

# REGIONAL DISTRICT OF KITIMAT-STIKINE

## REQUEST FOR PROPOSALS FOR GREATER TERRACE AREA RESIDENTIAL GARBAGE COLLECTION SERVICES

RFP Number: 2014-101

March 2014



Regional District of  
**Kitimat-Stikine**

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## 1 Introduction

The Regional District of Kitimat Stikine (the Regional District) invites innovative Proposals for residential garbage collection services in the Greater Terrace Area, excluding the City of Terrace. Refer to the map in Section 5 for specific boundaries of the collection area.

The services are expected to extend for a period of five years, with the potential for two one-year extensions, if mutually agreed. The intent is to award the Contract and commence service by October, 2014.

Concurrently with this RFP, the Regional District is also seeking non-binding quotations from the waste management industry to provide curbside recycling collection from the same households (the "RFQ"). The RFQ is a separate document and process. The suite of materials to be collected in the recycling program is defined in the RFQ, and is a subset of the materials covered by the provincial product stewardship plan for packaging and printed paper. Any prices or other information related to collection of recycling should be presented in the RFQ only, and not in this RFP. This RFP is limited to garbage collection only.

Proposal documents may be viewed at or obtained from the BC Bid website ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) (the "BC Bid website"), or the Regional District's office (address below):

Regional District of Kitimat Stikine  
300-4545 Lazelle Avenue  
Terrace, BC  
V8G 4E1

## 2 Instructions to Proponents

### 2.1 Closing Time and Address for Proposal Delivery

Proposals must be received **no later than 3:00 pm local time on the 4<sup>th</sup> day of April 2014** (the "Closing Time").

CDs or memory sticks and hard copies of proposals must be submitted by Proponents **in a sealed package, marked "confidential"** to the following specific physical location:

**Attention: Verna Wickie, Treasurer**

Regional District of Kitimat Stikine  
300-4545 Lazelle Avenue  
Terrace, BC  
V8G 4E1

The Closing Time for the delivery of hard copies and CDs or memory sticks shall be established by the time shown on the clock in Reception used by the Regional District for that purpose.

Electronic files may be submitted by email. If the file is emailed, the Proponent bears all risk that the Regional District's equipment functions properly so that the Regional District receives the file on time. Files should be emailed to [info@rdks.bc.ca](mailto:info@rdks.bc.ca) with the subject "Request for Proposals for Greater Terrace Area Residential Garbage Collection Services, RFP Number: 2014-101". The time stamp on the recipient's computer will be used to determine if the file was received on time.

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

## 2.2 Number and Format of Copies

Proponents must submit their Proposal as a single, consolidated PDF file. The electronic file may be emailed or supplied on a CD or memory stick. If the electronic file is emailed, the Proponent bears all risk that the Regional District's equipment functions properly so that the Regional District receives the file on time.

In addition to the electronic file, Proponents are also required to submit one (1) signed and sealed original hard copy.

All electronic and hard copies must be delivered on or before the time and date specified in Section 2.1 to the location specified in Section 2.1.

## 2.3 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time, but not after. An amendment may show only the change to the proposal price(s). An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.15. Faxed or e-mailed amendments are permitted, but the Proponent bears all risk that the Regional District's equipment functions properly so as to facilitate timely electronic delivery of any amendment.

## 2.4 Information Meeting

An information meeting may be hosted by the Regional District Representative to discuss the Regional District's requirements under this RFP (the "**Information Meeting**"). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. If the Regional District elects to hold an Information Meeting, the Regional District will post notice of the date, time and location of the meeting on the BC Bid website and the Regional District website ([www.rdks.bc.ca](http://www.rdks.bc.ca)). After the Information Meeting, a written record of questions and answers from the meeting will be posted on the BC Bid website and the Regional District website.

At the time of issuance of this RFP an Information Meeting has not been scheduled.

## 2.5 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below or such other person who may be named from time to time by the Regional District (the “**RFP Coordinator**”). Information obtained from any person or source other than the RFP Coordinator may not be relied upon.

**Name:** Sarah Wilmot, M.Sc., RPP, MCIP, Senior Planner

**Address:** 200-420 West Hastings Street  
Vancouver, BC  
V6B 1L1

**Email:** sarah\_wilmot@golder.com

**Fax:** (604) 688-9764

All inquiries must be received in writing no later than 7 business days before the Closing Time. Hours of business are 8:30 a.m. to 5:00 p.m., Monday through Friday, except statutory holidays.

Inquiries and responses will be recorded and may be distributed to all Proponents having returned an “Intent to Respond” form (Section 2.7) at the discretion of the Regional District.

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

## 2.6 Addenda

If the Regional District determines that an amendment is required to this RFP, an addendum will be posted on the BC Bid Website and the Regional District website. Any addenda will form part of the RFP. It is the responsibility of Proponents to check the BC Bid Website and the Regional District Website for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent. By delivery of a Proposal, Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

## 2.7 Intention to Respond

In order to be included in direct communication related to inquiries or addenda, Proponents are strongly encouraged to communicate their intention to respond to this Request for Proposals by returning a copy of the Intent to Respond form (Appendix A) via fax or email to the RFP Coordinator named in Section 2.5.

## **2.8 Examination of Contract Documents and Service Area**

Proponents are responsible for reading and familiarizing themselves with the RFP document in its entirety (including all schedules, attachments and appendices) and the Service Area before preparing and submitting a Proposal.

## **2.9 No Duty of Care**

The Contractor acknowledges that the Regional District, in the preparation of the RFP and Contract documents, supply of oral or written information to Proponents, review of Proposals or the carrying out of the Regional District's responsibilities under the Contract, does not owe a duty of care to the Contractor and the Contractor waives for itself and its successors, and waives the right to sue the Regional District in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the RFP and Contract documents, supply of oral or written information to Proponents, review of proposals or the carrying out of the Regional District's responsibilities under the Contract.

## **2.10 Status Inquiries**

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the Regional District website and not to the RFP Coordinator. No information with regard to an award of a Contract will be given out between the time of opening and the time an award has been made.

## **2.11 Duration of Proposal**

The Proposal will be irrevocable and will be open for acceptance by the Regional District for a period of 90 days after the Closing Time.

## **2.12 Process after Closing**

Notwithstanding any other provision of this RFP, the award of a Contract is subject to the approval of the Board of the Regional District, and to the adoption by the Board of the Regional District of a bylaw establishing a garbage collection service for the Greater Terrace Area, and the execution of a Contract is subject to any negotiation of terms and conditions between the Regional District and the Preferred Proponent, and the adoption by the Board of the Regional District of a bylaw regulating the garbage collection service for the Greater Terrace Area.

## **2.13 Conflict Of Interest**

A Proponent must 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. The Regional District may rely on such disclosure.

## **2.14 Solicitation of Board Members, Regional District Staff and Regional District Consultants**

Proponents and their agents will not contact any member of the Regional District Board, Regional District staff or Regional District consultants with respect to this RFP, other than the RFP Coordinator named in Section 2.5 at any time prior to the award of a contract or the cancellation of this RFP.

## 2.15 Signature

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

- a) If the Proponent is a corporation then the full name of the corporation must be included, together with the names of the authorized signatories executing the Proposal on behalf of the Proponent;
- b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer must be included, and each partner or joint venturer must sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture must provide evidence to the satisfaction of the Regional District that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation must sign as indicated in subsection (a) above; or
- c) If the Proponent is an individual, including a sole proprietorship, the name of the individual must be included.

## 3 General Conditions

### 3.1 Negotiation

The Regional District may negotiate changes to any terms of a Proposal, including terms that form part of this RFP and including prices, and may negotiate with one or more Proponents or Contractors.

### 3.2 Limitation of Liability

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the Regional District or its representatives and consultants relating to or arising from the RFP. The Regional District will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP. No Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Proposals, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

### 3.3 Proponent's Qualifications

By submitting a Proposal, a Proponent represents that it has the expertise, qualifications, resources, and relevant experience to supply the Services described in this RFP.

### 3.4 Confidentiality

All Proposals become the property of the Regional District upon submission and will not be returned to the Proponents. All Proposals will be held in confidence by the Regional District unless otherwise required by law.



Contractors should be aware the Regional District is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

### 3.5 Definitions

In this RFP the following definitions shall apply:

**"Approval"** or **"Approved"** means approval in writing by the Regional District Representative.

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

**"Closing Time"** has the meaning set out in section 2.1.

**"Contract"** means a formal written contract between the Preferred Proponent and the RDKS for the performance of the Work, substantially in the form attached to this RFP as Schedule "C".

**"Contractor"** means the person or persons, firm or company whose Proposal has been accepted by the Regional District and includes the Contractor's personal representatives, successors or permitted assigns.

**"Designated Facility"** means either the Thornhill Landfill or the Forceman Ridge Landfill as specified from time to time by the Regional District Representative.

**"Evaluation Team"** means the Regional District administration and project consultants.

**"Garbage"** means any waste material generated by a household that is not Recyclables, subject to the restrictions detailed in Schedule A.

**"Information Meeting"** has the meaning set out in section 2.4.

**"Preferred Proponent(s)"** means the Proponent(s) recommended by the Evaluation Team and approved by the Regional District to enter into negotiations for a Contract.

**"Proponent"** means an entity that submits a Proposal in response to this RFP.

**"Proposal"** means a proposal submitted in response to this RFP.

**"Recyclables"**: those items listed in Schedule A, consisting of packaging and printed paper.

**"Regional District"** means the Regional District of Kitimat Stikine.

**"Regional District Representative"** means the individual appointed by the Regional District to make decisions related to this Contract.

**"Regional District Website"** means [www.rdks.bc.ca](http://www.rdks.bc.ca).

**"Request for Proposals"** or **"RFP"** means Request for Proposals No. 2014-101, including Schedules A, B and C attached hereto and any addenda issued by the Regional District.

“**Service Area**” means the parts of the Regional District of Kitimat Stikine which would be provided with curbside collection services under a Contract.

“**Services**” means the labour and equipment associated with delivering the Work.

“**Statutory Holiday**” means a statutory holiday referred to in Section A and any other day that may be deemed a statutory holiday by the *Employment Standards Act* (British Columbia).

“**Supervisor Contact**” means the individual identified by the Contractor who will be the primary point of communication for employees of the Contractor and the Regional District Representative.

“**Term**” means the term of the Contract, as specified in the Contract (Schedule C).

“**Waste Cart**” means a 120-litre, 180-litre, or 240-litre plastic container equipped with, handles and a tight fitting cover that is capable of being mechanically unloaded into a waste collection vehicle.

“**Work**” means anything and everything necessary for the collection of residential Garbage, and the execution, completion and fulfillment of the Contract to the satisfaction of the Regional District.

## 4 Evaluation of Proposals

This section details all of the mandatory and desirable criteria against which Proposals will be evaluated. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

The lowest or any proposal will not necessarily be accepted. The Regional District expressly reserves the right to accept or reject any or all Proposals at any time, modify the project schedule, or cancel the RFP for any reason whatsoever without compensation to the Proponents. The Regional District expressly reserves the right to accept the Proposal deemed most favorable to the interests of the Regional District. The Regional District reserves the right to waive minor defects in any proposal.

The Regional District reserves the right to reject any Proposal from a Proponent that is, or whose principals are, at the time of Proposal or evaluation, engaged in litigation against the Regional District.

### 4.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process:

- The Proposal must be received at the location specified in Section 2.1 before the Closing Time;
- The Proposal must be in English;
- One electronic copy in PDF format must be submitted;
- One (1) signed and sealed hard copy must be submitted as per Section 2.2; and
- The Proposal must include all completed Bid Forms (with attachments as required).

