered.
16. The Contractor will not charge the Regional District for the storage of Recyclables or Garbage collected by the Contractor from the Transfer Station.
17. The Contractor will not release any Recyclables to anyone other than the Qualified Recycling Processor or dispose of any collected Recyclables without prior written permission of the Regional District.

Complaints Regarding the Landfill or Qualified Recycling Processor

18. The Contractor will be expected to reasonably work directly with the Landfill or Qualified Recycling Processor to deal with any complaints the Contractor may have regarding safe and efficient delivery of Garbage or Recyclables for recording weights or auditing. A copy of all written correspondence between the Contractor and the Landfill or Qualified Recycling Processor relating to complaints regarding the work in this Agreement will be provided to the Regional District.
19. Where an issue is not resolved by the Landfill or Qualified Recycling Processor to the satisfaction of the Contractor, the Contractor will then contact the Regional District in writing explaining the issue and steps the Contractor has taken to remedy it. The Regional District will attempt to resolve any issue and respond to the Contractor in writing within 30 days of receipt of the Contractor’s correspondence.

If the Contractor is unsatisfied with the written response of the Regional District, then the dispute resolution procedure outlined in this Agreement shall apply.

Change to the Location of the Qualified Recycling Processor

20. After the execution of the Agreement or during the term of the Agreement, the Regional District may require that the location for delivery of Recyclables change. The Regional District will provide 21 days advance notice to the Contractor as to the new Qualified Recycling Processor location for delivery.
21. If the cost for the Contractor to deliver recyclable materials is significantly increased, as determined by the Contractor, due to a revised location for the Qualified Recycling Processor, then the Contractor and the Regional District shall enter into good faith negotiations to attempt to agree on a reasonable price for the delivery of Recyclable. If within 21 days a price is not agreed upon regarding the Regional District's designation of a change of delivery location for Recyclables, then, on written notice from either party the price shall be determined by arbitration pursuant to this Agreement.
22. The Contractor shall begin to deliver all Recyclables collected to the revised location provided by the Regional District at the expiry of the 21 days and payments for that time shall be paid by the Regional District, without interest, upon determination of a price by the process of negotiation or arbitration.

Plans Required by the Contractor

23. No later than one (1) month prior to the Commencement Date, the Contractor shall provide the following Plans to the Regional District. The Contractor shall update these Plans on an ongoing basis and revised Plans shall be provided to the Regional District as updates occur. The Plans shall include:
 - (a) A 'Business Contingency Plan' to detail how the Contractor will continue the performance of its obligations in this Agreement under various scenarios including equipment failure, fuel shortage, strike, road closures (including due to weather, construction or otherwise), health emergencies or natural disasters.
 - (b) A 'Communications Plan' which shall include key contacts, phone numbers and e-mail addresses for Regional District representatives, phone numbers and e-mail addresses for the public, the twenty-four (24) hour emergency number, the record keeping methods of customer service calls and e-mails and any activities that the Contractor will undertake to promote the collection program, provide outreach or educate the public.

Other Plans may be required and detailed in Schedule "A" or requested by the Regional District as required.

PART THREE – PAYMENTS

Monthly Invoice

24. The Contractor shall submit to the Regional District a monthly invoice for the value of the Services provided by the Contractor under this Agreement during the previous month and if the Regional District finds the invoice to be satisfactory, the Regional District will pay the Contractor the invoiced amount of the Contract Price within 30 days of the Regional District's receipt of the invoice, minus any amounts the Regional District is entitled to deduct under this Agreement.

Approval of Invoice

25. The Regional District shall, within ten (10) working days of receipt of the invoice, review the invoice and accompanying report(s). If the Regional District disagrees with any calculations, it shall make corrections and provide a copy of the corrected invoice or report to the Contractor together with reasons for corrections and payment in the corrected amount.
26. If the Contractor disagrees with the corrections to the invoice, then the dispute resolution procedure outlined in this Agreement shall apply.

Contract Prices

27. The fees identified in Schedule "B" – Schedule of Fees, and any additional amounts that the Regional District may agree to pay to the Contractor for Services under this Agreement are collectively defined as the "Contract Price".

GST

28. The Contract Price does not include Goods and Services Tax ("GST") (or any equivalent or replacement tax) and the Regional District shall pay GST in addition to the Contract Price and the Contractor confirms its GST registration number is xxxxx-xxxx-xxxxxx.

Tipping Fees

29. The Regional District will be responsible for all Landfill tipping fees and all Qualified Recycling Processor Fees and any related fines due to contamination.

