REQUEST FOR PROPOSALS

Recycling Depot & Waste Transfer Station Operations
File #: R15-204

Date of Issue:  April 9th, 2015

Closing Location:
Mail or courier:

Regional District of Central Okanagan
Main Floor Reception
1450 KLO Road
Kelowna, BC  V1W 3Z4

Submission Date and Time:
Three (3) complete copies of each proposal must be received prior to
3 pm Local Time May 5th, 2015.

Proponent’s Meeting:
A non-mandatory Proponent’s meeting will be held on April 20th at 9am at the North
Westside Solid Waste Transfer Station. The site visit will include visits to the North
Westside and Traders Cover Solid Waste Transfer Stations and the West Kelowna Recycling
Depot.

Regional District Contact:
All enquiries must be directed to:
Andy Brennan
Purchasing Manager
1450 KLO Road
Kelowna, BC V1W 3Z4
Tel: 250-469-6170
Email: andy.brennan@cord.bc.ca
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1.0 INTRODUCTION

1.1 Invitation to Proponents
This Request for Proposals (“RFP”) is an invitation by the Regional District of Central Okanagan (the “Regional District”) to prospective proponents to submit proposals for the provision of labour and services for the operations of the Regional District’s recycling depots and solid waste transfer stations, as further described in Part 2 - The Deliverables (the “Deliverables”).

For the purposes of this procurement process, the “Regional District Contact” shall be: Andy Brennan, Purchasing Manager - andy.brennan@cord.bc.ca.

1.2 Type of Contract for Deliverables
The selected proponent will be requested to enter into negotiations for an agreement with the Regional District for the provision of the Deliverables, based on the form of agreement included in Appendix A hereto.

1.3 N/A

1.4 Agreement on Internal Trade
Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the Internal Trade Secretariat website at http://www.ait-aci.ca/index_en.htm.

[End of Part 1]
2.0 THE DELIVERABLES

2.1 Description of Deliverables

This RFP is an invitation to submit offers for the provision of labour and services for the operation of the Regional District’s recycling depots and solid waste transfer stations. The following is a summary of the requirements.

The Regional District requires the services of a private waste collection company to:

1. provide all necessary on-site labour and materials to **operate and maintain up to three (depending on chosen options) recycling depots** in the Central Okanagan. Off-site related services including transportation of recyclables to a recycling processor / end markets and processing / marketing of recyclables is provided by Multi Material British Columbia and as a result is not included as part of this scope of work.

2. provide all necessary on-site labour and materials to **operate and maintain two solid waste transfer stations** and transport of yard waste and garbage to the City of Kelowna Glenmore Landfill. Transport of recyclables to recycling processor and end markets and processing / marketing of recyclables is provided by Multi Material British Columbia and as a result is not included in the scope of work.

3. provide all labour and materials necessary and perform **collection and proper disposal of illegal dump sites** on crown land throughout the boundaries of the Regional District of Central Okanagan.

Contract Term: As a result of this RFP, the Regional District intends to execute a contract with a Contractor for a period of five years, with two optional extension periods of one year as the Regional District’s sole discretion and upon mutual agreement between the parties. The five year contract term shall commence on July 1, 2015 and expire on June 30, 2020.

Full details on the requirements and scope of work is described in Appendix G - Scope of Work & Evaluation Criteria.

2.2 Material Disclosures

Proponents should refer to Appendix G - Scope of Work & Evaluation Criteria - Section B. Material Disclosures.
3.0 EVALUATION OF PROPOSALS

3.1 TIMETABLE AND SUBMISSION INSTRUCTIONS
Proponents should submit their proposals according to the following timetable and instructions.

3.1.1 Timetable

<table>
<thead>
<tr>
<th>Issue Date of RFP</th>
<th>April 9th, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proponent’s Meeting</td>
<td>April 20th, 2015</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>April 28th, 2015</td>
</tr>
<tr>
<td>Submission Date</td>
<td>May 5th, 2015</td>
</tr>
<tr>
<td>Rectification Period</td>
<td>5 business days</td>
</tr>
</tbody>
</table>

The RFP timetable is tentative only, and may be changed by the Regional District at any time.

3.1.2 Proposals Should be Submitted in Prescribed Manner
Proposals should be submitted at: Regional District of Central Okanagan, Main Floor Reception, 1450 KLO Road, Kelowna, BC. V1W 3Z4

Proponents should submit three hard copies in a sealed package.

Proposals are to be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Date.

The proposal shall convey the proponent’s methodology in a clear and concise manner.

3.1.3 Proposals Should Be Submitted on Time at Prescribed Location
Proposals should be submitted at the location set out above on or before the Submission Date. Proposals submitted after the Submission Date will not be considered.

3.1.4 Withdrawing Proposals
At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the Regional District Contact and must be signed by an authorized representative. The Regional District is under no obligation to return withdrawn proposals.

3.2 STAGES OF PROPOSAL EVALUATION
The Regional District will conduct the evaluation of proposals in the following two (2) stages:

3.3 STAGE I - MANDATORY REQUIREMENTS, SUBMISSION AND RECTIFICATION
Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. The mandatory requirements are the completion and submission of the appendices listed in this 3.3. Proposals failing to satisfy the mandatory requirements as of the Submission Date will be provided an opportunity to rectify any deficiencies during the Rectification Period. The Rectification Period will begin to run from the date and time that the Regional District issues its rectification notice to the proponent. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. Proposals satisfying the mandatory requirements within the Rectification Period will proceed to Stage II.

3.3.1 Submission
Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms.

3.3.2 Submission Form (Appendix B)
Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

3.3.3 Remuneration Form (Appendix C)
Each proponent must include this form completed according to the instructions contained in the form.

3.3.4 Reference & Experience of Form (Appendix D)
Each proponent must complete the Reference Form (Appendix D) and include it with its proposal.

3.3.5 Methodology Form (Appendix E)
Each proponent must complete the Methodology Form (Appendix E) and include it with its proposal.

3.3.6 List of Subcontractors Form (Appendix F)
Each proponent must complete the List of Subcontractors Form (Appendix F) and include it with its proposal.

3.4 STAGE II - EVALUATION OF RATED CRITERIA
Stage II will consist of a scoring by the Regional District of each qualified proposal on the basis of the Rated Criteria. Proponents should refer to Appendix G - Scope of Work & Evaluation Criteria, Section C - Rated Criteria for a breakdown of the Rated Criteria.