## 4.2 Desirable Criteria

Proposals meeting all of the mandatory criteria will be further assessed against desirable criteria as detailed in Table 1.

**Table 1. Evaluation Criteria**

Category Description	Marks Available	Minimum Acceptable Score*
Company Profile Experience References	15	11.25
Organization/Staffing Plan Health & Safety Plan	10	7.5
Vehicles and Equipment Facilities	5	3.75
Transition / Start Up Plan Operating Plan	10	7.5
Business Interruption/Contingency Plan Exceptions	5	3.75
Energy Consumption Positive Environmental and Social Measures Environmental and Social Practices	5	3.75
<b>Total Technical Score</b>	<b>50</b>	<b>37.5</b>
Price Score	50	N/A
<b>Total Score</b>	<b>100</b>	<b>N/A</b>

\* Proponents failing to achieve the minimum acceptable score in any of the categories may, at the discretion of the RDKS, be eliminated from further consideration.

The formula for determining the price score awarded for each proposal is as follows:

$$\text{Score} = \frac{(\text{Minimum price}) \times (\text{Total marks available})}{\text{Price submitted}}$$

Where:

Minimum price = Lowest price Proposal with technical score  $\geq$  37.5

Total marks available = total marks available for price component of score (50)

Price submitted = Price of proposal being considered

Without limiting any other right the Regional District may have to reject a proposal, any proposal failing to achieve at least the minimum acceptable technical score on each criteria and a total minimum technical score of 37.5 (as shown in the preceding table) may be rejected without consideration of the price proposal. Notwithstanding any other provision of this RFP, if the Regional District is not satisfied that a Proposal

adequately addresses, in whole or in part, one or more of the items listed above, the proposal may be rejected.

Notwithstanding the fact that there is a scoring system for the criteria items noted above, it is recognized that these parameters are qualitative in nature and subject to interpretation. However, it cannot be stressed enough that the Regional District will utilize the information provided under these headings to satisfy themselves to what extent any/all of the Proposals meet/exceed the necessary requirements to undertake the Work.

If negotiations with the Preferred Proponent are unsuccessful, the next highest rated Proponent would be deemed to be the Preferred Proponent and negotiations would be commenced with him/her.

## **5 Background Information**

The Regional District intends to begin a program to collect garbage from residents of single family dwellings, manufactured homes, and manufactured homes in manufactured home parks in the part of the Regional District known as the Greater Terrace Area (GTA). This would benefit families living in those dwellings in the GTA and provide a similar level of garbage collection service to that delivered by the City of Terrace to residents of the City of Terrace.

### **5.1 Collection Area**

The GTA has approximately 2,744 homes that are eligible for service, as shown in Figure 1 and Table 2. The final list of households forming the service area will be determined by the Regional District in conjunction with the successful Proponent upon a detailed review of addresses and road access conditions. The intention is to provide service to all households accessed via roadways that are maintained by the Ministry of Transportation and Infrastructure. As noted above, the successful proponent will also be required to service manufactured home parks, which will involve travel on private roads. However, some households (such as those in the Lakelse West area) that are not accessible via road may be excluded from the service area. The proposal should be based on the assumption that all households will be serviced using the same equipment. After contract award, the RDKS may negotiate with the successful Proponent for alternative means of servicing households that cannot be serviced with the same equipment.

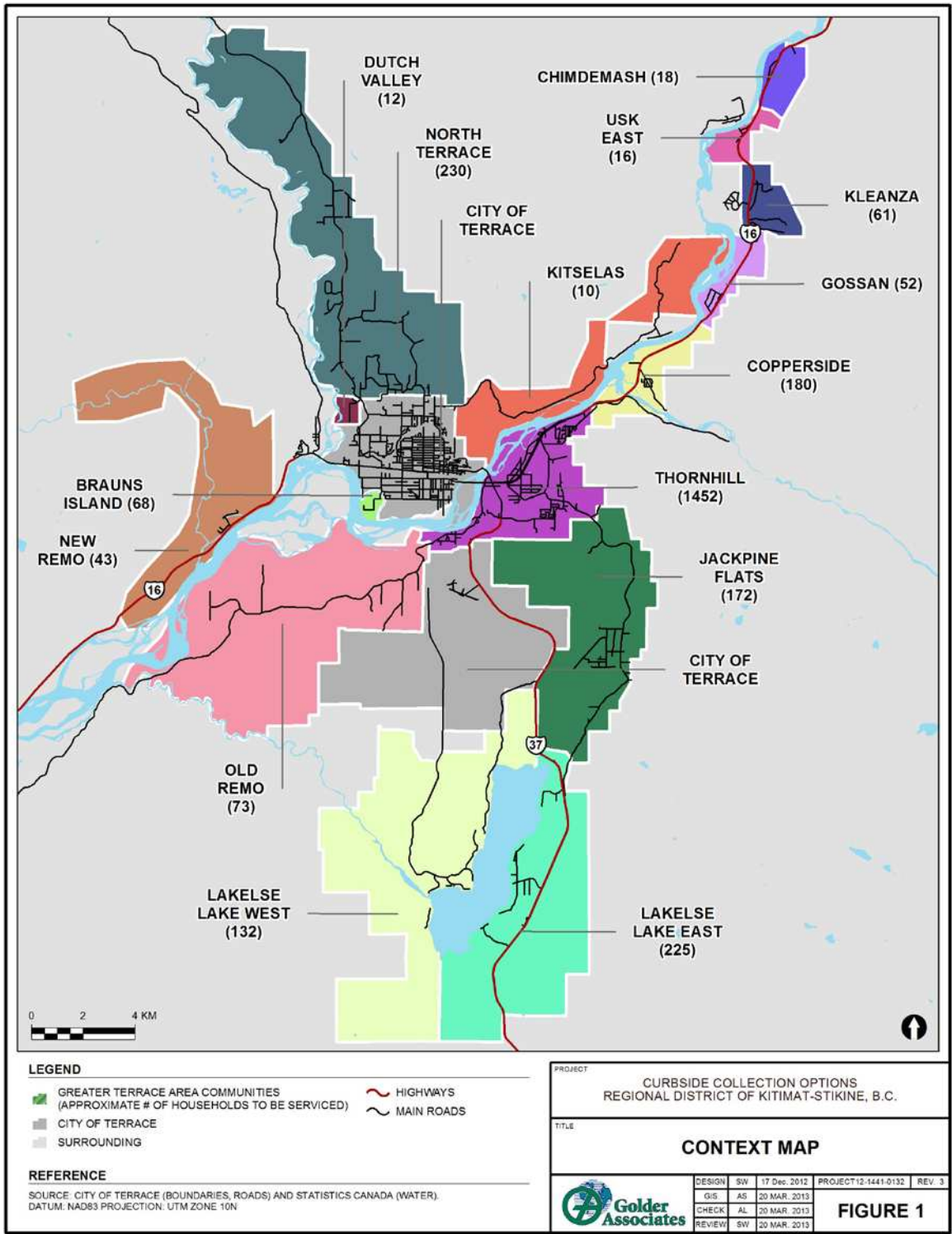


Figure 1. Approximate Count of Households to be Served in Greater Terrace Area

**Table 2. Approximate Household Counts in the Greater Terrace Area by Collection Area**

Collection Areas	Approximate Number of Single Family Dwellings	Approximate Number of Manufactured Homes on Individual Lots	Approximate Number of Manufactured Homes in Parks	Approximate Total Number of Households to be Serviced
Brauns Island	53	3	12	68
Chimdemash	14	4		18
Copperside	118	62		180
Dutch Valley	9	3		12
Gossan	48	4		52
Jackpine Flats	116	54	2	172
Kitselas	10			10
Kleanza	54	7		61
Lakelse Lake East	203	22		225
Lakelse Lake West	131	1		132
New Remo	34	9		43
North Terrace	202	28		230
Old Remo	59	14		73
Thornhill	837	257	358	1452
Usk East	15	1		16
<b>Approximate Total</b>	<b>1,903</b>	<b>469</b>	<b>372</b>	<b>2,744</b>
<b>% of households to be serviced</b>	<b>69%</b>	<b>17%</b>	<b>14%</b>	

## 5.2 Collection Frequency

Garbage must be collected from each household on a weekly basis. Collection must occur on the same day of the week each week, except where a statutory holiday falls on a regularly scheduled collection day, in which case the Contractor must collect from the affected households on the next day following the statutory holiday (leaving the remainder of the schedule for that week unchanged and with no impact to the schedule for subsequent weeks).

## 5.3 Acceptable Collection Methods

The Regional District will consider both semi-automated and manual collection systems. All proposals must include a price for semi-automated collection. Proponents may also choose to provide a price for manual collection.

Semi-automated garbage collection will require the use of standardized Waste Carts. The Waste Carts will be provided by the Regional District, and procurement of the Waste Carts will be conducted through a separate process. Proponent's prices therefore should NOT include an allowance for the purchase of Waste Carts. Residents will be allowed to choose a small, regular or large Waste Cart, with fees varying by size. The differences in price for small, regular and large Waste Carts will set by the Regional District. The Contractor will charge the Regional District the same amount per household, regardless of the size of Waste Cart. If a semi-automated collection system is implemented, additional containers of waste may be set out for collection if

each container is not more than 80 litres and 20kg and if each container bears a pre-paid sticker purchased from the Regional District. No additional compensation is payable to the Proponent for collection of waste in excess of the amount that fits in the Waste Cart.

Proposals for manual collection should be on the understanding that home owners will be required to supply their own garbage containers that comply with size and weight limits that will be set by the Regional District. Manual collection will be limited to one container of not more than 80 litres volume and 20kg mass per week as part of regular service. Residents may attach pre-paid stickers (purchased from the Regional District) to additional containers that meet the same size and weight limits, and these containers will be collected by the Proponent. No additional compensation is payable to the Proponent for collection of waste above the one-container limit.

#### 5.4 Estimated Quantity of Garbage to be Collected

There is no historical data on the quantity of waste generated by households in the GTA. The estimates in Table 3 are provided to assist Proponents with providing appropriately sized collection vehicles, but these numbers are estimates only and should not be relied upon.

**Table 3. Estimated Garbage Quantities**

Total garbage generated per household per week	15.0	kg
Total garbage generated in the GTA each week	41	tonnes
Total garbage to be collected from the GTA per year	2140	tonnes

#### 5.5 Routing

Specific routing and scheduling of collection will be determined after award of the Contract. A preliminary study on the feasibility of curbside collection estimated that 5 “truck days” would be required to service all households (i.e. 1 truck operating 5 days per week, 2 trucks operating 2.5 days per week etc.). This estimate is based on servicing 350-500 households per day in the outlying areas and 700 households per day in Thornhill.

A copy of the report is available on the Regional District’s website at:

[http://www.rdks.bc.ca/sites/default/files/report\\_curbside\\_greater\\_terrace\\_with\\_strategy\\_may\\_6.pdf](http://www.rdks.bc.ca/sites/default/files/report_curbside_greater_terrace_with_strategy_may_6.pdf).

Proponents are encouraged to design the collection routes to suit their equipment, maximize efficiency and reduce costs. There is no requirement to provide service 5 days per week.

#### 5.6 Garbage Disposal

The contractor must deliver the garbage to the Designated Facility appointed by the Regional District for that purpose. At the time of writing, this facility is the Thornhill Landfill. It is expected that the Designated Facility will become the Forceman Ridge Landfill during the life of the collection contract (estimated start of operations is early 2016). Refer to Figure 2. for the approximate location of each site.