CPI Price Changes

30. The Contract Price (excluding those fees exempted from CPI increases in Schedule "B") shall be increased or decreased on each January 1 during the Term of this Agreement by multiplying the monthly Contract Price as of the preceding December 31 by the percentage change in the yearly average British Columbia Transportation Consumer Price Index (BCTCPI) for the preceding calendar year as published by Statistics Canada, provided however any such change shall not exceed three percent (3%) per year. Increases above 3% per year cannot be carried forward cumulatively to a future year.

31. In the event the applicable BCTCPI index is not available in time for a monthly invoice, the difference in Contract Price payments for that invoice shall then be identified and adjusted, if necessary, after the BCTCPI index becomes available in a subsequent monthly invoice.

Other Taxes

32. All other applicable taxes, including but not limited to sales tax, custom duties and taxes on labour, services and equipment, save and except only GST, are included in the Contract Price.

Recyclable Materials Additions

33. The Regional District may, at any time, designate additional materials to be included as Recyclables, in which event the Contractor shall collect, transport and otherwise handle the additional materials as Recyclables.

Food Waste

34. If the Regional District wishes the Contractor to collect Food Waste and dispose of it at a composting facility, the Regional District will inform the Contractor in writing no less than six (6) months before the Regional District's desired date for commencement of that additional service and during that time the Contractor agrees to enter into negotiations with the Regional District to attempt to agree upon a price for that additional service and if a price is negotiated, the Regional District and the Contractor will sign an amendment to this Agreement to confirm their agreement.

No Other Payments

35. The Contractor acknowledges that it is entitled only to the payments expressly established in this Agreement and to no other payments.

Monthly Reports

36. In order for the Regional District to fulfill its reporting obligations under the *Climate Action Charter*, the Contractor must include, as an essential part of each monthly invoice, a monthly report regarding materials collected, mileage and fuel use, which must include the following information:

(a) Monthly tonnage weights of Garbage and Recyclables collected for the Regional District shown by vehicle identification, load and service day;

(b) Kilometers traveled by each vehicle used to provide services under this Agreement;
and

(c) Type and amount of fuel used by each vehicle used to provide services under this Agreement.

Yearly Report

37. The Contractor will provide to the Regional District a summation of the monthly reports in a yearly report for each calendar year, to be provided no later than March 1 of the following year. In the event of expiry or earlier termination of this Agreement, the Contractor must provide all of the required yearly report information no later than two (2) calendar months after the end of this Agreement for all information not previously reported in a yearly report.

Failure to Provide Reports

38. Failure by the Contractor to provide to the Regional District, to the Regional District's satisfaction (acting reasonably), at the same time as the Contractor's monthly invoice, a monthly report and, when applicable, a yearly report required under this Agreement will disentitle the Contractor to payment under that invoice or a further invoice until the missing report is provided.

Remuneration

39. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees and all payments and deductions required to be made by any enactment, including those for Canada Pension Plan, Employment Insurance, Workers Compensation and Income Tax.

Third-Party Claims

40. If any third party, including but not limited to the Crown in Right of Canada, the Crown in Right of British Columbia, or any of their agencies, departments, commissions or ministries, makes a claim against the Regional District for monies allegedly owed under this Agreement, the Contractor shall indemnify the Regional District for any such claims.

DETAILS OF SERVICES

Standard of Services

41. The Contractor shall provide the Services in an orderly and quiet manner, with the highest standard of care and without limitation, the Contractor shall take all necessary precautions in its performance of the Services to ensure the protection of persons and property.

Scope of Contractor Responsibility

42. The Contractor shall supply all the necessary labour, tools, machinery, plant and equipment in connection with its provision of the Services under this Agreement, and the Contractor shall perform all incidental and necessary work, and the Contractor shall do anything and everything necessary to be done for the execution and the fulfillment of this Agreement.

43. The Contractor will procure all equipment and will assume all start-up, operating, maintenance and replacement costs of such equipment for the delivery of the Services, including proper safety equipment and insurance for vehicles and workers.
44. Should the Contractor provide and operate a maintenance facility to house and service collection equipment or a facility to manage Recyclables, the Contractor will be responsible for acquiring all necessary land use, building, operating and business permits and licenses and for compliance with all applicable laws.

Contractor Repairs

45. The Contractor, at its own expense, must immediately and completely repair or replace any property damaged by the Contractor, including but not limited to damage to streets, lanes, curbs, boulevards, lamp standards, private property and other property.

Disposal during Business Hours

46. The Contractor shall dispose of Garbage at the Landfill and Recycling at the Qualified Recycling Processor within the posted operating hours for each facility, unless otherwise agreed to by the Regional District in writing.