At the conclusion of Stage II, the highest ranking proponent will be selected for the finalization of a contract in accordance with Part 4.3.

[End of Part 3]
4.0 TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 GENERAL INFORMATION AND INSTRUCTIONS

4.1.1 Proponents to Follow Instructions
Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

4.1.2 Proposals in English
All proposals are to be in English only.

4.1.3 Regional District’s Information in RFP Only an Estimate
The Regional District and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way on addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent’s responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

4.1.4 Proponents Shall Bear Their Own Costs
The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

4.1.5 Proponent’s Meeting
A Proponent’s meeting will be held on April 20th at 9am at the North Westside Solid Waste Transfer Station. The site visit will include visits to the North Westside and Traders Cover Solid Waste Transfer Stations and the West Kelowna Recycling Depot. It is not a mandatory requirement to attend the Proponent’s meeting and site tour. Key questions and answers from the Proponent’s meeting will be provided to Proponents via an addendum.

4.1.6 N/A

4.1.7 Proposals Form a Single Legal Entity
Proposals should be submitted by a single legal entity that will act as the prime Proponent who is the main contact to the Regional District in respect of the RFP process and for the purposes of performing any resulting Contract. The identified prime Proponent will be prepared to take overall responsibility for any subsequent agreement. Proposals should not be submitted by joint ventures. Where two companies wish to provide the services together, one company should submit as the Proponent, with the other company named as a Sub-contractor.

4.2 COMMUNICATION AFTER ISSUANCE OF RFP

4.2.1 Proponents to Review RFP
Proponents shall promptly examine all of the documents comprising the RFP, and
a) Shall report any errors, omissions or ambiguities; and
b) May direct questions or seek additional information

In writing by email on or before the proponent’s Deadline for Questions to the Regional District Contact. All questions submitted by proponents by email to the Regional District Contact shall be deemed to be received once the email has entered into the Regional District Contact’s email inbox.
Only the Regional District Contact is the Regional District’s representative authorized to communicate and otherwise deal with proponents and all proponents must communicate and otherwise deal with that person only. Contact with any other Regional District representatives, including Members of The Board, officers or employees of the Regional District regarding this RFP or a proponent’s submission will result in that proposal being removed from consideration for this and any future competitions.

It is the responsibility of the proponent to seek clarification from the Regional District Contact on any matter it considers to be unclear. The Regional District shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

4.2.2 All new Information to Proponents by Way of Addenda
The RFP may be amended only by an addendum in accordance with this section. If the Regional District, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP. Such addenda may contain important information, including significant changes to the RFP.

The Regional District may issue addenda by posting them publicly to the Regional District’s purchasing page on its website at www.regionaldistrict.com/purchasing. It is the Proponent’s responsibility to check for any addenda posted to this location up until the Submission Date and Time.

In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

4.2.3 Verify, Clarify and Supplement
When evaluating responses, the Regional District may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent’s proposal. The Regional District may revisit and re-evaluate the proponent’s response or ranking on the basis of any such information.

4.2.4 No Incorporation by Reference
The entire content of the proponent’s proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent’s proposal will not be considered to form part of its proposal.

4.2.5 Proposal to Be Retained by the Regional District
The Regional District will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 FINALIZATION OF CONTRACT WITH HIGHEST SCORING PROPONENT, NOTIFICATION AND DEBRIEFING

4.3.1 Selection of Top-Ranked Proponent
The top-ranked proponent, as established under Part 3 - Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with the Regional District.

4.3.2 Timeframe for Negotiations
The Regional District intends to conclude negotiations within thirty (30) days commencing from the date the Regional District invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

4.3.3 Process Rules for Negotiations
Any negotiations will be subject to the process rules contained in this Part 4 - Terms and Conditions of RFP Process and the Submission Form (Appendix B) and will not constitute a
legally binding offer to enter into a contract on the part of the Regional District or the proponent. Negotiations may include requests by the Regional District for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Regional District for improved pricing from the proponent.

4.3.4 Terms and Conditions
The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between the Regional District and the selected proponent.

4.3.5 Failure to Enter Into Agreement
Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days, the Regional District may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 - Terms and Conditions of RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until the Regional District elects to cancel the RFP process.

4.3.6 Notification to Other Proponents
Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between the Regional District and a proponent, the other proponents will be notified directly in writing and shall be notified by public posting, in the same manner that the RFP was originally posted, of the outcome of the procurement process and the award of the contract.

4.3.7 Debriefing
Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the Regional District Contact and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4 PROHIBITED COMMUNICATIONS AND CONFIDENTIAL INFORMATION

4.4.1 Prohibited Proponent Communications
The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, “Conflict of Interest” shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.4.2 Proponent Not to Communicate with Media
A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Regional District Contact.

4.4.3 Confidential Information of Regional District
All information provided by or obtained from the Regional District in any form in connection with the RFP either before or after the issuance of the RFP:
   a) is the sole property of the Regional District and must be treated as confidential;
   b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
   c) must not be disclosed without prior written authorization from the Regional District; and
   d) shall be returned by the proponents to the Regional District immediately upon the request of the Regional District.
4.4.4 Confidential Information of Proponent
A proponent should identify any information in its proposal or any accompanying
documentation supplied in confidence for which confidentiality is to be maintained by the
Regional District. The confidentiality of such information will be maintained by the Regional
District, except as otherwise required by law (including the Freedom of Information and
Protection of Privacy Act http://www.bclaws.ca/Recon/document/ID/freeside/96165_00) or
by order of a court or tribunal. Proponents are advised that their proposals will, as
necessary, be disclosed on a confidential basis, to the Regional District’s advisers retained for
the purpose of evaluating or participating in the evaluation of their proposals. If a proponent
has any questions about the collection and use of personal information pursuant to the RFP,
questions are to be submitted to the Regional District Contact.

4.4.5 Inappropriate Conduct
The Regional District may prohibit a supplier from participating in a procurement process
based on past performance or based on inappropriate conduct in a prior procurement
process, and such inappropriate conduct shall include but not be limited to the following: (a)
the submission of quotations containing misrepresentations or any other inaccurate,
misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or
other commitments made in its proposal; or (c) any other conduct, situation or circumstance,
as solely determined by the Regional District, which constitutes a Conflict of Interest. For the
purposes of this Section, “Conflict of Interest” shall have the meaning ascribed to it in the
Submission Form (Appendix B).