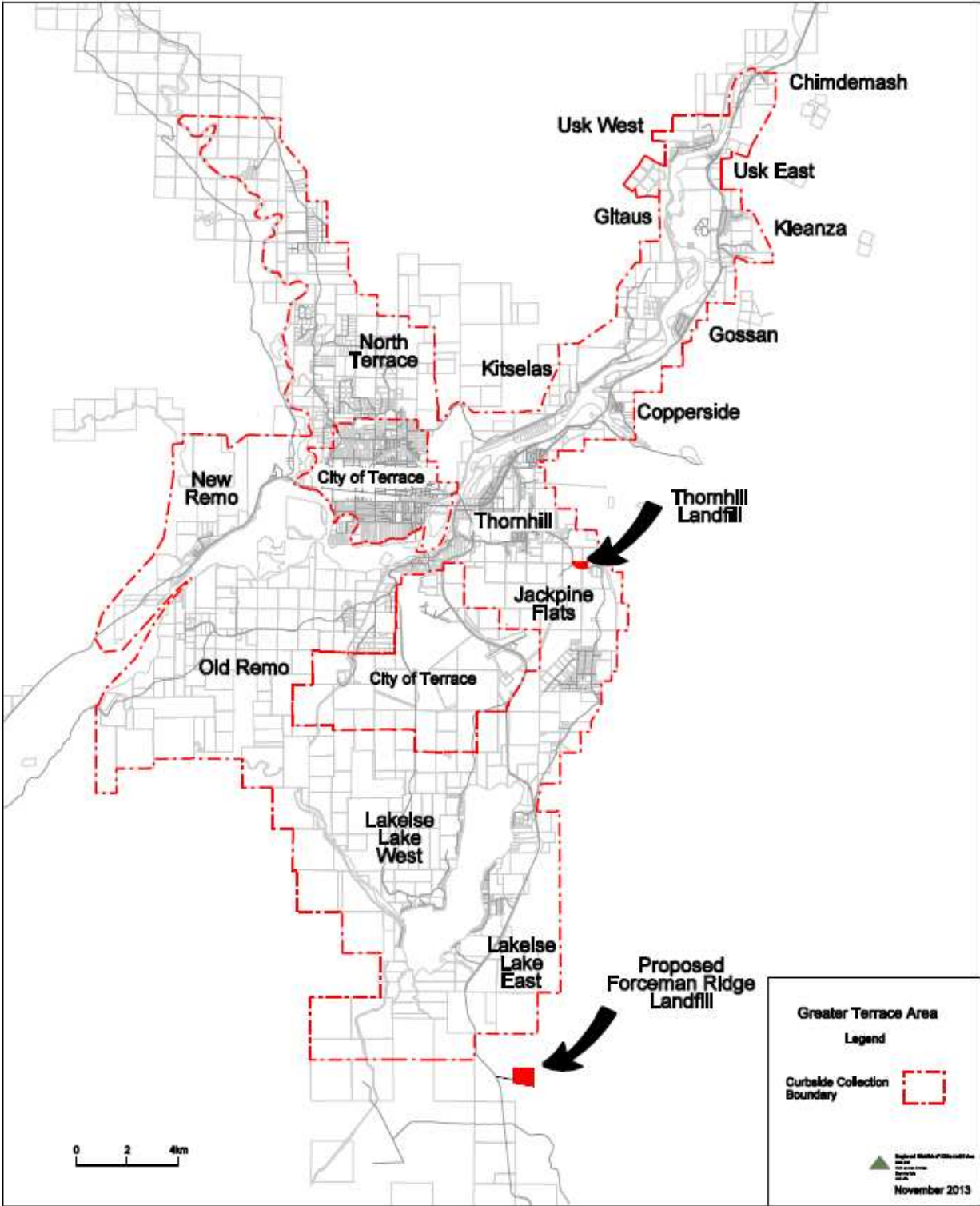


Figure 2. Service Area and Landfill Locations



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To reflect the increased distance to the Forceman Ridge from the GTA, the contractor must submit two prices, one for the years in which garbage is delivered to the Thornhill Landfill, and one for the years in which garbage is delivered to the Forceman Ridge Landfill. This will help the Regional District assess long term costs. Both prices should be supplied in \$2014. Escalation factors (refer to Schedule B) will be applied to the submitted prices on an annual basis.

The Contractor will not be required to pay tipping fees at the Designated Facility. The Regional District will record the weight of the incoming vehicles and the associated tipping fees and use this information to help set the annual waste services fee per household.

### Appendix A: Intent to Respond Form

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact e-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

- We intend to respond to RFP 2014-101 Greater Terrace Area Residential Garbage Collection Services
- We will not be responding to RFP 2014-101 Greater Terrace Area Residential Garbage Collection Services for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PLEASE NOTE:** Submission of this form indicates the Proponent’s intent to respond, however, it does not obligate the Proponent to respond.

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# Schedule A: Technical Specifications for Garbage Collection

## 1 Definitions

The definitions from Section 3.5 of the main body of the RFP apply to Schedule A.

## 2 General Scope of Work

The Work to be performed by the Contractor under this Contract consists of once per week collection and transportation to a Designated Facility of all Garbage set out for curbside collection in the Greater Terrace Area (GTA) in accordance with this specification.

Garbage must be collected from each household on a weekly basis. Collection must occur on the same day of the week each week, except where a statutory holiday falls on a regularly scheduled collection day, in which case the Contractor must collect from the affected households on the next day following the statutory holiday (leaving the remainder of the schedule for that week unchanged and with no impact to the schedule for subsequent weeks).

Specific routing and scheduling of collection will be determined after award of the Contract. A preliminary estimate is that 5 “truck days” will be required to service all households. Proponents are encouraged to design the collection routes to suit their equipment, maximize efficiency and reduce costs.

Curbside collection of Garbage will be a mandatory service delivered to all single family dwellings and manufactured homes within the GTA that are situated on roads maintained by the Ministry of Transportation and Infrastructure. Manufactured home parks with access via a road maintained by the Ministry of Transportation and Infrastructure are also included in the service area, despite the fact that the internal roadways are privately owned and maintained. The final list of households to be serviced will be developed jointly by the Contractor and the Regional District. The Contractor will be responsible for keeping this list up to date and obtaining approval for any proposed changes with the Regional District prior to implementing any changes.

The Contractor shall perform the Services so as to cause the public the least inconvenience possible. In particular, the Contractor shall not obstruct any street or thoroughfare longer, or to a greater extent, than necessary.

The Contractor is required to provide, at its own expense, all vehicles, labour, tools, equipment, articles, and things necessary for the due execution of the Work set out or referred to in this Contract.

Where quantities are shown in this RFP, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Regional District. The Contractor will be required to provide for fluctuations in the volume of Garbage as a result of changes in the collection system, seasonal variations, and otherwise, over the Contract period.

All Garbage set out for collection becomes the property of the Regional District, who shall have exclusive rights to the Garbage collected. Neither the Contractor, nor the Contractor’s employees, nor any permitted

subcontractors may salvage, claim or possess any materials collected, unless specifically authorized to do so by the Regional District.

The Contractor shall not collect more than one container of Garbage from each serviced household, unless extra containers bear valid tags and meet the requirements of the Regional District's Household Waste Collection Bylaw.

Non-collectable wastes as outlined in Section 5 of this schedule, or containers that do not meet the Regional District's size and weight limits (including extra containers without valid tags), are to be left uncollected at the curb by the Contractor. The Contractor shall affix an explanatory sticker (to be provided by the Regional District) to the container in which the material was placed.

There is no limit to the compaction rate for Garbage.

All Garbage picked up during curbside collection shall be delivered to the Designated Facility as communicated by the Regional District. It is anticipated that the Designated Facility will change from the Thornhill Landfill to the Forceman Ridge Landfill during the span of this contract. Proponents are required to submit prices for delivery to each landfill to assist the Regional District with evaluating the long term costs of the contract.

### **3 Waste Containers**

All Garbage must be enclosed in sturdy, sealable, reusable containers, including Garbage that is in excess of the permitted amount and that bears a tag purchased from the Regional District.

If semi-automated collection is implemented, the Contractor will service standardized Waste Carts supplied by the Regional District.

If manual collection is implemented, the Contractor will service containers supplied by each household that meet the requirements of the Regional District. If containers do not meet the Regional District requirements, the Contractor shall leave them at the curb with an explanatory sticker (to be provided by the Regional District) applied to the containers that do not meet the requirements.

### **4 Collection Container Placement**

The Contractor shall collect containers that are placed within 2 metres of the travelled portion of the roadway along which collection service is provided, or on the road allowance nearest the travelled portion of the roadway, in the place of easiest access for the Contractor. The container should be at ground level. Where it is impracticable for households to place containers in a manner consistent with the foregoing, the Regional District Representative may designate an alternate location at which containers shall be placed for collection and the Contractor shall collect the Garbage from that place.

After Garbage has been collected, the Contractor shall replace all containers in approximately the same position in which they were located prior to collection, and in no case shall they be replaced on the travelled portion of the road.

During times of snow accumulation, the Contractor shall collect containers from the driveway of the property, adjacent to the ploughed portion of the roadway, or at such other location as may be designated by the Regional District Representative.

Except by order of the Regional District Representative, no collection vehicle owned, rented or operated under contract to the Regional District shall enter a privately-owned driveway or land, or other private property, for the collection of Garbage. This does not apply to collection from manufactured homes located in manufactured home parks, which is expressly included in this Contract.

## **5 Limitation on Items Placed out for Curbside Collection**

Unless otherwise provided for by the Regional District, no more than one container of Garbage per legal dwelling unit shall be collected by the Contractor on each collection day. If manual collection is implemented, each container must not weigh more than 20kg and have a volume no larger than 80 litres. If semi-automated collection is implemented, the lid of the Waste Cart must fully close.

The following materials shall not be collected:

- a) Recyclables covered by an approved Product Stewardship plan for packaging and printed paper, including;
  - a. Paper
  - b. Old corrugated cardboard
  - c. Other paper packaging (that did not contain liquids when sold)
  - d. Rigid plastics with resin codes 1, 2, 4, and 5
  - e. Metal packaging
- b) any material that has been banned from the Regional District solid waste disposal facilities;
- c) any material in a receptacle or container which does not conform to the Regional District's size and weight limits;
- d) any material in excess of the standard amount, unless the material is in a container meeting the size and weight limits and bearing a pre-paid sticker purchased from the Regional District;
- e) any material which has become frozen to the container and cannot be easily removed;
- f) hot ashes or any waste material capable of starting fires;
- g) explosive or highly combustible materials;
- h) liquid wastes;
- i) biomedical and hazardous wastes, as defined by the Hazardous Waste Regulation;
- j) industrial, manufacturing or trade waste, including any abandoned, condemned or rejected product or waste material, and stock of any wholesale or retail merchant;
- k) sod, earth, tree trunks and branches greater than 3" or 75mm in diameter;
- l) live creatures, carcasses or parts thereof, or any dog, cat, fowl, fish, or any other creature (with the exception of normal kitchen waste);
- m) hay, straw and manure;

- n) discarded vehicle parts, and accessories from automotive service stations or other automotive establishments;
- o) tires used for automobiles, trucks, trailers, motorcycles, bicycles, or any other mechanized equipment;
- p) major appliances, large household furnishings and other bulky household wastes;
- q) construction or demolition debris, except small quantities that fit in the primary container.