Care during Transfer of Bins

47. The Contractor shall remove and replace all Waste Transfer Bins in an acceptable manner and location to prevent damage to the Transfer Station property and ensure Waste Transfer Bins do not unduly block vehicular and pedestrian traffic.

Collection Events

48. The Regional District shall work with the Contractor to develop a schedule for Collection Events to occur.
49. The Regional District may add or remove scheduled Collection Events by e-mailing the Contractor a minimum two (2) business days prior to the Collection Event.

Collection Times

50. The Contractor will be allowed to schedule the time of day of Collection Events but the Contractor will intentionally avoid times where the Transfer Station will be heavily used including the end of weekends.

Schedule Changes

51. Subject to the Contractor receiving prior approval of the Regional District, the Contractor may adjust when a Collection Event takes place.

Inclement Weather or Dangerous Conditions

52. When weather or road conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property, the Contractor shall not

perform a Collection Event. The Contractor shall notify the Regional District as soon as possible, no later than the same business day, of necessary change of day to the Collection Event.

53. In that circumstance, the Contractor shall then make collection at the earliest possible time following the discontinuance of the circumstance.

No Mixing

54. The Contractor shall not mix or co-mingle any type of Garbage or Recycling collected under this Agreement with waste collected from any other residential or commercial sources without the express written permission of the Regional District and the tracking of all materials collected.

Spillage

55. Unless identified in Schedule "A", the Contractor, at its own expense, must immediately clean up any spillage or leakage of materials caused by the Contractor's process of collection or transport of materials.
56. All loads collected by the Contractor shall be completely contained in collection vehicles at all times.
57. The Contractor must operate equipment capable of transporting and retaining for disposal all liquids released by garbage during collection or compaction.
58. The Contractor must not allow any loose Recyclables, Garbage or other waste spilled during the loading procedure to be pushed under the Waste Transfer Bin or Compaction Unit through the placement of the empty Waste Transfer Bin.

Access Issues

59. Where there is a physical impediment at the Transfer Station property that does not allow the Contractor to complete a Collection Event, such as a parked vehicle or snow bank, the Contractor shall make every reasonable effort to resolve the impediment.
60. In the event that the Contractor cannot resolve the physical impediment at the Transfer Station Property, the Contractor will contact the Regional District using the specified contact information provided by the Regional District. The Regional District will be allowed 30 minutes during business hours or 3 hours outside of business hours to remove the physical impediment. If the Regional District fails to remove the physical impediment within the indicated time period, the Regional District will pay the Contractor for a Non-Collection Event, as per Schedule "B" – Schedule of Fees, even if no materials were collected.

Environmental Protection Measures

61. Throughout the Term of this Agreement, the Contractor must ensure that all vehicles used in the performance of the Services meet then-current emission standards.

Equipment

62. The Contractor shall provide a sufficient number of vehicles, and other equipment necessary for the Services as required by this Agreement.
63. The size and type of vehicles must be suitable for operation on streets and must not exceed load limit restrictions.
64. All collection equipment must have appropriate safety markings including all highway lighting, flashing and warning lights, clearance lights, beepers and warning flags, all in accordance with current statutes.
65. Equipment must be maintained, repaired and operated to the reasonable satisfaction of the Regional District's Representative at all times. All parts and systems of the collection vehicles, Waste Transfer Bins and Compaction Units must operate properly and be maintained in a condition satisfactory to the Regional District's Representative.
66. If at any time the vehicles or equipment appear to be inadequate or unsafe, the Regional District Representatives may direct the Contractor to improve the same or to increase the efficiency, character or safety of its vehicles and equipment.
67. The Contractor must ensure that no liquid wastes (from Garbage) or oils (lubricating, hydraulic and fuel) are discharged to private property or onto any road surface or elsewhere.
68. Any equipment not meeting the standards established by this Agreement shall not be used until repairs are made.

Backup Equipment

69. The Contractor must have spare equipment available to perform collection responsibilities on the scheduled day of a Collection Event so that service is not interrupted because of equipment breakdown. Equipment breakdown will not be considered a justifiable reason for the Contractor to discontinue service.

Mechanics

70. Throughout the Term of this Agreement, the Contractor shall ensure that it retains sufficient and qualified mechanics to maintain the Contractor's vehicles and equipment required for performance of the Services.