4.5 PROCUREMENT PROCESS NON-BINDING

4.5.1 No Contract A and No Claims
The procurement process is not intended to create and shall not create a formal legally
binding bidding process and shall instead be governed by the law applicable to direct
commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not
give rise to any “Contract A”–based tendering law duties or any other legal obligations
arising out of any process contract or collateral contract; and (b) neither the proponent nor
the Regional District shall have the right to make any breach of contract, tort or other claims
against the other with respect to the award of a contract, failure to award a contract or
failure to honour a response to the RFP.

4.5.2 No Contract until Execution of Written Agreement
The RFP process is intended to identify prospective vendors for the purposes of negotiating
potential agreements. No legal relationship or obligation regarding the procurement of any
good or service shall be created between the proponent and the Regional District by the
RFP process until the successful negotiation and execution of a written agreement for the
acquisition of such goods and/or services.

4.5.3 Non-binding Price Estimates
While the pricing information provided in responses will be non-binding prior to the execution
of a written agreement, such information will be assessed during the evaluation of the
responses and the ranking of the proponents. Any inaccurate, misleading or incomplete
information, including withdrawn or altered pricing, could adversely impact any such
evaluation, ranking or contract award. All pricing submitted by proponents shall be submitted
in good faith.

4.5.4 Disqualification for Misrepresentation
The Regional District may disqualify the proponent or rescind a contract subsequently
entered if the proponent’s response contains misrepresentations or any other inaccurate,
misleading or incomplete information.

4.5.5 References and Past Performance
The Regional District’s evaluation may include information provided by the proponent’s references and may also consider the proponent’s past performance on previous contracts with the Regional District or other institutions.

4.5.6 Cancellation
The Regional District may cancel or amend the RFP process without liability at any time.

4.6 GOVERNING LAW AND INTERPRETATION

4.6.1 Governing Law
The terms and conditions in this Part 4 - Terms and Conditions of RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province or territory within which the Regional District is located and the federal laws of Canada applicable therein.

[End of Part 4]
APPENDIX A - FORM OF AGREEMENT

This Appendix A of the RFP contains the Form of Contract the Regional District proposes to enter into with the successful Proponent, pursuant to the Terms of Reference section 1.2.

Note: Proponents are not required to complete any information in this Appendix A. Information will be completed by the Regional District following any award of contract.

CONTRACT FOR: RECYCLING DEPOT & WASTE TRANSFER STATION OPERATIONS

THIS AGREEMENT made this ____ day of __________, ____

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN
1450 K.L.O Road
Kelowna, B.C. V1W 3Z4

(Hereinafter called the “Regional District”)

AND:

____________________
____________________
____________________

(Hereinafter called the “Contractor”)

WHEREAS THE PARTIES AGREE AS FOLLOWS:

1. Agreement
   The Regional District wishes to award a Contract to the Contractor for the supply of the Services described under Clause 3, and the Contractor wishes to contract with the Regional District to supply such Services.

2. Term
   The term of this Contract is for five years, commencing on the 1st day of July, 2015 and expiring on the 30th day of June, 2020. This Contract may be extended for two further periods of one year, at the sole discretion of the Regional District, and upon mutual agreement with the Contractor.

3. Supply
   The Contractor shall supply the Services as described in Schedule 2 hereto.

4. Remuneration / Reimbursement
   For the supply of the Goods/Equipment or Services outlined, the Regional District shall pay the Contractor the rates and prices listed in Schedule 3 hereto.

5. Definitions
   Throughout this Contract, terminology is used as follows:
   a. “Request For Proposal” or “RFP” means the Request for Proposal issued by the Regional District on ____________
b. “Contract” means this written agreement, including any Schedules and documents referenced.

c. “Contractor’s Proposal” means the Contractor’s written proposal, submitted to the Regional District for the supply of the Goods/Equipment or Services, dated ____________________.

d. “Goods, “Equipment”, or “Services” means the good, equipment, specifications, services or work described in the RFP and those proposed in the Contractor’s Proposal, including any amendments.

e. Regional District Representative means _____________________ or such other person as the District may appoint in writing.

f. Contractor’s Representative means ________________________ or such other person as the Contractor may appoint in writing.

6. Payment Terms

The Contractor shall submit invoices at monthly intervals for work completed during the previous calendar month. The Regional District shall make payment, in accordance with the contract, within 30 days of receipt of the invoice.

Invoices will refer to the Regional District Purchase Order number and will detail the locations, services provided and applicable dates.

7. Contractor’s Personnel

The Contractor shall perform the Services using only the personnel named in the Contractor’s Proposal, unless otherwise approved in writing by the Regional District Representative.

8. Warranty

The Contractor represents and warrants to the Regional District that the Contractor and its Sub-Contractors or personnel have the education, training, skills, experience and resources necessary to supply the Goods/Equipment or Services in accordance with this Contract and the Contractor acknowledges and agrees that the Regional District has entered into this Contract relying on these representations and warranties.

9. Taxes

The Regional District shall be responsible for paying any GST (Goods and Services Tax) payable with respect to the supply of the Services to the Regional District.

10. Regional District Representative

The Regional District appoints the Regional District Representative as the only person authorized by the Regional District to communicate with the Contractor in respect of this Contract. The Regional District shall not be bound to the Contractor by communication from any person other than the Regional District Representative or his/her designated representative.

11. Contractor’s Representative

The Contractor will name a Contractor’s Representative. The Contractor’s Representative will be responsible for providing scheduled status reports to the Regional District Representative or a designate, as required.

12. Registration With Worksafe BC

The Contractor and any approved Sub-contractors must:

- be registered with Worksafe BC,
- comply with all conditions and safety regulations of WorkSafe BC,
be in good standing with WorkSafeBC;
- maintain WorkSafe BC coverage for the duration of the Contract.

Prior to the start of the Contract, the Contractor will be required to submit a WorkSafe BC Clearance Letter indicating that all WorkSafe BC assessments have been paid.

13. Insurance
The Contractor shall, without limiting its obligations or liabilities under this Contract, procure and maintain, at its own expense and cost, the insurance policies listed in Schedule 1, attached hereto and made a part of this Contract. The insurance policies shall be maintained continuously for the duration of the Contract.