## **6 Frequency and Times of Curbside Collection**

Collection service shall be provided to each household in the Service Area once per week between the hours of 7:00 a.m. and 5:00 p.m. Under no circumstances shall collection take place prior to 7:00 a.m. or after 5:00 p.m. Exceptions to collection hours shall be effected only upon authorization of the Regional District should the Contractor reasonably determine that an exception is necessary in order to complete the collection on an existing collection route due to unusual circumstances (e.g. adverse weather conditions, road closures, equipment failure). All overtime collection costs are the responsibility of the Contractor.

Collection routes are to be developed by the Contractor and approved by the Regional District.

The Contractor shall carry sufficient tire chains on all of his/her collection vehicles and shall use them whenever the weather warrants their use. If the Contractor cannot collect Garbage on any day because of weather conditions, the Contractor shall notify the Regional District Representative immediately, so that this information may be passed along to the public. This Garbage shall then be collected the following day, unless otherwise directed by the Regional District Representative.

Garbage shall not be left uncollected beyond the day of collection unless approved by the Regional District Representative.

## **7 Holidays and Collection Rescheduling**

No curbside collection shall be made on the following Statutory Holidays:

1. New Year's Day
2. Family Day
3. Good Friday
4. Victoria Day
5. Canada Day
6. Civic Holiday (BC Day)
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day

Where a Statutory Holiday falls on a regular collection day, the collection shall be made on the following working day unless an alternate collection schedule is devised by Regional District staff to accommodate such

changes. Such changes shall be designed to minimize the number of necessary changes and the impact of change on Regional District residents.

The Regional District shall be responsible for ensuring that residents have been adequately notified of changes resulting from Statutory Holidays.

The Contractor shall bear at its own expense all costs, including overtime pay, as may be required to provide the same frequency of collection during weeks in which Statutory Holidays occur.

## **8 Collection Protocol**

Care shall be used not to damage the containers, whether privately owned or supplied by the Regional District. The Contractor will be responsible for damage to containers due to negligence in handling. Resident-owned containers that are badly damaged by the Contractor or are thrown into the collection vehicles shall be replaced before the next collection day with containers of equal or greater quality by the Contractor at its own expense and to the satisfaction of the Regional District Representative. If a semi-automated collection system is implemented (with Waste Carts supplied by the Regional District), the repair or replacement value of any carts damaged by the Contractor shall be deducted from the next payment to the Contractor.

Where any materials are left at the curbside in accordance with Section 5, such materials shall be left inside the container, with the container placed back in an upright position (so items do not spill out). The Contractor MUST place an explanatory sticker on the container identifying the reason(s) why the material was left behind. The Regional District will supply the stickers to be used. A record of the address and the infraction must be kept by the contractor and provided to the Regional District on a monthly basis.

Any material spilled on the ground during the course of collection shall be picked up and placed in the vehicle by the equipment operator.

## **9 Equipment**

The Contractor must determine and supply the necessary equipment and staff to collect, transport, and haul the Garbage placed out for curbside collection to the Designated Facilities, in accordance with this Contract. The Contractor shall supply additional equipment, if necessary, to adequately handle the increase of tonnages resulting from seasonal fluctuations.

The minimum spare capacity in the fleet shall be enough to service at least 20% of the households. Given the relatively small number of households in this collection area, a dedicated spare truck is not required. The Contractor may demonstrate spare capacity by having access to additional collection vehicles with one day's notice.

All equipment used by the Contractor must conform to the applicable laws of the Province of British Columbia.



All collection vehicles must be equipped with a two-way radio communication system to allow communication with the Contractor's operations centre. A GPS system for vehicle tracking and data logging must also be installed in all collection vehicles. A camera is required to be installed in each collection vehicle to record images of the materials as they are tipped into the hopper. All GPS logs and camera feeds must be submitted to the Regional District on a monthly basis.

The Contractor shall not cause or permit vehicles to be loaded beyond the legal limit as specified in the *Commercial Transport Regulations*, whether such vehicles are registered in the name of the Contractor or otherwise. Where in the opinion of the Regional District Representative, equipment used by the Contractor is causing or is likely to cause damage to any private or public roadway, the Regional District may direct the Contractor at its own expense to make changes in or substitutions for such equipment or to use alternate routes for hauls. The Contractor shall be responsible for the consequences of the overload of its vehicles.

Regardless of the amount of equipment the Contractor elects to use, the day's routes shall be collected, and material deposited at the appropriate Designated Facility.

The vehicles to be used for the performance of the work as herein described shall have fully enclosed steel bodies of sufficient capacity and strength to contain all collected Garbage, that are mounted on a chassis that meets the requirements of all applicable laws. All vehicles shall be watertight and designed in such a manner as to prevent the discharge of liquid or residential garbage while the vehicle is actively collecting materials or is in transit.

All units supplied under the Contract must meet the provisions of the *Canada Motor Vehicle Safety Act* and the Regulations made thereunder, be licensed by the Ministry of Transportation and Infrastructure and meet all applicable safety regulations. Any deficiencies shall be corrected at the cost of Contractor.

All equipment, including all collection vehicles, shall be equipped with all mandated and/or legislated safety equipment. It is the Contractor's responsibility to continually maintain and update the collection equipment to meet the required safety standards throughout the Term of this Contract.

All units must be fitted with necessary and functioning safety devices. Each vehicle shall carry safety equipment including, but not limited to, a spill kit, fire extinguisher, first aid kit, and flares.

Vehicles are to be properly constructed and maintained to eliminate the depositing of solid or liquid materials onto the streets during the performance of the Work. It is the Contractor's responsibility to immediately clean up any debris or liquid which is spilled by the collector or which falls from the vehicle onto the street. This may require that the street or property be washed, flushed or otherwise restored to the satisfaction of the Regional District Representative. Each vehicle shall carry hand tools (brush and shovels) to facilitate the sweeping up of any waste which may be spilled.

Each vehicle must be equipped with brackets to allow for signage to be installed. Signage will be supplied by Regional District but will be maintained by the Contractor. No other signage or advertising is permitted on the vehicles except the name of the Contractor may be affixed upon all collection units.

If more than one vehicle is to be used, the Contractor shall stencil a numbering system on the collection units to identify the unit and accommodate the necessary accounting system for loads entering the Designated Facility.

The Contractor shall advise the Regional District Representative in writing of any changes to the list of all vehicles and equipment to be used in the execution of the Contract (as included in the Proposal). Any changes to the list of vehicles and equipment shall be of an equivalent nature or better than those submitted and this judgment is solely at the discretion of the Regional District Representative.

## **10 Maintenance of Equipment**

The Contractor shall be responsible for maintenance, repairs and all other operating costs of the equipment supplied, including and not limited to fuel, licensing, insurance, washing, storage, etc.

All equipment supplied by the Contractor must be maintained and kept clean at all times, to the satisfaction of the Regional District Representative. This may require that vehicles be painted periodically such that a desirable appearance is maintained to the satisfaction of the Regional District Representative.

## **11 Auditing of Trucks/Routes and Inspection of Work**

The Regional District reserves the right to inspect inside collection vehicles.

The Regional District reserves the right to ride in the Contractor's vehicles for the purposes of collecting information about the operational aspects of the program (e.g. stop counts, kilometers travelled) and to verify other route information as well as verify compliance with the Contract. The Regional District shall provide the Contractor with reasonable notice.

Periodic inspections of the Contractor's Work will be made by the Regional District Representative to verify that the service supplied by the Contractor is adequate in all respects. If deviation from the Contract specifications exists, the Contractor will be notified either verbally or in writing by the Regional District Representative. Upon notification the Contractor must proceed without delay to implement corrective measures. Such periodic inspection shall not relieve the Contractor in any way from making its own inspection to ensure that the Work is being performed in accordance with the Contract.

## **12 Promotion and Advertising**

The Regional District will be responsible for promotion and advertising associated with the ongoing operation of the curbside collection of Garbage as defined in this Contract. Advertisements and notifications to Regional District residents regarding Statutory Holidays and any changes in the method of pickup initiated by the Regional District will be handled by the Regional District at its cost.

Advertisements and notifications regarding major operational changes such as route changes or changes in hours of pickup requested by the Contractor after commencement of this Contract, are to be approved and carried out by the Regional District, but must be paid for by the Contractor.

### **13 Requirement for Contact Methods**

The Contractor shall provide the Regional District with the name of the Supervisor Contact and a telephone number where this person may be reached during regular business hours and in emergency situations which may occur outside of regular business hours. The Regional District shall also provide the reciprocal information.

### **14 Customer Service**

The Contractor shall provide a local or toll-free telephone number where staff can be reached between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, in order to receive complaints and enquiries from customers, as well as complaints, enquiries and instructions from the Regional District Representative. Outside those hours, the Contractor must provide a means for customers and the Regional District Representatives to leave messages.

The Contractor shall be responsible to maintain the telephone line required under the previous paragraph for the duration of the Contract and have it answered by competent, conscientious, courteous employees who are in a position of authority to respond to customers and the Regional District Representative in a timely fashion.

The Contractor shall respond to complaints quickly and with courtesy. The Contractor shall enquire fully into the nature and extent of the complaint and attempt to manage the issue within the obligations imposed upon it under the Contract and in the spirit of good public relations. The Contractor shall maintain a complete "Complaint Log", to include time and date of call, address of the calling party, the nature of all complaints and inquiries received and the action taken to rectify the matters in question. The log shall be available for inspection at any time during normal office hours, by the Regional District Representative.

Complaints that cannot be resolved within 24 hours shall be referred to the Regional District Representative. The Regional District reserves the right, in the event that complaints are not satisfactorily corrected by the Contractor within 24 hours, to take such corrective actions as are deemed necessary by the Regional District Representative and charge the complete cost thereof, plus a 15 % administrative fee, to the Contractor. Where a customer does not meet the requirements of the collection bylaw and the Contractor refuses to provide collection service, the Contractor shall appropriately label the bag as described herein and report immediately such infraction to their dispatcher such that a record of the infraction can be logged.

### **15 Contractor's Personnel**

The Contractor shall ensure all drivers possess an appropriate valid BC Driver's License to operate the collection equipment.

Only regular employees of the Contractor shall be used to perform the works set out under this contact. The Contractor may use additional temporary employees in order to accommodate seasonal fluctuations in Garbage quantities set out for curbside collection under this Contract.

The Contractor shall ensure that the drivers and swappers (if applicable) wear appropriate safety equipment in accordance with WorkSafe BC requirements during collection activities. This includes but is not limited to, CSA approved steel-toed boots/shoes, CSA approved safety vest/jacket/coveralls/t-shirt with reflective striping, gloves, ear plugs, and safety glasses. Hard hats must also be made available to the employees unloading vehicles at the Designated Facility.

The Contractor shall provide a full training program to the satisfaction of the Regional District Representative to ensure that its drivers and collectors are familiar with operations, safety procedures, the Contractor's Health and Safety policy, all traffic laws including by-laws, complaint procedures, and set out requirements.

Additional safety or training requirements introduced by the Regional District must be provided at the Contractor's cost, and shall be implemented within a suitable time period to the satisfaction of the Regional District Representative.

The provision of the service is a direct reflection on the image of the Regional District, and as such, employees should always project a professional image and the vehicles must be operated in a safe and courteous manner. Distinctive work uniforms are not required. Clothing must be standard work issue, plain with no obvious writing or logos, and long pants are mandatory. The Contractor shall be responsible to provide all necessary facilities for employees such that a high degree of cleanliness can be maintained.