Supervision and Labour

71. The Contractor shall at all times provide a competent Superintendent, who shall be considered the representative of the Contractor entitled to receive all orders, notices and other communications on behalf of the Contractor.
72. The Contractor shall comply with the requirements of the British Columbia *Employment Standards Act*, *Workers Compensation Act*, *Human Rights Code* and all other applicable federal and provincial employment related legislation and regulations.
73. The Regional District shall be the prime contractor for the Transfer Station and will be responsible for developing the associated emergency response plan. The Contractor will review the emergency response plan and provide any necessary feedback in a timely manner before the commencement of the contract or at any time the emergency response plan is updated during the Term of the contract.
74. Whereas the Regional District will be the prime contractor for the Transfer Station, the Contractor will develop a site specific hazard assessment and safety program for their workers that will be shared with the Regional District at the start of the contract period and updated as hazards are identified in keeping with all Workers Compensation Act requirements. The Contractor will amend their hazard assessment and safety program if applicable hazards are identified by the Regional District. The Contractor will immediately contact the Regional District if they identify any hazards at the Transfer Station to their workers, other contractors or the public.
75. The Contractor and its employees working at the Landfill or Qualified Recycling Processor sites must comply with all site safety requirements.

Character of Workers

76. All workers of the Contractor must have sufficient knowledge, skill, experience and qualifications to perform properly the work assigned to them and be tactful and courteous in dealing with the public.
77. If any person employed by the Contractor to perform collection services is reported to the Regional District to be incompetent, disorderly, or otherwise unsatisfactory, the Regional District shall document the unsatisfactory conduct in writing to the Contractor as soon as possible after the incident with a request that such conduct be corrected. The Contractor shall investigate any written complaint from the Regional District regarding any unsatisfactory performance by any of its workers and initiate discipline as appropriate and provide written response of action taken to the Regional District.
78. Notwithstanding the process outlined, any foreman or worker employed by the Contractor who, in the opinion of the Regional District, does not perform his or her work in a skilful manner, or appears to be incompetent or to act in a disorderly or

intemperate manner, shall, at the written request of the Regional District, be removed from work immediately and shall not be employed again in any portion of the work without the approval of the Regional District.

Employee Conduct

79. The Contractor's workers, employees, agents, or other representatives, shall be courteous, refrain from loud or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property, and they shall not trespass, litter or loiter, or meddle with property that does not concern them.
80. Employees of the Contractor who are required to operate any licensed equipment must hold a valid class driver's license. Driver's license and current driver's license abstracts of each employee engaged in operating any piece of licensed equipment on behalf of the Contractor shall be available for inspection by the Regional District upon request.

Emergency Telephone

81. The Contractor will maintain an emergency telephone number for use outside normal business hours. The Contractor shall have a representative, or an answering service to contact that representative, available at the emergency telephone number during all hours other than normal office hours.

Noise and Nuisance

82. The Contractor shall comply with and abide by the noise and nuisance abatement policies and bylaws of the Regional District.
83. The Contractor shall conduct its operations so as to cause the minimum of disruption and inconvenience to traffic and to places of business and residences adjacent to where the Contractor is operating.

Environmental and Related Provisions

84. Whereby the Contractor has performed all due diligence regarding the duties of this contract, the Regional District will be solely responsible for any costs, including remediation costs, whenever incurred, related to environmental contamination of lands or contamination from lands due to contaminated materials or the disposing of or handling or releasing contaminated materials into the environment.

Local Conditions

85. The Contractor has satisfied itself, by personal inspection, examination, calculations, tests, or by other means, with respect to the local conditions to be encountered in its performance of the Services and the quantities, quality and practicality of the work and of its methods of procedure.

Field Monitoring

86. The Regional District may periodically monitor collection system parameters such as equipment condition and public satisfaction. If needed, the Contractor will assist the Regional District by coordinating the Contractor's operations with the Regional District's field monitoring to minimize inconvenience to the public.

Audit

87. Upon reasonable prior written notice, the Regional District or an appointed representative from a third party authorized by the Regional District may audit and inspect:
- (a) Any site, facility, vehicles, or equipment relating to the performance of the Services detailed within this Agreement; and
 - (b) All data, records, documentation or other information relating to the performance of detailed within this Agreement.
88. The sole purpose of the audit will be to verify the performance and obligations of the Contractor under this agreement.
89. The Contractor will co-operate with and provide to the Regional District, or its audit representative, such reasonable assistance as they require in order to complete the auditing of work detailed within this Agreement.

Recycling and Education Programs

90. The Regional District will have primary responsibility for developing and executing public education programs to encourage waste reduction and diversion to recycling. Functions will include:
- (a) Provision of program theme and logo designs;
 - (b) Presentations to community groups and organizations;
 - (c) Promotional and education materials for local residents;
 - (d) Media news releases and interviews, advertising and promotional events and activities that serve to increase awareness and correct participation in waste reduction programs;
 - (e) Communicate program results and emphasize correct participation in response to Contractor reported field experience; and
 - (f) Payment for all mailings to customers and education based advertising.