14. Arbitration
All disputes arising out of or in connection with this Contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

15. Permits And Licenses
  .1 The Contractor, their employees, agents and vehicles shall have and maintain valid permits and licenses as required by law for the execution of services related to this Contract.
  .2 The Contractor shall conform to all federal, provincial, and Regional District acts and regulations that may apply to the operation of this Contract. The Contractor is required to obtain and pay for all necessary permits, licenses, and inspection fees.
  .3 Certified copies of required permits/licenses will be available upon request.

16. Not Applicable

17. Regional District Employees
The Contractor shall ensure that neither the Contractor, nor any person employed by or associated with the Contractor in the supply Services or otherwise, is an employee of, or has an employment relationship of any kind with the Regional District or is an any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from the Regional District under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, whether under the Employment Standards Act of British Columbia (as amended from time to time), the Workers Compensation Act of British Columbia (as amended from time to time), the Employment Insurance Act of Canada (as amended from time to time), health plan contributions, or otherwise.

18. Contractor's Employees
The Contractor's Representatives shall be under the exclusive supervision of the Contractor. All responsibility and authority for hiring, training, supervision, direction, compensation, discipline, termination, and administration of the Contractor's Representatives, and any and all costs or expenses related thereto, rest exclusively with the Contractor.

19. Not Applicable

20. Not Applicable

21. Default
  a) The Regional District may, subject to the provisions of paragraph C below, by written notice of default to the Contractor terminate the whole or any part of this Contract in any one of the following circumstances:
i) if the Contractor fails to make delivery of the Goods/Equipment, or to perform the Services within the time specified herein or any extension thereof; or

ii) if the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of ten (10) days, or such longer period as the Regional District Purchasing Manager may authorize in writing, after receipt of notice from the Regional District Purchasing Manager specifying any such failure.

iii) if the Contractor becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.

b) In the event the Regional District terminates this contract in whole or in part as provided in paragraph A of this clause, the Regional District may procure, upon such terms and in such manner as the Regional District Purchasing Manager may deem appropriate, Goods/Equipment or Services similar to those terminated, and the Contractor and his surety shall be liable to the Regional District of any excess costs for such similar Goods/Equipment or Services.

c) The Contractor shall not be liable for any excess costs if any failure to perform the Contract arises by reason of strikes, lockouts, acts of God or of the public enemy, acts of the Regional District or fires or floods, due to any of such causes unless the Regional District Purchasing Manager shall determine that the Goods/Equipment or Services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d) The Regional District shall not be liable to the Contractor for continuing performance of this contract if the contract cannot be reasonably performed due to any strikes, lockouts, acts of God or of the public enemy, acts of the Contractor or fires or floods.

22. **Indemnity**

The Contractor shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Regional District, its elected officials, officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.

The Contractor shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this Contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.

23. **Contract For Services**

This is a Contract for the supply of Services and the Contractor is engaged under this Contract as an independent Contractor for the sole purpose of supplying the Services. This Contract does not create a joint venture or partnership. Neither the Contractor nor any of its employees or Sub-contractors is engaged by the Regional District as an agent of the Regional District or has any authority to bind the Regional District in any way whatsoever.

24. **Time of the Essence**

Time is of the essence of this Contract.

25. **Business Registration**
The Contractor shall have either a; Regional District of Central Okanagan, City of Kelowna, District of West Kelowna, District of Lake Country, District of Peachland or multi-region business licence.

26. **Canadian Standards Association (CSA) And Electrical Safety**
Any electrical equipment used in performance of the Contract must be certified by an accredited certification organization acceptable to the Regional District. All costs of approval will be at the Contractor’s expense.

27. **Not Applicable**

28. **Interpretation And Governing Law**
In this Contract:

a. Reference to the singular includes a reference the plural, and vice versa, unless the context requires otherwise;

b. Reference to a particular numbered section or clause is a reference to a correspondingly numbered section or clause of this Contract;

c. Reference to a month is a reference to a calendar month; and

d. Section headings have been inserted for ease of reference only and are not to be used in interpreting this Contract.

This Contract is governed by, and is to be interpreted according to, the laws of British Columbia.

29. **Binding on Successors**
This Contract enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

30. **Separation**
Should any term or portion of this agreement be found to be invalid or unenforceable, the remainder shall continue to be valid and enforceable.

31. **Extras**
Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the prices therefore have been authorized in writing by the Regional District Representative.

32. **Assignment And Subletting**
The Contractor shall keep the work under his personal control. The Contractor shall not, without the consent in writing of the Regional District, assign or transfer this Contract, or any sum or sums or any part thereof, due or to become due to the Contractor under this Contract.

33. **Monies Due The Regional District**
All monies payable to the Regional District as provided herein may be retained out of any monies then due or which may become due, from the Regional District, to the contractor, under this or any other contract with the Regional District, or may be recovered from the contractor or his surety in any Court of competent jurisdiction as a debt due to the Regional District.

34. **Liens**
The Contractor, his surety and their respective heirs, executors, administrators, successors and permitted assigns shall fully indemnify the Regional District and all its officers, servants and employees from and against any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or
liability under the Mechanics Lien Act, or to any attachment for debt, garnishee process or otherwise.

35 Security
All bonds will be issued by a corporation licensed to carry on the business of surety in British Columbia. Only cash or clean, irrevocable bank letters of credit which must be in a format preapproved by the Regional District are considered cash equivalents.

32. Entire Contract
This Contract is the entire Contract between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Contract.

33. Waiver
Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Contract, the parties have executed this Contract below, on the respective dates written below.

FOR REGIONAL DISTRICT OF CENTRAL OKANAGAN:

Name:________________________

By its authorised signatories:

Signature:____________________

Name:________________________

Title:________________________

Date:________________________

FOR [CONTRACTOR NAME]:

By its authorised signatories:

Signature:____________________
SCHEDULE 1 - INSURANCE REQUIREMENTS

1. **Contractor To Provide**
The Contractor shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Work or Services, the Regional District advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of the Work or Services until total completion of the Work or Services or such longer period as may be specified by the Regional District.