The Regional District representative may request the Contractor to suspend, discharge or take other disciplinary action against any of the Contractor's employees or agents involved in performing the Work or providing the services required under this Contract for any one or more of the following which may constitute an offence against and breach of the terms and conditions of this Contract when occurring during normal working hours or when the said employee or agent is performing any work or service under this Contract:

- a) intoxication;
- b) use of foul, profane, vulgar language;
- c) solicitation of gratuities or tips from any person for services performed under this Contract;
- d) willful, negligent or reckless action in disregard of safety or sanitary requirements or regulations;
- e) any action which may constitute a public nuisance or disorderly conduct or be construed as abusive or insubordinate behavior or be considered a threat to Regional District personnel, other contracted personnel, the public or public relations;
- f) any conviction under the Criminal Code of Canada or the Offence Act of British Columbia of any employee or agent of the Contractor for an act done in the course of the employee or agent's performance of work under this Contract;
- g) scavenging goods or materials that have been collected by the Contractor.

The Contractor shall comply forthwith with each request of the Regional District representative pursuant to the foregoing paragraph, and shall satisfy the Regional District representative that the employee or agent has been properly disciplined and has given assurance that the offence and breach shall not recur or that the said employee or agent has been removed from further involvement with work or service under this Contract. In the event that an employee or agent of the Contractor is found by the Regional District to have violated the provisions of this section three or more times, the Contractor must discharge that employee or agent from carrying out any part of the Work for the remainder of the Term of the Contract.

## **16 Supervision of Operation by Contractor**

The Contractor shall have on duty a qualified person in the position of Supervisor Contact who is available on all days when collection is occurring, during regular collection hours to collect Garbage which has not been picked up by the Contractor and which, in the opinion of the Regional District Representative, is the responsibility of the Contractor.

The Supervisor Contact shall be responsible for the direct supervision of collection vehicle operators, the successful completion of all daily collection routes, and for ensuring that the terms of the Contract are adhered to. The Supervisor Contact must be capable of speaking, reading and writing the English language, and any explanations, orders, instructions, directions and requests given by the Regional District to the Supervisor Contact shall be deemed to have been given to the Contractor.

## **17 Spills**

The Contractor shall provide the Regional District with a copy of its Spill Containment Policy prior to the commencement of the Work under the Contract.

Any and all hydraulic oil spills, or other hazardous waste spills must be reported to the Contractor's office and the Regional District Representative immediately.

As soon as a spill starts, the vehicle must cease operations and the Contractor's staff must contain and clean up the spill in accordance with the Contractor's Spill Containment Policy.

If necessary, at the Regional District Representative's discretion, the Contractor shall retain the services of a qualified contractor to properly clean up the spill. The cost to clean the spill (including contracted services) will be borne by the Contractor.

## **18 Reporting**

As described in Section 14, the Contractor is required to keep a log of complaints and inquiries, along with the action taken to address the problem. This log is to be submitted to the Regional District Representative at the end of each month, unless otherwise requested.

All incidents involving residents or property damage will be reported to the Regional District within 24 hours of the incident, or the next working day. Reporting is to be submitted electronically on the form provided by the Regional District.

Copies of all claims and reported damages must be submitted to the Regional District in written form for each occurrence.

All such reports will be signed by the Contractor in order to ensure accuracy.

## **19 Location and Hours of Operation of Designated Receiving Facilities**

All Garbage collected as part of this Contract shall be hauled by the Contractor to the Thornhill Landfill until such time as the Regional District declares the Forceman Ridge Landfill to be the Designated Facility. The Contractor will be supplied with keys to access the site for the purpose of performing the Services and for no other purpose.

It is expected that the Thornhill Landfill will transition into a transfer facility in 2016, at which point the Designated Facility will become the new (as yet un-built) Forceman Ridge Landfill.

## **20 Tipping Fees**

Tipping fees for Garbage collected as part of this contract and delivered to a Regional District-owned landfill by the Contractor shall be waived by the Regional District.

As an exception to the previous paragraph, in cases where a load of Garbage is not in compliance with the material restrictions listed in Section 5, the Regional District reserves the right to charge the Contractor any surcharges or penalties as listed in the bylaw for the Designated Facility.

## **21 Meeting Schedule and Communication**

Contractor representatives are required to meet with Regional District Representatives on a regularly scheduled basis. The purpose of these meetings is to maintain a regular schedule of contact and communication, in order that either party may voice concerns to allow appropriate and timely action to be taken.

## Schedule B: Bid Forms

Information may be entered directly on the bid forms or provided on separate sheets, following the same numbering scheme to facilitate evaluation and comparison. Additional documentation must be supplied where indicated by the word **ATTACH**.

## **1 COMPANY PROFILE**

1. Please provide information about your company, including size, number of employees, and office locations.
2. How many years has your company been in the waste collection business?
3. Does your company have any actual or potential conflicts of interest and/or existing business relationships with the Regional District, its elected or appointed officials or employees? Describe any such conflicts of interest and existing business relationships in the space below.
4. Provide details about any proposed Subcontractor(s) including size, number of employees, office locations.
5. How many years has your proposed Subcontractor(s) been in the waste collection business?
6. Does the proposed subcontractor have any actual or potential conflicts of interest and/or existing business relationships with the Regional District, its elected or appointed officials or employees? Describe any such conflicts of interest and existing business relationships in the space below.



## 2 EXPERIENCE AND SERVICE REFERENCES

Three (3) references must be provided. When selecting references, give priority to contracts that were of similar size, scope of services, geography and climate to the Work required by this Contract.

	Location A	Location B	Location C
Location name			
# of households serviced			
Materials collected (waste, recycling or both)			
Collection method (manual/semi-automated/automated; single compartment/split packer)			
Start and end dates of contract			
Annual contract value			
Contact name and title			
Contact phone number			
Contact email address			

The Regional District may contact any or all of the contacts provided by the Proponent or other representatives from past clients of the Proponent.

### 3 ORGANIZATION/STAFFING PLAN

1. Describe the organizational structure of the staff to be involved in the collection program described in the RFP. Provide the names and roles of each position and the number of full time equivalent employees to be engaged in each position.
  
  
  
  
  
  
  
  
  
  
2. Provide the names and resumes (**ATTACH**) for the individuals in the senior and management positions described above. This could include the following positions:
  - a. District/Regional Manager(s)/Senior Staff
  
  
  
  
  
  
  
  
  
  
  - b. Fleet manager
  
  
  
  
  
  
  
  
  
  
  - c. Supervisors
  
  
  
  
  
  
  
  
  
  
3. If a specific person is not named for any of the senior and management positions, identify the position by title and describe the key qualifications of the person who would ultimately hold the position.



## **5 FACILITIES**

1. List the locations of each of the following facilities:
  - a. Office(s);
  - b. Yard for storage of fleet; and
  - c. Vehicle maintenance facility.

The evaluation shall consider the travel time to the Service Area from the facilities.

## 6 VEHICLES AND EQUIPMENT

1. **ATTACH** a specification sheet for each and every collection vehicle proposed to be supplied and indicate if it will be new or used
2. Complete the table on the following page to describe the vehicle intended to be use in order to perform the Work. No other vehicles shall be used to perform the Work unless permitted by the Regional District. The words “as required” or similar wording will not be sufficient to describe the vehicles.
3. Provide supporting rationale/calculations to support the number of vehicles routinely required, and calculations to support management of seasonable tonnage increases and population changes over the term of the Contract.

Regional District of Kitimat-Stikine  
 RFP Number 2014-101  
 Greater Terrace Area Residential Garbage Collection Services

	Vehicle Make and Model	Year Manufactured	Capacity (cu yd)	Compaction Ratio(s)	% of time allocated to the Work	Spare (yes or no)	Dedicated to Greater Terrace Area collection system? (Yes or no)
1.							
2.							
3.							
4.							
Add lines to table as required							

## 7 TRANSITION / START-UP PLAN

1. Provide a schedule from award to full implementation of the services under the contract, listing each task and the time associated with it. Include the following tasks at a minimum:
  - a. route establishment
  - b. procurement of equipment and staff
  - c. staff training

Include any other tasks required to ensure a smooth transition to the provision of the Work specified in this RFP.

Task	Start Date	End Date
Begin collection	October, 2014	

## 8 OPERATING PLAN

**ATTACH** a proposed Operating Plan describing how your Company will provide the Service(s) described in this RFP as follows:

1. Proposed routing of trucks;
2. Proposed days for collection, daily start and finish times; and
3. Plans to accommodate:
  - a. Changes in population/number of houses requiring collection;
  - b. Statutory holidays; and
  - c. Fluctuations in quantity and type of waste stream due to seasonal fluctuations.



## **9 BUSINESS INTERRUPTION/CONTINGENCY PLAN**

1. Describe any circumstance(s) where your Company has been unable to deliver any/some of the Work described in any past or current Contract arrangement (e.g., daily collection due to winter storm conditions).
2. Describe the contingency your company implemented in that instance if and when it occurred.
3. Describe your company's contingency plan for a larger scale/longer term business interruption e.g., work stoppage.

## 10 ENERGY CONSUMPTION

As a signatory to the BC Climate Action Charter, the Regional District must report on carbon emissions associated with its operations. Please provide estimated annual energy consumption data for each collection option submitted, **based on delivery to the Thornhill Landfill**.

### Semi-Automated Collection (REQUIRED)

Description	Estimate
Annual total kilometres travelled to service all households (including travel to route from collection contractor facility, travel on route, travel to disposal facility and back to collection contractor facility)	
Type of fuel consumed	
Fuel consumed per year for collection of garbage	

### Manual Collection (OPTIONAL)

Description	Estimate
Annual total kilometres travelled to service all households (including travel to route from collection contractor facility, travel on route, travel to disposal facility and back to collection contractor facility)	
Type of fuel consumed	
Fuel consumed per year for collection of garbage	

The successful proponent will be required to provide fuel consumption data to the Regional District on an annual basis, as part of the Regional District's commitment to climate neutral operations.

## **11 POSITIVE ENVIRONMENTAL AND SOCIAL MEASURES**

Provide a description of any current or future planned positive environmental and social measures that you would endeavor to implement during the course of the Contract, including:

- Measures to reduce fuel consumption, energy use and associated greenhouse gas emissions (green fleet initiatives, alternative fuels, etc.)
- Employee attraction/retention practices, community involvement and safety practices.

Indicate which initiatives are already in place for existing contracts and which would be new initiatives introduced during the Contract.

## 12 DECLARATION OF ENVIRONMENTAL PRACTICES

The Regional District expects that each Proponent has and will comply with any applicable legislation pertaining to the environment. In British Columbia, these include: *Canadian Environmental Protection Act, 1999 (Canada)*, *Fisheries Act (Canada)*, *Transportation of Dangerous Goods Act (Canada/BC)*, and the *Environmental Management Act (BC)*.

I declare on behalf of \_\_\_\_\_ that:  
 (Corporate name of Proponent)

- 1) The proponent, or any person who currently holds or has, at any time within the past three (3) years, held the following positions or titles with the Proponent: Officer, Director or Senior Manager, has not been convicted or subject to a determination by a regulatory body, administrative body or other tribunal having jurisdiction over the Proponent, of a violation, within the past three (3) years, under the legislation applicable to the Proponent, other than those set out in the table below.

Title of Act	Date of Violation and Regulatory/Adjudication Body	Description of Violation or Conviction	Regulatory/Adjudication Body Document File Number

- 2) All of the information contained herein is true, accurate and complete, and I understand that a false declaration may result in the disqualification of the Proposal from consideration or termination of the resulting Contract, without any cost or penalty to the Ministry.
- 3) I am authorized by the Proponent to sign this Declaration, and to submit with the proposal, on behalf of the Proponent.