Service Meetings

91. Upon a request of the Regional District, the Contractor shall meet with the Regional District at a time and place required by the Regional District to discuss the Services or conditions contained within this Agreement.

INSURANCE DEFAULT, REMEDIES, TERMINATION

Insurance Coverage

92. The Contractor shall provide, maintain and pay for the following insurance policies throughout the Term, providing full coverage to the Contractor performing the Services under this Agreement:

- (a) Comprehensive General Liability Insurance;
- (b) Automobile Liability Insurance;
- (c) Pollution Liability Insurance

As more fully described below.

Comprehensive General Liability Insurance

93. The Contractor shall provide, maintain, and pay for Comprehensive General Liability Insurance on an occurrence basis with limits of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence, and Ten Million (\$10,000,000) Dollars aggregate, with a deductible not exceeding \$10,000 per occurrence, for bodily or personal injury, death, and property damage including the loss of use thereof and shall include coverage for:

- (a) Premises, activities and operations liability
- (b) Blanket contractual liability
- (c) Cross liability
- (d) Contingent employer's liability
- (e) Owners and contractors protective liability
- (f) Occurrence basis property damage
- (g) Broad form property damage
- (h) Employees as insureds
- (i) Personal injury
- (j) Broad form loss of use
- (k) Non-owned automobile liability

94. The policy shall cover as unnamed insureds anyone employed directly or indirectly by the Contractor.

95. The form of this insurance must be acceptable to the Regional District and shall be maintained continuously during the Term of this Agreement.

96. The policy shall be endorsed to provide the Regional District with not less than thirty (30) days notice by registered mail in advance of cancellation, termination or material alteration (with the exception of vehicle insurance).
97. The policy shall include the Regional District as an Additional Insured.
98. At the time of signing this Agreement, and at other reasonable times through the Term, the Contractor shall provide the Regional District with Certificates of Insurance confirming this insurance is in place.

Automotive Liability insurance

99. The Contractor shall provide and maintain liability insurance in respect of owned, no owned and leased or rented licensed vehicles, subject to limits of not less than five million dollars (\$5,000,000.00) inclusive.
100. The policy shall cover as unnamed insureds, anyone employed directly or indirectly by the Contractor to perform a part or parts of the Services.
101. The form of this insurance must be acceptable to the Regional District and shall be maintained continuously during the Term of this Agreement.
102. The policy shall be endorsed to provide the Regional District with not less than fifteen (15) days notice in advance of cancellation or termination.
103. The policy shall include the Regional District as an Additional Insured.

Pollution Liability Insurance

104. The Contractor shall provide, maintain and pay for pollution liability insurance subject to limits of not less than \$3,000,000 for each occurrence and \$5,000,000 for an annual aggregate. The form of this insurance must be acceptable to the Regional District and shall be maintained continuously during the Term of this Agreement.

Order to Stop Services

105. The Regional District's Representative is entitled to observe and check the Contractor's performance of the Services and he will have the authority to stop the Services whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Services in accordance with this Agreement or where he is of the opinion that there exists a danger to life or to property.
106. The Contractor shall obey such orders immediately and take any remedial actions ordered by the Regional District's Representative. Neither the giving nor the carrying out of such orders will entitle the Contractor to any extra payment nor instead, will

payments owing by the Regional District to the Contractor be proportionately reduced based on the duration of the stop work order.

Contractor Responsibility

107. The Contractor shall be liable for any and all death, bodily injury, property loss, property damage or consequential loss or damage which may occur due to any act, omission, neglect or default of the Contractor, or of its employees, workers, agents or others for whom the Contractor is responsible in law. This section shall not be considered a limitation on any release or indemnity in this Agreement.
108. Notwithstanding anything in this Agreement, in an emergency, the Contractor, without the necessity of authorization from the Regional District's Representative, shall act in a reasonable manner to prevent loss or injury.

Release

109. The Contractor hereby releases the Regional District and its elected and appointed officials, officers, employees and agents (the "Regional District Parties"), notwithstanding any negligence on their part, from all claims, demands, suits, actions, proceedings, fines, costs (including costs of professional advisers and including remediation costs), liabilities, penalties, damages, expenses, losses (including consequential losses), and other harm of any nature whatsoever that the Contractor may at any time have against the Regional District or the Regional District Parties EXCEPT in respect of the Contract Price to the extent it may be unpaid by the Regional District contrary to this Agreement. This release survives the expiry or earlier termination of this Agreement.