2. **Insurance**
As a minimum, the Contractor shall, without limiting its obligations or liabilities under any other contract with the Regional District, procure and maintain, at its own expense and cost, the following insurance policies:

   2.1 WorkSafe BC Insurance covering all employees of Contractor engaged in the Work or Services in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.

   2.2 Comprehensive General Liability Insurance
   (i) providing for an inclusive limit of not less than $2,000,000 for each occurrence or accident;
   (ii) providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations carried on in connection with this Contract;
   (iii) including coverage for Contractor’s Protective, Personal Injury, Contingent Employer’s Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
   (iv) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

   2.3 Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than $2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

   2.4 All Risks Insurance for loss of or damage to all Contractor’s equipment, owned, leased or for which Contractor may otherwise be responsible and used or to be used in the performance of the Work. This insurance shall be for an amount not less than the replacement cost value of the equipment. In the event of loss or damage, Contractor shall if so requested by the Regional District, forthwith replace such lost or damaged equipment. Such All Risks Insurance shall be endorsed to waive all rights of subrogation against the Regional District.

3. **The Regional District Named As Additional Insured**
The policies required by section 2.2 above shall provide that the Regional District of Central Okanagan is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the Regional District.

4. **Contractor’s Subcontractors**
The Contractor shall require each of its subcontractors to provide comparable insurance to that set forth under section 2.

5. **Certificates of Insurance**
The Contractor agrees to submit Certificates of Insurance, in the form of Schedule 1A, attached hereto and made a part hereof, for itself and for all of its subcontractors to the Purchasing Manager of the Regional District prior to commencing the Work or providing the Services. Such Certificates shall provide that 30 days’ written notice shall be given to the Purchasing Manager of the Regional District, prior to any material changes or cancellations of any such policy or policies.

6. **Other Insurance**
After reviewing the Contractor’s Certificates of Insurance, the Regional District may require other insurance or alterations to any applicable insurance policies in force during the period of this Contract and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the Regional District and result in increased insurance premium, such increased premium shall be at the Contractor’s expense.

7. **Additional Insurance**
The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the Regional District. The Contractor shall ensure that all of its subcontractors are informed of and comply with the Regional District’s requirements set out in this Schedule 1.

8. **Insurance Companies**
All insurance, which the Contractor is required to obtain with respect to this contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

9. **Failure to Provide**
If the Contractor fails to do all or anything which is required of it with regard to insurance, the Regional District may do all that is necessary to effect and maintain such insurance, and any monies expended by the Regional District shall be repayable by and recovered from the Contractor. The Contractor expressly authorizes the Regional District to deduct from any monies owing the Contractor, any monies owing by the Contractor to the Regional District.

10. **Nonpayment of Losses**
The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any subcontractor shall not be held to waive or release the Contractor or subcontractor from any of the provisions of the Insurance Requirements or this Contract, with respect to the liability of the Contractor otherwise. Any insurance deductible maintained by the Contractor or any subcontractor under any of the insurance policies is solely for their account and any such amount incurred by the Regional District will be recovered from the Contractor as stated in section 9.
SCHEDULE 1A - CERTIFICATE OF INSURANCE

This Certificate is issued to: Regional District of Central Okanagan
1450 KLO Road
Kelowna, BC V1W 3Z4

Insured

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
</table>

Broker

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
</tr>
</thead>
</table>

Location and nature of operation or contract to which this Certificate applies:

R15-204 – Recycling Depot & Waste Transfer Station Operations

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Company &amp; Policy Number</th>
<th>Effective</th>
<th>Expiry</th>
<th>Limits of Liability/Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 1</strong></td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>Comprehensive General Liability including:</td>
<td></td>
<td></td>
<td></td>
<td>$2,000,000 Inclusive</td>
</tr>
<tr>
<td>• Products/Completed Operations;</td>
<td>Please submit ICBC Form APV 47</td>
<td></td>
<td></td>
<td>$0 Aggregate</td>
</tr>
<tr>
<td>• Blanket Contractual;</td>
<td></td>
<td></td>
<td></td>
<td>$0 Deductible</td>
</tr>
<tr>
<td>• Contractor’s Protective;</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>• Personal Injury;</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>• Contingent Employer’s Liability;</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Broad Form Property Damage;</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Non-Owned Automobile;</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Cross Liability Clause.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Section 2</strong></td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td></td>
<td></td>
<td></td>
<td>$2,000,000 Inclusive</td>
</tr>
</tbody>
</table>

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. Any Deductible or Reimbursement Clause contained in the policy shall not apply to the Regional District of Central Okanagan and shall be the sole responsibility of the Insured named above.
2. The Regional District of Central Okanagan is named as an Additional Insured for Section 1 only.
3. 30 days prior written notice of material change and/or cancellation will be given to the Regional District of Central Okanagan.

Print Name __________________________ Title __________________________ Company (Insurer or Broker) __________________________

Signature of Authorized Signatory __________________________ Date __________________________
APPENDIX B - SUBMISSION FORM

Request for Proposals No.: R15-204

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.

<table>
<thead>
<tr>
<th>Full Legal Name of Proponent:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Other Relevant Name under Which the Proponent Carries on Business:</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City, Province/State:</td>
<td></td>
</tr>
<tr>
<td>Postal Code:</td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Company Website (If Any):</td>
<td></td>
</tr>
<tr>
<td>RFP Contact Person and Title:</td>
<td></td>
</tr>
<tr>
<td>RFP Contact Phone:</td>
<td></td>
</tr>
<tr>
<td>RFP Contact Facsimile:</td>
<td></td>
</tr>
<tr>
<td>RFP Contact E-mail:</td>
<td></td>
</tr>
</tbody>
</table>

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Regional District and the selected proponent have executed a written contract.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents, the site of the work, and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the prices set out in the Remuneration Form and has provided a list of any subcontractors to be used to complete the proposed contract in the List of Subcontractors Form. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

<table>
<thead>
<tr>
<th>FORM</th>
<th>INITIAL TO ACKNOWLEDGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix B - Submission Form</td>
<td></td>
</tr>
<tr>
<td>Appendix C - Remuneration Form</td>
<td></td>
</tr>
<tr>
<td>Appendix D - Reference &amp; Experience Form</td>
<td></td>
</tr>
<tr>
<td>Appendix E - Methodology Form</td>
<td></td>
</tr>
<tr>
<td>Appendix F - List of Subcontractors Form</td>
<td></td>
</tr>
</tbody>
</table>
4. **Non-binding Price Estimates**

The proponent has submitted its prices in accordance with the instructions in the RFP and in the Remuneration Form set out in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its submission or its eligibility for future work.