\_\_\_\_\_  
 Corporate Name of Proponent

\_\_\_\_\_  
 Signature of Proponent

\_\_\_\_\_  
 Date

Additional numbered pages may be attached to this page and/or separate documents listed above may be submitted with this Bid Form. Each such additional page and separate document shall be signed by the Proponent.

### 13 DECLARATION OF SOCIAL PRACTICES

The Regional District expects that each Proponent has and will comply with internationally recognized labour conventions and recommendations of the International Labour Organization (ILO), of which Canada is a member, and any applicable legislation pertaining to workplace safety, employment and human rights. In British Columbia, these include: *the Corruption of Foreign Public Officials Act (Canada)*, *Human Rights Act (BC)*, *the Employment Standards Act (BC)* and *the Workers' Compensation Act (BC)*.

I declare on behalf of \_\_\_\_\_ that:  
 (Corporate name of Proponent)

- 1) The proponent, or any person who currently holds or has, at any time within the past three (3) years, held the following positions or titles with the Proponent: Officer, Director or Senior Manager, has not been convicted or subject to a determination by a regulatory body, administrative body or other tribunal having jurisdiction over the Proponent, of a violation, within the past three (3) years, under the legislation applicable to the Proponent, other than those set out in the table below.

Title of Act	Date of Violation and Regulatory/Adjudication Body	Description of Violation or Conviction	Regulatory/Adjudication Body Document File Number

- 2) All of the information contained herein is true, accurate and complete, and I understand that a false declaration may result in the disqualification of the Proposal from consideration or termination of the resulting Contract, without any cost or penalty to the Ministry.
- 3) I am authorized by the Proponent to sign this Declaration, and to submit with the proposal, on behalf of the Proponent.

\_\_\_\_\_  
 Corporate Name of Proponent

\_\_\_\_\_  
 Signature of Proponent

\_\_\_\_\_  
 Date

Additional numbered pages may be attached to this page and/or separate documents listed above may be submitted with this Bid Form. Each such additional page and separate document shall be signed by the Proponent.

## **14 EXCEPTIONS**

All of the conditions put forth in the RFP and the terms outlined in the form of Contract (Schedule C) are aimed at the specific requirements of the Regional District under this RFP and the Regional District is reluctant to accept exceptions that may impede the timely execution of the Contract. As a result, the extent of exceptions noted will factor into the proposal evaluation.

Proponents are advised that if they take exception to any of the requirements of this RFP or the terms of the form of Contract, they must state the nature of any exceptions proposed and thoroughly describe them in this Bid Form which is specifically designated for discussion of exceptions. Only exceptions noted in this designated Bid Form will be considered by the Regional District. The Regional District shall not be obligated to consider any other exceptions, whether stated or implied, and the corresponding requirements of this RFP and the form of Contract will be deemed to apply. The Regional District may accept, reject or negotiate any proposed exception at its sole discretion. Any exception accepted by the Regional District in writing will be deemed to be incorporated in the Proponent's Total Bid Price.

Regional District of Kitimat-Stikine  
RFP Number 2014-101  
Greater Terrace Area Residential Garbage Collection Services

## 15 PRICE PROPOSAL FORM

Project: Residential Garbage Collection from the Greater Terrace Area  
Project No.: RFP 2014-101

From: \_\_\_\_\_  
Company name

Address \_\_\_\_\_  
\_\_\_\_\_  
Street address or postal box number, city/town, province, and postal code

To: Regional District of Kitimat-Stikine  
Address 300-4545 Lazelle Avenue, Terrace, BC V8G 4E1  
Attention Verna Wickie – Treasurer

We, the undersigned, having read, understood and accepted the Bid Documents for the above-named Project, including Addendum Number(s) \_\_\_\_\_ to \_\_\_\_\_, hereby offer to perform the Work in accordance with the Bid Documents, for the price stipulated.

### Instructions

Proponents are required to submit prices for semi-automated collection. Proponents may also submit prices for manual collection. Unit prices for each collection mechanism must be provided in 2014 dollars and as the cost per household per year for delivery to both Thornhill Landfill and Forceman Ridge Landfill.

The unit prices provided must include all costs to perform the Services including all costs of supervision, labour, material, equipment, overhead, financing, insurance, head office, and all other costs and expenses whatsoever incurred in performing the Collection Services, and will include all profit, and all applicable taxes. In the case of semi-automated collection, the Regional District will be responsible for providing Waste Carts and distributing the Waste Carts.

Regional District of Kitimat-Stikine  
RFP Number 2014-101  
Greater Terrace Area Residential Garbage Collection Services

Prices are to be provided as specified in the following table:

Collection Mechanism	\$2014 per household per year, delivered to Thornhill Landfill	\$2014 per household per year, delivered to Forceman Ridge Landfill
Semi-Automated Garbage Collection <b>(REQUIRED PRICE)</b>		
Manual Garbage Collection <b>(OPTIONAL PRICE)</b>		

The unit price at the commencement of the Contract will remain fixed for one year from the contract start date. The unit price will be adjusted on the contract anniversary each year. The default practice will be to apply the calculations shows in Section 15.15 of the Contract (Schedule C). However, Proponents may suggest alternatives.

Indicate below if the standard annual adjustment formula is accepted, or if an alternate is proposed:

- We accept the proposed annual adjustment formula:
- We propose the following annual adjustment formula:



Regional District of Kitimat-Stikine  
RFP Number 2014-101  
Greater Terrace Area Residential Garbage Collection Services

We, the undersigned, declare that:

1. We have arrived at this Bid without collusion with any competitor;
2. This Bid is open to acceptance by the Regional District for a period of 90 days from the date of Bid closing;
3. All Bid Forms and Forms called for by the Bid Documents form an integral part of this Bid; and
4. No member of the Regional District Board and no other officer or employee of the Regional District is, will be, or has become interested, directly or indirectly, as a contracting party, partner, surety or otherwise in, or in the performance of the Contract, or in the supply, work, or business to which it relates, or in any portion of the profits thereof, or any of the money to be derived there from.

Signed and submitted by:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signing Officer's Signature

\_\_\_\_\_  
Title of Authorized Signing Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Regional District of Kitimat-Stikine  
RFP Number 2014-101  
Greater Terrace Area Residential Garbage Collection Services

## Schedule C: Form of Contract

**GREATER TERRACE AREA CURBSIDE  
GARBAGE COLLECTION SERVICES CONTRACT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BETWEEN:

**REGIONAL DISTRICT OF KITIMAT-STIKINE**  
300 - 4545 Lazelle Avenue  
Terrace, B.C.  
V8G 4E1

Fax: \_\_\_\_\_

(the "**Regional District**")

OF THE FIRST PART

AND:

\*

(the "**Contractor**")

OF THE SECOND PART

**WHEREAS:**

- A. The Regional District issued Request for Proposals No. 2014-101 for curbside garbage collection services in the Greater Terrace Area;
- B. The Contractor, in response to the RFP, submitted a Proposal dated \_\_\_\_\_, 2014;
- C. The Regional District has adopted Bylaws \_\_\_\_\_ and \_\_\_\_\_ to establish and regulate the Greater Terrace Area Curbside Garbage Collection Service;
- D. The Contractor has agreed to provide the Services, and the Regional District has agreed to engage the Contractor to provide the Services on the terms and conditions set out in this Contract.

**NOW THIS AGREEMENT WITNESSES** that in consideration of the premises, the terms and conditions hereinafter contained, the sufficiency and receipt of which are hereby acknowledged, the parties covenant and agree each with the other as follows:

## 1.0 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Unless otherwise defined in this Contract, words and expressions shall have the meanings assigned to them in the RFP, and the following words shall have the following meanings:

**“Contract”** means this Greater Terrace Area Curbside Garbage Collection Services Contract, once executed by the Regional District and Contractor, describing the scope, terms, and conditions of the Work, including its recital clauses and any schedules attached to it;

**“Force Majeure”** means any event or circumstance not within the reasonable control of the party claiming the Force Majeure which prevents or delays that party from meeting an obligation hereunder and including:

- (a) acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;
- (b) epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;
- (c) acts or omissions of federal, provincial or local governments (other than the Regional District) or any of their boards or agencies (other than boards or agencies of the Regional District), including delays of regulatory process and orders of a regulatory authority or Court of competent jurisdiction; and
- (d) explosion, fires or mechanical breakdowns;

but does not include the following:

- (e) strikes, lockouts and other industrial disturbances;
- (f) lack of funds.

**“Proposal”** means the Contractor’s Proposal in response to the RFP dated \_\_\_\_\_, 2014;

**“Request for Proposals”** or **“RFP”** means Request for Proposals No. 2014-101, including Addenda # \_\_\_\_\_ to \_\_\_\_\_ thereto;

**“Term”** means the term of this Contract, as specified in section 2.1;

## 1.2 Gender, Number and Other Terms

In this Contract, unless the context otherwise requires, words importing the masculine and singular include the feminine and plural and vice versa and words importing a corporate entity include individuals and vice versa.

## 1.3 Reference to Enactments

Unless otherwise stated, any reference to an enactment includes and is a reference to such enactment including amendments thereto and in force from time to time, and to any enactment that may be passed which supplements or supersedes such enactment.

## 1.4 No Contra Proferentum

The language in all parts of this Contract shall in all cases be construed as a whole and neither strictly for nor strictly against either of the parties to this Contract.

## 1.5 Currency

Except where otherwise expressly provided, all monetary amounts in this Contract are stated and shall be paid in Canadian currency.

## 1.6 Governing Law and Attornment

This Contract shall be governed by and construed in accordance with the law of British Columbia and the law of Canada applicable therein and all disputes and claims whether for damages, specific performance, injunction, declaration or otherwise, both at law and equity, arising out of, or in anyway connected with this Contract will be referred to the Courts of British Columbia and each of the parties hereby attorns to the jurisdiction of the Courts of British Columbia.

## 1.7 Schedules

Schedule "A" – Request for Proposals  
Schedule "B" – Proposal

## 1.8 Cross-References

Unless otherwise stated, a reference in this Contract to a designated article, section, subsection, paragraph or other subdivision or to a schedule is to the designated article, section, subsection, paragraph or other subdivision of, or schedule to this Contract.

## 1.9 Approval

A requirement in this Contract that a party provide approval or consent means that approval is not to be unreasonably withheld or delayed unless the paragraph specifies that the approval is to be in the sole discretion of a party, in which case approval is to be in the exclusive, complete and unfettered discretion of the party.

## 1.10 Conflict

If there is any inconsistency or conflict between the provisions of the documents forming the Contract, then the documents shall govern and take precedence in the following order with the Contract taking precedence over all other documents:

- (a) Contract;
- (b) Addenda;
- (c) Request for Proposals;
- (d) Proposal.

## 1.11 Headings

The headings in this Contract are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Contract or any provision of it.

## **2.0 Contract Term**

- 2.1 This Contract is for a Term of five years, commencing June 2, 2014. The Regional District and the Contractor may, by written agreement, extend the Contract for up to two (2) additional periods of one (1) year each, on the same terms and conditions.

## **3.0 General Scope of Work**

- 3.1 The Contractor must provide, at its own expense, all vehicles, labour, tools, equipment, articles, and things necessary for the due execution of the Work required under this Contract.
- 3.2 The Regional District makes no representation or warranty with respect to the volume of Garbage required to be collected by the Contractor under this Contract. The Regional District will not be liable to the Contractor for fluctuations in the volume of Garbage as a result of changes in the collection system, seasonal variations, or otherwise, during the Term.
- 3.3 All Garbage set out for collection is the property of the Regional District, which has exclusive rights to the Garbage collected. Neither the Contractor, nor the

Contractor's employees, nor any permitted subcontractors may salvage, claim or possess any materials collected, unless specifically authorized to do so by the Regional District.