Indemnity

110. The Contractor shall indemnify and save harmless the Regional District and the Regional District Parties, notwithstanding any negligence on their part, from and against all claims, demands, suits, actions, proceedings, fines, costs (including costs of professional advisers and remediation costs), liabilities, penalties, damages, expenses, losses (including consequential losses), and other harm of any nature whatsoever that the Regional District and/or any of the Regional District Parties may at any time have by reason of, arising from or related to:
 - (a) The performance, purported performance or non-performance of the Services by the Contractor;
 - (b) Any breach or default of this Agreement by the Contractor;
 - (c) Any matter for which the Contractor is responsible under this Agreement;
 - (d) Any incident or occurrence resulting from or connected with the Services; or

- (e) Any wrongful act, omission, or negligence of the Contractor or its directors, officers, employees, agents or others for whom the Contractor is responsible in law.

This indemnity survives the expiry or earlier termination of this Agreement.

Termination at Regional District's Discretion

- 111. The Regional District may, in its sole discretion and without reason, terminate this Agreement upon notice to the Contractor. If the Regional District terminates this Agreement under this section, the Contractor shall be entitled to be paid for all Services satisfactorily performed by the Contractor up to the date of such termination in accordance with this Agreement. Return of the performance security shall be at the discretion of the Regional District. The Contractor is not entitled to, and irrevocably waives and releases the Regional District from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

Events of Default

- 112. The following constitute events of default by the Contractor under this Agreement:
 - (a) if the Contractor should fail in the due performance of any obligation on its part under this Agreement;
 - (b) a representation or warranty made by the Contractor under this Agreement proves to have been misleading or false;
 - (c) if the Contractor makes an assignment or any general arrangement for the benefit of its creditors, files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it, or otherwise becomes bankrupt or insolvent (however evidenced), or becomes dissolved or otherwise ceases to exist as a corporate body or any steps are taken toward that end;
 - (d) if the Contractor has been given more than three (3) notices of default under this Agreement, even though those defaults may have been cured to the satisfaction of the Regional District's Representative within the time permitted to do so.

Notice of Default

- 113. If there should occur an event of default on the part of the Contractor under this Agreement, the Regional District may deliver to the Contractor a notice of default.

Notice to Cure Default

- 114. If the Regional District considers a default by the Contractor is curable, but for certainty not a default under this contract, the notice of default may require the Contractor to cure the default, to the satisfaction of the Regional District's Representative, within such

period as the Regional District's Representative may consider reasonable in all the circumstances.

Performance by Regional District When Contractor Default

115. Upon breach by the Contractor of any of its obligations under this Agreement, the Regional District has the right (but not the obligation) to do whatever work or take whatever steps the Regional District considers necessary to rectify a default by the Contractor under this Agreement, all at the cost of the Contractor (based on the Regional District's actual costs plus a 15% administration fee), provided the Contractor has first been given notice of the breach under this contract and the Contractor has failed in the time specified in the notice to do the work or to remedy the breach, to the Regional District Representative's satisfaction.

Deduction of Monies Owing to Contractor

116. Any monies that the Contractor may owe to the Regional District under this Agreement may be deducted out of any monies owing by the Regional District to the Contractor on account of any Services previously performed by the Contractor, and should the money so deducted not be sufficient to indemnify and cover the Regional District's costs, the deficiency then due shall be charged against the Contractor and be immediately due and payable.

Deduction of Pre-Estimated Damages

117. In every event that the Regional District sends to the Contractor a notice of default under this contract, whether or not the default is subsequently remedied by the Contractor, the Contractor acknowledges that the Regional District will incur costs associated with that notice, including administrative and possibly legal or other consulting costs, and the Contractor and the Regional District agree that, unless the Regional District notifies the Contractor that the Regional District will be seeking a higher level of damages, then a pre-estimate of the Regional District's damages in each such case is \$500.00 per notice and without limiting any section above, these amounts may be deducted from time to time from monies owing by the Regional District to the Contractor.

Performance Security

118. As security for the Contractor's performance of the Services, the Contractor has provided to the Regional District a bank draft, letter of credit or a performance bond with a surety in the amount of \$15,000, and in a form acceptable to the Regional District (the "Performance Bond"). For the duration of this five year (5) Agreement and any Agreement extension that may be agreed to, the Performance Bond shall be renewed 2 months prior to the expiration of the current Performance Bond.

Use of Performance Security

119. In the event of any default of the Contractor under this Agreement, the Regional District may call upon the Performance security. For extra clarity, the Contractor's performance security shall be forfeit.