5. **Addenda**

The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line:_____________________. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda.

6. **Conflict of Interest**

For the purposes of this section, the term “Conflict of Interest” means

6.1 in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Regional District in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

6.2 in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

The Regional District requires all proponents to certify either statement A or statement B below by checking the box next to either A or B below:

□ A) The proponent declares there was no Conflict of Interest in preparing this proposal; and there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

OR

□ B) The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:
The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the Regional District and have ceased that employment within twelve (12) months prior to the Submission Date:

<table>
<thead>
<tr>
<th>Name of Individual:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Classification:</td>
<td></td>
</tr>
<tr>
<td>Department:</td>
<td></td>
</tr>
<tr>
<td>Last Date of Employment with the Regional District:</td>
<td></td>
</tr>
<tr>
<td>Name of Last Supervisor:</td>
<td></td>
</tr>
<tr>
<td>Brief Description of Individual’s Job Functions:</td>
<td></td>
</tr>
<tr>
<td>Brief Description of Nature of Individual’s Participation in the Preparation of the Proposal:</td>
<td></td>
</tr>
</tbody>
</table>

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide the Regional District with additional information from each individual identified above in the form prescribed by the Regional District.

7. **Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law, including the Freedom of Information and Protection of Privacy Act, or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Regional District to the Regional District’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

<table>
<thead>
<tr>
<th>Signature of Witness</th>
<th>Signature of Proponent Representative</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Witness</td>
<td>Name and Title</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>I have authority to bind the proponent</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX C - REMUNERATION FORM

Each Proponent is requested to use this Appendix C to submit pricing based on performance of the Scope of Work.

1. General:
   
   a) Proponents should provide pricing details as requested under section 2 below.
   b) Prices shall exclude GST for the work, but include any PST on goods or materials to be sourced for the work.
   c) Prices shall be provided in Canadian funds, inclusive of all applicable duties
   d) Prices shall be fixed for the duration of the contract.
   e) Prices quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Regional District, all costs of installation and set-up, and all other overheads, including any fees or other charges required by law.

2. Remuneration / Prices:

   Proponents shall provide pricing in a format of its choosing, which clearly identifies all remuneration for the following activities as per the Scope of Work (Appendix G):

   1. Operation, maintenance and equipment fees for each site, including separate pricing for the two service options.
   2. Transport / hauling rates (per load) for garbage and yard waste from each solid waste transfer station. If the Proponent requires prices to adjust based on fuel costs, then a fuel escalation / de-escalation methodology should be proposed. Alternatively, the proponent should confirm that pricing will not be adjusted for the changes in fuel prices.
   3. Hourly rates for illegal dump cleanup.
**APPENDIX D - REFERENCE & EXPERIENCE FORM**

**Part 1 - References:**

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last three years. The Regional District reserves the right to check any, all or none of the references listed below.

**Reference #1**

<table>
<thead>
<tr>
<th>Company Name:</th>
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<tbody>
<tr>
<td>Company Address:</td>
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<tr>
<td>Contact Name:</td>
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</tr>
<tr>
<td>Contact Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Date Work Undertaken:</td>
<td></td>
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<tr>
<td>Nature of Assignment &amp; Value:</td>
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</table>

**Reference #2**

<table>
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<tr>
<th>Company Name:</th>
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<td>Company Address:</td>
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<tr>
<td>Contact Name:</td>
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<tr>
<td>Contact Telephone Number:</td>
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<tr>
<td>Date Work Undertaken:</td>
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<tr>
<td>Nature of Assignment &amp; Value</td>
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</table>

**Reference #3**

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<th>Company Name:</th>
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<td>Company Address:</td>
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<td>Contact Name:</td>
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<tr>
<td>Contact Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Date Work Undertaken:</td>
<td></td>
</tr>
<tr>
<td>Nature of Assignment &amp; Value</td>
<td></td>
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</tbody>
</table>

By submitting this Appendix, the proponent is granting the Regional District permission to contact the project’s Owner and anyone related to the project to obtain a reference check.
APPENDIX E - METHODOLOGY FORM

Each proponent is requested to provide the following, labelled as “Appendix E - Methodology Form”:

1. Overall Methodology: Describe how each facility will be operated to achieve the operational requirements listed in Appendix G - Scope of Work. The description must include information on all equipment to be used during operations and detail how it will be different from the current operation. Note: Proponents should only propose significant changes to the existing operation and type/quantity of equipment used if there is a significant and obvious financial cost benefit or enhancement to customer experience. Proponents are also required to show evidence that Multi-Material British Columbia and/or their transport contractor is supportive of the operational plan and equipment being proposed.

2. Requirements: identify how each of the operational requirements listed in the Scope of Work (Appendix G) will be addressed through your operation.

3. Safety: The Response should include details on the Proponent’s safety plan for the work.

4. Environmental Response: The response should indicate equipment, training, experience, and methods related to dealing with issues such as oil spills, fire, etc.

5. Team: Identify all proposed key team members and their responsibility or role, and who they report to.

Note: Proponents are strongly encouraged to visit each site, and especially attend the proponents meeting to observe and learn more about how each site is operated and the type of equipment used at each site.
Pursuant to Section 3 of Appendix B - Submission Form, each proponent is must provide details of any Subcontractor to be used during the Work:

<table>
<thead>
<tr>
<th>Division/Section of Work</th>
<th>Name of Subcontractor</th>
</tr>
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<tbody>
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</tbody>
</table>
APPENDIX G - SCOPE OF WORK & EVALUATION CRITERIA

A. THE DELIVERABLES

1. Overview:

1.1 The Regional District of Central Okanagan:
The Regional District of Central Okanagan covers the central portion of the Central Okanagan valley including the; City of Kelowna, District of West Kelowna, District of Lake Country, District of Peachland, as well as Central Okanagan Electoral Areas East and West. More details on the Regional District can be found at our website: www.regionaldistrict.com

1.2 Contract Term:
As a result of this RFP, the Regional District intends to execute a contract with a Contractor for a period of five years, with two optional extension periods of one year as the Regional District’s sole discretion and upon mutual agreement between the parties. The five year contract term shall commence on July 1, 2015 and expire on June 30, 2020.