#### **4.0 Requirements for Contact Methods**

4.1 The Contractor shall provide the Regional District with the name of the Supervisor Contact and a telephone number where this person may be reached during regular business hours and in emergency situations which may occur outside of regular business hours. The Regional District shall also provide the reciprocal information.

#### **5.0 Contractor's Personnel**

5.1 The Contractor shall ensure all drivers possess an appropriate valid BC Driver's Licence to operate the collection equipment.

5.2 Only regular employees of the Contractor shall be used to perform the works set out under this contact. The Contractor may use additional temporary employees in order to accommodate seasonal fluctuations in Garbage quantities set out for curbside collection under this Contract.

5.3 The Contractor shall ensure that the drivers and swappers (if applicable) wear appropriate safety equipment in accordance with WorkSafe BC requirements during collection activities. This includes but is not limited to, CSA approved steel-toed boots/shoes, CSA approved safety vest/jacket/coveralls/t-shirt with reflective striping, gloves, ear plugs, and safety glasses. Hard hats must also be made available to the employees unloading vehicles at the Designated Facility.

5.4 Additional training requirements introduced by the Regional District must be provided at the Contractor's cost, and shall be implemented within a suitable time period to the satisfaction of the Regional District Representative.

5.5 The provision of the service is a direct reflection on the image of the Regional District, and as such, employees should always project a professional image and the vehicles must be operated in a safe and courteous manner. Distinctive work uniforms are not required. Clothing must be standard work issue, plain with no obvious writing or logos, and long pants are mandatory. The Contractor shall be responsible to provide all necessary facilities for employees such that a high degree of cleanliness can be maintained.

5.6 The Regional District representative may request the Contractor to suspend, discharge or take other disciplinary action against any of the Contractor's employees or agents involved in performing the Work or providing the services required under this Contract for any one or more of the following which may constitute an offence against and breach of the terms and conditions of this Contract when occurring during normal working hours or when the said employee

or agent is performing any work or service under this Contract:

- (a) intoxication;
- (b) use of foul, profane, vulgar language;
- (c) solicitation of gratuities or tips from any person for services performed under this Contract;
- (d) willful, negligent or reckless action in disregard of safety or sanitary requirements or regulations;
- (e) any action which may constitute a public nuisance or disorderly conduct or be construed as abusive or insubordinate behavior or be considered a threat to Regional District personnel, other contracted personnel, the public or public relations;
- (f) any conviction under the Criminal Code of Canada or the *Offence Act* of British Columbia of any employee or agent of the Contractor for an act done in the course of the employee or agent's performance of work under this Contract;
- (g) scavenging goods or materials that have been collected by the Contractor.

5.7 The Contractor shall comply forthwith with each request of the Regional District representative pursuant to section 5.6, and shall satisfy the Regional District representative that the employee or agent has been properly disciplined and has given assurance that the offence and breach shall not recur or that the said employee or agent has been removed from further involvement with work or service under this Contract. In the event that an employee or agent of the Contractor is found by the Regional District to have violated the provisions of section 5.6 three or more times, the Contractor must discharge that employee or agent from carrying out any part of the Work for the remainder of the Term of the Contract.

## **6.0 Supervision of Operation by Contractor**

6.1 The Contractor shall have on duty a qualified person in the position of Supervisor Contact who is available on all days when collection is occurring, during regular collection hours to collect Garbage which has not been picked up by the Contractor and which, in the opinion of the Regional District Representative, is the responsibility of the Contractor.

6.2 The Supervisor Contact shall be responsible for the direct supervision of collection vehicle operators and all other personnel engaged in the Work, the successful completion of all daily collection routes, and for ensuring that the terms of the Contract are adhered to. The Supervisor Contact must be capable of speaking, reading and writing the English language, and any explanations,



orders, instructions, directions and requests given by the Regional District to the Supervisor Contact shall be held to have been given to the Contractor.

## **7.0 Spills**

- 7.1 The Contractor shall provide the Regional District with a copy of its Spill Containment Policy prior to the commencement of the Work under the Contract.
- 7.2 Any and all hydraulic oil spills, or other hazardous waste spills must be reported to the Contractor's office and the Regional District Representative immediately.
- 7.3 As soon as a spill starts, the vehicle must cease operations and the Contractor's staff must contain and clean up the spill in accordance with the Contractor's Spill Containment Policy.
- 7.4 If necessary, at the Regional District Representative's discretion, the Contractor shall retain the services of a qualified contractor to properly clean up the spill. The cost to clean the spill (including contracted services) will be borne by the Contractor.

## **8.0 Reporting**

- 8.1 The Regional District may at any time request the Contractor to produce for inspection records/ reports relating to the provision of the services. The Regional District may photocopy such records / reports as it deems appropriate.

## **9.0 Suspension by Regional District**

### **9.1 4 Hours**

If the Contractor should refuse or fail to supply sufficient properly skilled workmanship and equipment for the scheduled performance of the Work, or fail or neglect to properly carry out Work as set in the Specifications, and the default is of a nature that is capable of correction within four (4) hours, the Regional District may notify the Contractor, in writing, that the Contractor is in default of its contractual obligations and instruct it to correct the default within four (4) working hours. If the Contractor fails to correct the default within four (4) working hours, the Regional District may, without limiting any other right or remedy it may have, by written notice to the Contractor, immediately suspend the Work, or any portion thereof, until such time as the default has been corrected to the Regional District's satisfaction.

### **9.2 5 Days**

If the Contractor should refuse or fail to supply sufficient properly skilled workmanship and equipment for the scheduled performance of the Work, or fail or neglect to properly carry out Work as set in the Specifications, and the default is of a nature that is not capable of correction within four (4) hours, the Regional

District may notify the Contractor, in writing, that the Contractor is in default of its contractual obligations and instruct it to correct the default within five (5) working days. If the Contractor fails to correct the default within five (5) working days, or, if the default is of a nature that is not capable of correction within five (5) working days, if the Contractor has not commenced correction within five (5) working days or is not diligently and without interruption working to complete the correction, the Regional District may, without limiting any other right or remedy it may have, by written notice to the Contractor, immediately suspend the Work, or any portion thereof, until such time as the default has been corrected to the Regional District's satisfaction.

### 9.3 Correction

If the Regional District is entitled to suspend the Work under sections 9.1 or 9.2, the Regional District may, without limiting any other right or remedy it may have, correct the default of the Contractor and deduct the cost thereof from the payment then or thereafter due to the Contractor, or draw upon the Performance Security for that purpose, or both.

## **10.0 Termination by Regional District**

### 10.1 Circumstances

The Regional District may, by written notice to the Contractor, and without limiting any other right or remedy it may have, immediately terminate the Contract in any of the following circumstances:

- (a) If the Contractor at any time becomes bankrupt, makes an assignment of its property for the benefit of creditors, or if a receiver or liquidator of the Contractor should be appointed;
- (b) If the Contractor has failed to commence work or to recommence work after a suspension within the time specified in this Contract;
- (c) If the Contractor is in default of any of its obligations under this Contract, and such default continues for more than five (5) working days following written notice from the Regional District or, where the default is of a nature that is not capable of correction within five (5) working days, if the Contractor has not commenced correction within five (5) working days following written notice from the Regional District, or is not diligently and without interruption working to complete the correction.

### 10.2 Correction

If the Regional District is entitled to terminate the Contract under section 10.1, the Regional District may, without limiting any other right or remedy it may have, correct the default of the Contractor and deduct the cost thereof from the

payment then or thereafter due to the Contractor, or draw upon the Performance Security for that purpose, or both.

### **11.0 Strikes and Lockouts**

11.1 In the event of a strike or lockout, the Contractor is responsible to maintain all curbside collection and unloading services, by whatever means necessary to avoid any disruption of service.

### **12.0 Level of Service**

12.1 The Contractor shall complete one hundred (100) percent of each day's collection. Accordingly, the Contractor shall return to collect missed materials, should the Regional District believe the error was on the part of the Contractor.

12.2 The Contractor shall not be deemed to have failed to complete one hundred (100) percent of the day's collection by reason that:

- (a) The Regional District Representative has directed them to miss all or part of a day's collection; or
- (b) The Regional District Representative has determined that the Contractor missed all or part of a day's collection for reasons of Force Majeure.

### **13.0 Servicing Private and Other Accounts**

13.1 The Contractor shall ensure that no collection vehicle collects or disposes of Garbage from a source other than the Greater Terrace Area curbside collection zone concurrently with Garbage from the Greater Terrace Area curbside collection zone.

13.2 Vehicles used in carrying out the work of this Contract may engage in collection from private accounts during times that they are not engaged in collection under this Contract.

### **14.0 New Curbside Collection Areas**

14.1 The Contractor shall assume responsibility for curbside collection services as soon as any new homes, buildings, or subdivisions along collection routes are ready for service, and the Regional District has provided 10 days written notice to the Contractor to that effect; this will trigger the addition of the dwellings to the collection route and will result in a pro-rated increase to the payment to the Contractor.

14.2 A revised and consolidated list of addresses will be provided by the Contractor to the Regional District by January 1<sup>st</sup> of each year.

## **15.0 Terms and Conditions**

### **15.1 Performance Bond**

The Contractor must provide the Regional District with either a Performance Bond or Irrevocable Letter of Credit (the "Performance Security") in the amount of fifty percent (50%) of the total Contract price for 1 year including GST. The Performance Bond or Irrevocable Letter of Credit will be subject to the approval of the Regional District's Chief Financial Officer and must remain valid and enforceable throughout the Term.

### **15.2 Indemnity**

The Contractor shall release, save harmless and indemnify the Regional District and its directors, officers and employees, servants and agents from and against all claims, actions, costs, expenses, judgments, damages, fines and fees of whatever kind, including solicitors' fees on a solicitor and own client basis, which the Regional District or any other person, partnership or corporation may have or incur and which arises out of or in connection with any act or omission or alleged act or omission of the Contractor, its agents, employees or subcontractors in the execution of the Work and otherwise in the performance of or failure to perform the Contract. This section 15.2 shall survive the expiration or earlier termination of this Contract.

### **15.3 Insurance**

Prior to the commencement of any Work hereunder, the Contractor shall obtain and maintain or cause to be obtained and maintained in force during the term of this Contract, with an insurance company licensed to carry on business in the Province of British Columbia, and acceptable to and approved in writing by the Chief Financial Officer of the Regional District, the following insurance with limits not less than those shown in respective items following:

- (a) Comprehensive Public Liability Insurance and Property Damage Insurance providing coverage not less than \$5,000,000 inclusive against liability for bodily injury or death and/or damage to property on an all risk occurrence basis;
- (b) Motor Vehicle Insurance for public liability and property damage providing coverage up to \$3,000,000 inclusive on owned, non-owned or hired vehicles, and
- (c) Complete Operations coverage on an all risk occurrence basis up to \$3,000,000 inclusive against liability for bodily injury, death and/or damage to property of others arising out of the existence of any condition in the Work.

- (d) WorkSafe BC coverage The Contractor shall provide the Regional District with the Contractor's Worksafe BC registration number and a letter from Worksafe BC confirming that the Contractor is registered in good standing with Worksafe BC and that all assessments have been paid to the date thereof prior to the Regional District having any obligation to pay monies under this Contract. More details on employee safety and WorkSafe BC coverage are provided in Section 15.12.