Termination of Agreement

120. If the Regional District has delivered to the Contractor a notice of default for a default and a notice per this contract to cure the default, and the Contractor fails to cure the default to the satisfaction of the Regional District's Representative within the time specified in the notice, then the Regional District has the right to immediately terminate this Agreement by giving notice of immediate termination to the Contractor.
121. If the Regional District has delivered to the Contractor a notice of default for a default as per this contract, or the Regional District has called upon the Performance Bond as per this contract, then the Regional District has the right to immediately terminate this Agreement by giving notice of immediate termination to the Contractor.

Remedies Cumulative

122. No reference to or exercise of any specific right or remedy by the Regional District prejudices or precludes the Regional District from exercising any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the Regional District may from time to time exercise any one or more of such remedies independently or in combination.

GENERAL CLAUSES

Compliance with Laws

123. The Contractor shall perform the Services and otherwise conduct its activities in compliance with all applicable statutes, enactments, bylaws, regulations, orders and laws from time to time in force, including all applicable Regional District bylaws, and the Contractor shall not do or omit to do any thing in contravention thereof and the Contractor acknowledges that the fact that this Agreement has been entered into with the Regional District does not relieve the Contractor from obtaining a business license and other permits and approvals required by the Regional District.

Nature of Agreement

124. This is an agreement for the performance of services and the Contractor is engaged as an independent contractor under this Agreement for the sole purpose of providing the Services. Neither the Contractor nor any of the Contractor's employees is engaged by the Regional District as an employee or agent of the Regional District. This Agreement does not create a joint venture or partnership and the Contractor does not have the authority to represent or bind the Regional District in any way, unless expressly authorized to do so.

Contractor's Representations and Warranties

125. The Contractor represents and warrants to the Regional District, as representations and warranties that are true at the date hereof and will be true at the Completion Date and that are to continue and to survive throughout the Term of this Agreement, that:
- (a) The Contractor is a company validly incorporated in **(BC or other jurisdiction and is extra provincially registered under the laws of British Columbia ;)**
 - (b) The Contractor has the power and capacity to enter into and carry out its obligations under this Agreement;
 - (c) The Contractor has completed all necessary resolutions and other preconditions to the validity of this Agreement; and
 - (d) Those persons executing this Agreement on the Contractor's behalf have been duly authorized to do so.

Assignment / Subcontractors

126. The Contractor may not assign this Agreement, nor use subcontractors to perform any or all of the Services without the express written permission of the Regional District. For certainty, a change in control of the Contractor, as that term is defined in section 2(3) of the *Business Corporations Act* (BC), will be deemed to be an assignment.
127. The ability for the Contractor to assign or subcontract will not be unreasonably withheld by the Regional District.

Dispute Resolution

128. The Regional District's Representative, in the first instance, shall be the interpreter of this Agreement and in the event of a dispute under this Agreement, the Regional District's Representative shall give a written notice to the Contractor setting out his interpretation of this Agreement. If the Contractor does not agree with the Regional District's Representative's interpretation of this Agreement, and if the dispute cannot be settled between the Regional District and the Contractor within fourteen (14) calendar days of the Contractor's receipt of the notice from the Regional District's Representative, or such other time period as agreed to by both parties, and if both parties agree to resolve the dispute by arbitration, then the dispute shall be referred to and finally resolved by arbitration pursuant to this section.
129. If the Regional District and the Contractor agree to resolve a dispute by arbitration, or if any section of this contract should apply, then the arbitration shall be conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be Penticton, B.C. unless otherwise agreed to by both parties. The findings of the arbitrator shall be

final and binding upon both parties. British Columbia law will govern the procedural issues in the arbitration. The costs of the arbitration shall be as decided by the arbitrator, and if the arbitration is pursuant to section of this contract, then the costs of the arbitration shall be shared 50/50 between the Regional District and the Contractor.

Headings

130. Section headings are inserted for ease of reference and are not to be used in interpreting this Agreement.

Interpretation

131. Reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise.
132. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so requires.

No Effect on Laws or Powers

133. Nothing contained or implied herein prejudices or affects the Regional District's rights and powers in the exercise of its functions pursuant to the *Regional District Act* or *Community Charter* (British Columbia) or its rights and powers under any enactment to the extent the same are applicable to this Agreement, all of which may be fully and effectively exercised.

Regional District Representative

134. Decisions, orders and other actions on the part of the Regional District under this Agreement will be made by the Regional District's Representative.

Regional District Discretion

135. Wherever in this Agreement the approval or consent of the Regional District is required, or some act or thing is to be done to the Regional District's satisfaction, or the Regional District is entitled to form an opinion:

(a) The relevant provision is deemed not to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the Regional District's Representative;

(b) The approval, consent, opinion or satisfaction is at the discretion of the Regional District's Representative, in his sole, absolute and unfettered discretion.