1.3 Performance Security:
The Contractor will be required to provide a Performance Bond equal to 10 percent of the Total Contract Price, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia. The Performance Bonds will be required upon execution of the contract.

2. Scope of Work / Requirements:

The Regional District requires the services of a private waste collection company to:

a) provide all necessary on-site labour and materials to operate and maintain up to three (depending on chosen options) recycling depots in the Central Okanagan. Off-site related services including transportation of recyclables to a recycling processor / end markets and processing / marketing of recyclables is provided by Multi Material British Columbia and as a result is not included as part of this scope of work.

b) provide all necessary on-site labour and materials to operate and maintain two solid waste transfer stations and transport of yard waste and garbage to the City of Kelowna Glenmore Landfill. Transport of recyclables to recycling processor and end markets and processing / marketing of recyclables is provided by Multi Material British Columbia and as a result is not included in the scope of work.

c) provide all labour and materials necessary for collection and proper disposal of illegal dump sites on crown land throughout the boundaries of the Regional District of Central Okanagan.

d) provide illegal dump clean up and disposal for illegal dump sites on Crown land in the Regional District of Central Okanagan.
2.1 Facilities, Locations, Hours & Waste Quantities

i. Recycling Depots:
Recycling depots that are included in this RFP are located at the locations identified in Table 1 (below). In addition, the required hours of operation for each recycling depot is provided in the table below. The recycling depots listed below are Multi Material British Columbia depots and as such only accept residential packaging and printed paper recyclables that are targeted by the Multi Material British Columbia program. A depot recycling materials guide is provided here [http://recyclinginbc.ca/mmbc-depots/](http://recyclinginbc.ca/mmbc-depots/). In addition, transport of the recyclables from the recycling depots and all containers required for on-site storage and transport are provided by Multi Material British Columbia and are not part of the scope of work for this RFP.

For the Kirschner Depot and Westside Landfill Depot there are alternative service levels that need to be considered by Proponents in the proposal submission.

- Regarding the Kirschner Depot, there is a good possibility that this depot will be removed from service. If this is to occur, it would be confirmed prior to contract commencement. Proponents will need to factor this option (Table 1) into their proposals and operation plans.
- Regarding the Westside Landfill Depot, a reduced level of service option is provided in Table 1. A decision on which operational scenario will be implemented will be determined prior to contract award.

Proponents should provide optional operations and costs proposals that factor in each of the possible operational scenarios. Note: Garbage and yard waste are not collected at these facilities.

Table 1: Recycling depot locations and hours of operation.

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>HOURS OF OPERATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kirschner Recycling Depot</td>
<td>Option 1: 8:00 am to 5:00 pm Monday to Sunday.</td>
</tr>
<tr>
<td>(1988 Kirschner Road, Kelowna, B.C.)</td>
<td>Closed on holidays.</td>
</tr>
<tr>
<td></td>
<td>Option 2: Depot is eliminated from service.</td>
</tr>
<tr>
<td>Westside Landfill Depot</td>
<td>Option 1: 7:30 am to 4:00 pm Monday to Sunday.</td>
</tr>
<tr>
<td>(Asquith Road, West Kelowna, B.C.)</td>
<td>Closed December 25 and January 1.</td>
</tr>
<tr>
<td></td>
<td>Option 2: 7:30 am to 4:00 pm Friday to Monday.</td>
</tr>
<tr>
<td></td>
<td>Closed December 25 and January 1.</td>
</tr>
<tr>
<td>Glenmore Landfill Depot</td>
<td>7:30 am to 4:45 pm Monday to Sunday. Closed December 25, 26 and January 1.</td>
</tr>
</tbody>
</table>
ii. **Solid Waste Transfer Stations:**

Solid waste transfer stations that are included in the scope of work for this RFP are located at the following locations (Table 2). In addition, the required hours of operation for each transfer station are provided in Table 2. Note the different summer hours for the Trader’s Cove transfer station.

The Trader’s Cove and North Westside transfer stations provide recycling, yard waste, and garbage disposal service for approximately 250 households in the Traders Cover area and 900 households in the North Westside Road area that do not have access to curbside waste collection. The transfer stations are only accessible to the approximately 1,150 registered households in these areas.

Recycling collection at the Trader’s Cove and North Westside transfer stations are considered Multi Material British Columbia depots and as such only accept residential packaging and printed paper recyclables that are targeted by the Multi Material British Columbia program. A depot recycling guide is provided here [http://recyclinginbc.ca/mmbc-depots/](http://recyclinginbc.ca/mmbc-depots/). In addition, transport of the recyclables from the transfer stations and all containers required for on-site storage and transport are provided by Multi Material British Columbia and is not part of the scope of work for this RFP.

However, transportation of garbage and yard waste to the Glenmore Landfill is required and included within the scope of work for these locations.

**Table 2: Solid waste transfer station locations and hours of operation**

<table>
<thead>
<tr>
<th>Transfer Station</th>
<th>Hours of Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trader’s Cove Waste Transfer and Recycling</strong></td>
<td>9:00 am to 1:00 pm Sunday</td>
</tr>
<tr>
<td>Station</td>
<td>9:00 am to 6:00 pm Sunday (Victoria Day to Labour Day)</td>
</tr>
<tr>
<td>(Lot 3, Plan 7923 DL 2926 - Intersection of Bear</td>
<td>6:30 am to 10:30 am Wednesday</td>
</tr>
<tr>
<td>Lake Main and Westside Road)</td>
<td>Closed December 25 and January 1</td>
</tr>
<tr>
<td><strong>North Westside Waste Transfer and Recycling</strong></td>
<td>8:00 am to 12:00 pm Monday, Wednesday, Saturday and</td>
</tr>
<tr>
<td>Station (Sugarloaf Mountain/Whiteman Creek</td>
<td>Sunday and Sunday.</td>
</tr>
<tr>
<td>Forest Service Rd. 3.2 km past fire hall on Udell</td>
<td>Closed Easter Sunday, December 25 and 26, and January 1.</td>
</tr>
<tr>
<td>Road)</td>
<td></td>
</tr>
</tbody>
</table>
iii. **Waste Quantities:**
Waste quantities from each recycling depot and transfer station between 2012 and 2014 are provided in Table 3 below. The Regional District does not guarantee a minimum tonnage for each facility.