In the policies of insurance providing Comprehensive Public Liability Insurance, Property Damage Insurance and all risk insurance coverage called for by this clause, the Regional District shall be named as an additional insured, and all such insurance shall contain a provision that the insurance shall apply as though a separate policy had been issued to each insured, as well as a cross liability and waiver of subrogation clause in favour of the Regional District. In all such policies, each subcontractor engaged in the Work shall be named as an additional insured in respect of the performance of the work, and each such policy shall provide that no expiry, cancellation or material change in the policy shall become effective until after thirty days notice of such cancellation or change shall have been given to the Regional District by registered mail, and the Contractor shall, upon demand of the Regional District, deliver over to the Regional District all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to so obtain and/or maintain in force any such insurance as aforesaid, or deliver such policy or policies and receipts to the Regional District, then it shall be lawful for the Regional District to obtain and/or maintain such insurance, and the Contractor hereby appoints the Regional District his/her true and lawful attorney to do all things necessary for this purpose. All monies expended by the Regional District for insurance premiums under the provisions of this article shall be charged to the Contractor.

No insurance provided or maintained by the Contractor shall relieve the Contractor from the application of, or limit the obligations of the Contractor under section 15.2.

#### 15.4 Compliance With Laws

The Contractor shall comply with all statutes, regulations, bylaws, orders of authorities having jurisdiction, and principles of common law and equity applicable to the performance of the Work and the fulfillment of the Contractor's duties and obligations under this Contract, including without limitation the bylaws of the Regional District, and the *Workers Compensation Act*.

#### 15.5 Permits, Fees, Licenses, Laws, Notices, etc

The Contractor shall apply for and pay for all permits or licenses lawfully required for execution of the Contract.

## 15.6 Execution and Completion of Contract

The Contractor shall at its own expense, unless it is expressly stipulated to the contrary, provide, supply, observe, perform and do everything which in the opinion of the Regional District Representative may be required for the execution and completion of this Contract.

## 15.7 Changes in the Work

The Regional District Representative, without invalidating the Contract, may make changes by altering, adding to or deducting from the work. The Contractor shall proceed with the Work as changed, and the Work shall be executed under the provisions of the Contract.

The Contractor shall not make any alteration or variation in, or addition to, or deviation or omission from the terms of this Contract unless he/she shall first have received the written consent of the Regional District Representative, and no claims for additional compensation shall be valid unless the change was so ordered.

If, in the opinion of the Regional District, such changes affect the Contract price, the price will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract price, and the method of determining such value, shall be decided by the Regional District Representative, and may be based upon unit prices or combinations of unit prices in the Proposal, by unit prices submitted by the Contractor and accepted by the Regional District, by lump sum submitted by the Contractor and accepted by the Owner, or by such other method as the Regional District Representative considers reasonable in the circumstances.

If the Regional District Representative initiates a change in the Work under this section that will affect residents receiving collection service, the Regional District shall be responsible for notifying residents of the change.

## 15.8 Failure of the Regional District to Take Action not a Waiver of its Rights

No action or want of action on the part of the Regional District at any time to exercise any rights or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the District or any of its said rights.

## 15.9 Oral Agreements

No oral instruction, objection, claim or notice by any party to the other shall change or modify any of the terms or obligations contained in the Contract and none of the provisions of the Contract shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing.

#### 15.10 Assignment

This Contract shall not be assigned, nor shall the said Work or any part thereof be subcontracted without the written consent of the Regional District Representative to every such assignment or subcontract.

#### 15.11 Subcontractors

Where subcontracting is permitted by the Regional District, the Contractor shall be held as fully responsible to the Regional District for the acts and omissions of his/her subcontractors and of persons directly or indirectly employed by him/her, as for the acts and omissions of persons directly employed by him/her. The Contractor agrees to bind every subcontractor by the Conditions, Specifications and Drawings applicable to his/her Work. The Contractor shall provide a list of the subcontractors who will be employed by him/her and no changes or additions to this list shall be made without the written approval of the Regional District Representative.

#### 15.12 Employee Safety

The Contractor alone shall at all times be responsible for the safety of his/her employees in the Work and for the safety, adequacy, efficiency and sufficiency of his/her equipment and his/her method of executing the Work of this Contract.

The Contractor agrees that he/she shall at his/her own expense procure and carry or cause to be procured and carried and paid for, full Worksafe BC coverage for himself/herself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the Regional District has the unfettered right to set off the amount of the unpaid premiums and assessments for such Worksafe BC coverage against any monies owing by the Regional District to the Contractor. The Regional District shall have the right to withhold payment under this Contract until the Worksafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.

The Contractor agrees that he/she is the Principal Contractor for the purposes of the Worksafe BC Industrial Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to Worksafe BC and shall ensure that all Worksafe BC safety rules and regulations are observed during performance of this Contract, not only by the Contractor but by all subcontractors, workers, material persons and others engaged in the performance of this Contract. The Contractor shall be responsible for coordination of safety and health under the Worksafe BC Occupational Health and Safety Regulation.

The Contractor shall provide the Regional District with the Contractor's Worksafe

BC registration number and a letter from Worksafe BC confirming that the Contractor is registered in good standing with Worksafe BC and that all assessments have been paid to the date thereof prior to the Regional District having any obligation to pay monies under this Contract, and at any time thereafter upon request by the Regional District.

The Contractor shall indemnify the Regional District and hold harmless the Regional District from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Worksafe BC assessments owing from any person or corporation engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of Worksafe BC, including penalties levied by Worksafe BC.

#### 15.13 Payment of Accounts by Contractor

The Contractor shall pay any and all accounts for labour, services and materials used by him/her during the fulfillment of this Contract as and when such accounts become due and payable, and shall furnish the Regional District with proof of payment of such accounts in such form and as often as the Regional District may require. Should payment of such accounts not be made when and as the same become due the Regional District shall be at liberty to pay the same and all monies so paid by the Regional District shall be charged to the Contractor.

#### 15.14 Monies Charged to the Contractor

Everything charged to the Contractor under the terms of this Contract shall be paid by the Contractor to the Regional District on demand. Payments made by or expenses charged to the Regional District for which the Contractor is responsible under the terms of this Contract may be deducted by the Regional District from any monies due or to become due to the Contractor. In the event that the amount is greater than that owing to the Contractor, the Regional District may then demand payment of the difference and the Contractor shall forthwith pay such difference or the Regional District may recover the amount owing from the Contractor's surety or sureties.

#### 15.15 Annual Escalation

- (a) For purposes of this section 15.15, the following definitions shall apply:
  - (i) "Base Unit Price" means the unit price payable during the first year of the Term of the Contract;
  - (ii) "Base Line CPI Rate" means the CPI adjustment rate for the calendar year 2014;
  - (iii) "Commercial Trailers Index" means the Statistics Canada



“Commercial Trailers and Semi-Trailers (v 53434114)” – Table 2-16, Industrial Product Price Indexes, by commodity and commodity aggregations – Motor vehicles and other transport equipment;

- (iv) “CPI Adjustment Rate” means a measure of change in the Consumer Price Index for any given calendar year comprised of 0.55 parts Labour Index, 0.125 parts Hauling Index, 0.125 parts Equipment Index, and 0.2 parts Fuel Index;
- (v) “Equipment Index” means the Statistics Canada “Construction Machinery and Equipment (v 53434006)” – Table 2-15, Industrial Product Price Indexes, by commodity and commodity aggregations – Machinery and equipment;
- (vi) “Fuel Index” means the Statistics Canada “Diesel Fuel, British Columbia (v 53434494)” – Table 2-19 Industrial Product Price Indexes, by commodity and commodity aggregations – Petroleum and coal products;
- (vii) “Hauling Index” means an index component comprised of 0.75 parts Heavy Trucks Index and 0.25 parts Commercial Trailers Index;
- (viii) “Heavy Trucks Index” means the Statistics Canada “Canadian Market, North American Heavy Trucks (v53434138)” – Table 2-16, Industrial Product Price Indexes, by commodity and commodity aggregations – Motor vehicles and other transport equipment;
- (ix) “Labour Index” means the Statistics Canada “All Items Consumer Price Index for British Columbia”;

- (b) Beginning on June 2, 2015, and once per year thereafter on the anniversary of the commencement of the Term, the unit price for the year of the term commencing shall be equal to the base unit price adjusted in accordance with the following formula:

$$\text{Base Unit Price} \times \frac{\text{CPI Adjustment Rate}}{\text{Base Line CPI Rate}}$$

#### 15.16 Monthly Invoicing

Throughout the term of this Contract, payment for providing collection and delivery of Garbage, as specified in this Contract shall be made on a monthly basis. The Regional District shall make payment net 30 days from the date of invoicing. Invoicing to individual residential collection customers shall be done by the Regional District.

Without limiting any other right or remedy of the Regional District, the Regional

District may withhold or nullify, on written notice to the Contractor specifying the ground or grounds relied on, the whole or part of any payment to the extent necessary to protect the Regional District from loss on account of any one (1) or more of the following:

- (a) The failure of the Contractor to perform the Work in accordance with the Contract;
- (b) The failure of the Contractor to make prompt payments as they become due to subcontractors or for equipment, labour or supplies;
- (c) The existence of unsatisfied claims for damages caused by the Contractor to any person in connection with the Work;
- (d) The interruption of the Work due to strike, lockout or any other labour dispute.

## **16.0 NOTICE**

- 16.1 Unless otherwise specified herein, any notice required to be given under this Contract by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Contract or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

## **17.0 TIME**

- 17.1 Time is of the essence of this Contract.

## **18.0 BINDING EFFECT**

- 18.1 This Contract will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

## **19.0 CUMULATIVE REMEDIES**

- 19.1 No remedy under this Contract is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

## **20.0 RELATIONSHIP OF PARTIES**

20.1 No provision of this Contract shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.

## **21.0 AMENDMENT**

21.1 Except as provided in section 15.7, this Contract may not be modified or amended except by the written agreement of the parties.

## **22.0 INTEGRATION**

22.1 This Contract contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Contract and supersedes all prior and contemporaneous agreements between them with respect to such matters.

## **23.0 SURVIVAL**

23.1 All representations and warranties set forth in this Contract and all provisions of this Contract, the full performance of which is not required prior to a termination of this Contract, shall survive any such termination and be fully enforceable thereafter.

## **24.0 ENTIRE AGREEMENT**

24.1 The whole agreement between the parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.

## **25.0 SEVERABILITY**

25.1 Each article of this Contract shall be severable. If any provision of this Contract is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Contract.

## **26.0 COUNTERPART**

26.1 This Contract may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Contract.

**27.0 DISPUTE RESOLUTION**

27.1 Any dispute under this Contract may, with the agreement of the parties, be submitted for arbitration pursuant to the provisions of the *Commercial Arbitration Act*.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

REGIONAL DISTRICT OF KITIMAT- )  
STIKINE, by its authorized signatory(ies): )

\_\_\_\_\_)  
Name: )

\_\_\_\_\_)  
Name: )

\* by its authorized signatories )

\_\_\_\_\_)  
Name: )

\_\_\_\_\_)  
Name: )

**SIGNED, SEALED AND DELIVERED** )  
in the presence of: )

\_\_\_\_\_)  
Witness )

\_\_\_\_\_)  
Address )

\_\_\_\_\_)  
Occupation )

\_\_\_\_\_

**SCHEDULE "A"**  
**REQUEST FOR PROPOSALS**

DRAFT

**SCHEDULE "B"**  
**PROPOSAL**

DRAFT