Severance

136. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid must not affect the validity of the remainder of this Agreement.

No Public Law Duty

137. Whenever in this Agreement the Regional District is required or entitled at its discretion to consider granting any consent or approval, or is entitled to exercise any option to determine any matter, or to take any action or remedy including, without limiting the generality of the foregoing, the termination of this Agreement, the Regional District may do so in accordance with the contractual provisions of this Agreement and no public law duty of procedural fairness or principle of natural justice shall have any application.

Binding on Successors

138. This Agreement enures to the benefit of and is binding upon the parties and their respective corporate successors.

No Permission

139. The Contractor must not permit any person to do anything that the Contractor is restricted from doing under this Agreement.

Laws of British Columbia

140. This Agreement must be construed according to the laws of the Province of British Columbia and the laws of Canada, as applicable.

Attornment

141. Each of the parties attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.

Confidentiality

142. The Contractor acknowledges that the Regional District's ability to keep any information confidential is subject to the British Columbia *Freedom of Information and Protection of Privacy Act*.

References to Legislation

143. A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, legislation or a provision of legislation substituted for it, and a regulation, code, ordinance, by-law, statutory instrument, protocol or guideline issued or designated under it as amended or replaced from time to time.

Whole Agreement

144. The provisions of this Agreement constitute the whole of the agreement between the parties and this Agreement supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties

with respect to the subject matter of this Agreement and in particular, this Agreement supersedes the Request for Proposal and the Proposal.

No Representations

145. There are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those expressly contained in this Agreement.

Survival of Representations and Warranties

146. All representations and warranties made by the parties in this Agreement will survive the expiry or earlier termination of this Agreement.

Amendment

147. This Agreement may be altered or amended only by an agreement in writing signed by the parties.

Interest

148. Any monies unlawfully unpaid under this Agreement shall bear compound interest at the rate of 10% per annum, calculated semi-annually not in advance.

Notices

149. Any notice or other writing required or permitted to be given under this Agreement shall be sufficiently given if delivered by hand, or if transmitted by facsimile, or mailed to such party:

in the case of a notice to the Regional District, at:

(TO BE INCLUDED)

in the case of a notice to the Contractor, at:

(TO BE INCLUDED)

Attention:

Fax:

Email:

or at such other address or addresses as the party to whom such notice or other writing is to be given shall have last notified the party giving the notice in the manner provided in this section.

Any notice or other writing sent by hand, e-mail or by facsimile transmission in compliance with this section shall be deemed to have been given and received on the date it is so delivered or transmitted unless that day is not a business day, in which case the notice shall be deemed to have been given and received on the next day that is a business day. Any notice or other writing sent by mail shall be deemed to have been

given and received on the fourth day after mailing unless that day is not a business day, in which case the notice shall be deemed to have been given and received on the next day that is a business day.

Waiver or Non Action

150. Waiver by the Regional District of any breach by the Contractor of any of its obligations under this Agreement must not be deemed to be a waiver by the Regional District of any subsequent default by the Contractor. Failure by the Regional District to take any action in respect of any breach by the Contractor under this Agreement must not be deemed to be a waiver by the Regional District. All waivers must be in writing.

Further Assurances

151. The Regional Districts and the Contractor shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated and each such party shall provide such further documents or instruments required by the other party as may reasonably be necessary or desirable to give effect to the terms and purpose of this Agreement and carry out its provisions.

Counterparts

152. This Agreement may be executed in any number of counterparts. Each counterpart is an original, but the counterparts together are one and the same instrument. This Agreement is binding on the parties on the exchange of the counterparts. A copy of a counterpart sent by facsimile or email is as effective as an original counterpart and is sufficient evidence of the execution of the original.

Time of the Essence

153. Time is of the essence of this Agreement.

List of Schedules

- Schedule "A" - Description of Services
Schedule "B" - Schedule of Fees

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OPTIONAL PRICING MATRIX

This optional pricing matrix is provided to assist Proponents submit their pricing to the Regional District. Proponents may choose to submit pricing in a different manner compliant with this RFP. **Please read the RFP carefully and include all other required information additional to pricing.**

Service	Monthly Cost (\$ Canadian)	Notes
Bin rental – other as identified in Proposal		Includes empty change out for each collection event
Service	Per Event Cost (\$ Canadian)	Notes
Garbage Collection Event		Transfer to Campbell Mountain Landfill
Recycle Collection Event		Transfer to Qualified Recycling Contractor identified in Proposal
Non-Collection Event		Due to failed collection due to impediment at Waste Transfer Station property