### Table 3: Waste Quantities 2012-2014:

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trader's Cove Transfer Station</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>45.5</td>
<td>90.9</td>
<td>30.4</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>2013</td>
<td>49.4</td>
<td>84.4</td>
<td>27.2</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>2014</td>
<td>39.2</td>
<td>85.5</td>
<td>12.7</td>
<td>11.0*</td>
<td>0.2/6*</td>
<td>0.2/21*</td>
<td>0.8/3*</td>
</tr>
<tr>
<td><strong>North Westside Transfer Station</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>138.9</td>
<td>215.9</td>
<td>72.5</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>2013</td>
<td>135.7</td>
<td>219.9</td>
<td>70.1</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>2014</td>
<td>141.6</td>
<td>214.4</td>
<td>29.8</td>
<td>27.5*</td>
<td>1.2/51*</td>
<td>0.4/55*</td>
<td>2.3/10*</td>
</tr>
<tr>
<td><strong>Westside Landfill Recycling Depot</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Glenmore Landfill Recycling Depot</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>n/a</td>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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2.2 Operating Requirements:

Contractors are responsible for operating and maintaining all aspects of the depots and transfer stations including any infrastructure that currently exists on each site (eg. fencing) with the exception of signage which will be the responsibility of the Regional District.

Contractors are not responsible for operating and maintaining any aspect of a partnering operation that may exist on the same site (eg. Glenmore Landfill, Westside Landfill and transfer station, Columbia Bottle Depot). Below is a list of specific operational requirements for the recycling depot and transfer stations. Each of these requirements must be addressed in your proposal (in Appendix E - Methodology Form).

.1 At all times the contractor must ensure recycling depots and transfer station sites and are clean, maintained and equipment is painted and safe for public use and that all WorkSafeBC requirements are followed.
.2 Contractor must provide reasonable shelter for employees.
.3 Contractor is responsible for all aspects of site maintenance including but not limited to fence maintenance, litter pickup, asphalt repairs, weeding, tree pruning, and dust control.
.4 On site snow removal. Contractors are not responsible for snow removal on the roads used to access the recycling depots and transfer stations.
.5 Waste disposed of immediately outside the facility during times when the facilities are closed is cleaned up and disposed of.
.6 Depots and transfer stations must be staffed when open and securely fenced and locked when closed.
.7 Contractor staff working at recycling depots and transfer stations will have a comprehensive understanding of what constitutes garbage, yard waste, and recyclables within the Regional District of Central Okanagan. Regional District of Central Okanagan staff will provide tutorials to contractor staff and ongoing educational resources to the successful contractor.
.8 Contractor staff will monitor all customer activity and direct customers on how and where to dispose of their waste. This includes turning away commercial customers and directing people where to dispose of materials on site but also where they can take materials off site that are not accepted at the Regional District’s recycling depots and transfer stations.
.9 Contractor will not place limits on the amount of recyclables delivered by customers to recycling depots or transfer stations.
.10 Contractor will work with Regional District staff to register new users solid waste transfer station users.
.11 Contractor will only permit transfer station users to dispose of two bags of garbage per week per household. Some discretion of the Contractor is necessary. If an individual doesn’t drop off any bags one week, they are allowed up to four bags the next week.
.12 Contractor will not allow containers to overflow and garbage, yard waste, and recyclables must always be kept in containers and not stored on the ground with the exception of extreme circumstances (e.g. severe snow storm).
.13 Garbage, yard waste and recyclables must always be maximized inside collection containers prior to transport. This should involve mechanized compaction as well as organizing container contents by hand where it is safe and possible to do so and where it is cost effective.
.14 Contractor is responsible for transporting all garbage and yard waste from the Solid Waste Transfer Stations to Glenmore Landfill. The Regional District of Central Okanagan will be billed directly from the City of Kelowna for tipping fees.
.15 Contractor will ensure that recycling depots and transfer stations operations and sites are acceptable to Multi Material British Columbia and/or their contractor responsible for transporting recyclables off site.
.16 Contractor is responsible for arranging collection and transport of recyclables with Multi Material British Columbia and completing all necessary administrative work associated with the transport of recyclables.
.17 Contractor will provide telephone and email contact information and respond to customer inquiries within 24 hours of receipt.
.18 Contractor personnel will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property.
.19 Contract will provide the following information for each illegal dump site
  a. Location.
  b. Hours required to cleanup and dispose of material.
  c. Brief description of type of material that was dumped at the site.
.20 Contractor is responsible for tracking and providing the following quarterly data
  a. Customer complaints from all facilities.
  b. Garbage tonnage from transfer stations.
  c. Yard waste tonnage from transfer stations.
  d. Recycling tonnages for paper products, comingled containers, glass, Styrofoam and plastic film from all facilities.

3. Co-ordination with Other Contractors:
   The Contractor will be required to co-ordinate with Multi-Material British Columbia during the work. The Regional District upon signing of an agreement with the selected proponent will provide the name and contact information of Multi-Material British Columbia.

B. MATERIAL DISCLOSURES
1. Business License: The successful proponent will be required to hold a valid business license from a community within the Regional District of Central Okanagan.
2. WorksafeBC: The successful proponent will be required to provide proof of good status with WorksafeBC prior to contract execution.
3. Insurance: The successful proponent will be required to hold the insurance policies detailed in the Form of Agreement for the duration of the work, or longer as specified.
4. The contract terms and conditions entered into with the successful proponent will be those contained in Appendix A - Form of Agreement. If the Proponent has any exceptions to the term and conditions contained in Appendix A, these should be detailed in the proposal as an additional Appendix.
C. RATED CRITERIA
The following is an overview of the categories and weighting for the rated criteria to be evaluated at Stage II of the RFP.

<table>
<thead>
<tr>
<th>Stage II Rated Criteria Category</th>
<th>Weighting %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing, as per Appendix C submission</td>
<td>50%</td>
</tr>
<tr>
<td>References and experience, as per Appendix D submission</td>
<td>20%</td>
</tr>
<tr>
<td>Methodology, as per Appendix E submission</td>
<td>25%</td>
</tr>
<tr>
<td>List of Subcontractors, as per Appendix F submission</td>
<td>5%</td>
</tr>
</tbody>
</table>