



# Sunshine Coast Regional District

# Request for Proposal

**Number: 2435501**

**for**

## **Residential Curbside Waste Collection**

**Issue Date:  
May 28, 2024**

**Closing Date of**

**June 25, 2024 at 3:00 PM local time**

**CONTACT:** All enquiries related to this Request for Proposal, including any requests for information and clarification, are to be submitted by June 10, 2024, and directed, in writing, to [purchasing@scrd.ca](mailto:purchasing@scrd.ca), who will respond if time permits with a Q&A on BC Bid by June 14, 2024. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

**DELIVERY OF PROPOSALS:** Proposals must be in English and must be submitted using one of the submission methods below, and must either **(1)** include a copy of this cover page that is signed by an authorized representative of the Proponent or **(2)** be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP.

**BC Bid Electronic Submission:** Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at <https://www.bcbid.gov.bc.ca/>). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as a signature.

**OR**

**Hard Copy Submission:** Proponents must submit **ONE (1)** hard-copies and **ONE (1)** electronic copy on a USB Drive of the proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

**Sunshine Coast Regional District  
1975 Field Road  
Sechelt, BC V7Z 0A8**

Regardless of submission method, proposals must be received before Closing Time to be considered.

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### **CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:**

The enclosed proposal is submitted in response to the referenced Request for Proposal, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposal;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

**PROONENT NAME (please print):** \_\_\_\_\_

**NAME OF AUTHORIZED REPRESENTATIVE (please print):** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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## 1. GENERAL TERMS & CONDITIONS

### 1.1 DEFINITIONS

Throughout this Request for Proposal, the following definitions apply:

**“Accepted Material”** means waste that is allowed to be disposed of in the specific waste stream. A non-exhaustive list can be found in the “What’s In” lists on [www.scrd.ca/curbside-food](http://www.scrd.ca/curbside-food) and [www.scrd.ca/curbside-garbage](http://www.scrd.ca/curbside-garbage) for food waste and garbage respectively. As disposal bylaws are updated, these lists may change at the Regional District’s discretion.

**“Addenda”** means all additional information regarding this RFP, including amendments to the RFP.

**“Approved Disposal Site”** means the Regional District approved disposal location for Collected Materials. Food Waste will be disposed of at the Regional Districts third party processor and Garbage has been approved to be disposed of at the Sechelt Landfill.

**“BC Bid”** means the BC Bid website located at <https://www.bcbid.gov.bc.ca/>.

**“Bear Resistant”** means a container or method of containment that is certified by IGBC (Interagency Grizzly Bear Committee) that discourages and prevents access by bears to a container’s contents and typically has a sturdy cover capable of being completely closed and secured with a locking device. Information is available here: <https://wildsafebc.com/programs/bear-resistant-bin-testing/>.

**“Bi-Weekly” or “Bi-Weekly Collection”** means the collection of the Collected Materials at a location one (1) day every two (2) weeks.

**“Closing Location”** includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable.

**“Closing Time”** means the closing time and date for this RFP as set out on the cover page of this RFP.

**“Collection Container”** means any Collection Container, container, cart, and any other approved method for use by the Regional Area to be used for household storage and set out for the Curbside Collection or Multi-family Collection of Waste.

**“Collected Materials” or “Waste”** are defined as Garbage and, Food Waste and Organics.

**“Collection Schedule”** means the collection calendar identifying the Scheduled Collection Days for Curbside Collection and Multi-family Collection prepared by the Contractor on an annual basis, in an electronic format approved by the Regional Area.

**“Contamination”** means waste that is placed in a Collection Container that does not meet the requirements for Accepted Materials for that waste stream. For food waste, contamination refers to items that are not compostable or would prevent composting and includes but is not limited to the “What’s Out” list provided at [www.scrd.ca/curbside-food](http://www.scrd.ca/curbside-food). For garbage, contamination refers to items prohibited from disposal in the Sechelt Landfill and includes but is not limited to the “What’s Out” list provided at [www.scrd.ca/curbside-garbage](http://www.scrd.ca/curbside-garbage).

**“Contract”** means the written agreement resulting from the RFP executed by the Regional District and the successful Proponent.

**“Contractor”** means the successful Proponent to the RFP who enters into a Contract with the Regional District.

**“Curb” or “Curbside”** means a location within one (1) meter of the Public Road or Private Road.

**“Curbside Collection”** means the collection of Waste from immediately adjacent to the edge of a road, street or lane adjacent to the property or grounds surrounding a Single-Family Dwelling.

**“Dwelling”** means on household or Dwelling.

**“Dwelling Unit Limit”** means one Dwelling unit is allowed one Collection Container of each service type per week of collection. The Service Area contains multiple properties that have more than one household unit, in the form of secondary Dwellings, basement suites or other. The Regional District maintains a list of these properties and if a property has two (2) or more approved Dwellings, the property would be eligible to put out as many Garbage or food waste Collection Containers as indicated by the number of household units.

**“Extra Garbage Stickers”** means a sticker purchased by the Resident from the Regional Area that can be affixed to a Garbage bag or container that meets the Container size limitations of the Contract and will be collected by the Contractor in excess of the maximum set out.

**“Food Waste and Organics and Organic”** means all in-in scope food waste including but not limited to food waste, soiled paper, including soiled cardboard pizza boxes and household plants and does not include yard waste.

**“Garbage”** means solid waste of a non-toxic nature generated by Residential premises from normal household use and capable of being contained in a Garbage can but does not include: recyclable materials under Extended Producer Responsibility Programs as defined by the BC Recycling Regulation; garden waste; commercial waste; industrial waste; institutional waste; demolition, construction & land clearing waste; hazardous (including pathogenic and radioactive\_wastes’ explosive substances; chemicals which may create hazardous working conditions; materials hot enough to start combustion; waste oil or petroleum by-products; waste paint; lumber’ stumps or timbers, fish feed bags, batteries’ household furniture, appliances, machinery, automobiles, automobile bodies or parts, or undigested septic sludge.

**“Missed Collection” or “Missed Resident”** means the failure of the Contractor to collect Waste that was set out by a Resident on the Resident’s Scheduled Collection Day by the appointed set out time.

**“Multi-Family Collection” or “Multi-Family Household”** means where Residents are expected to deliver Waste to central storage area accessible to all Residents from which collection occurs.

**“Must”, or “mandatory”** means a requirement that must be met in order for a proposal to receive consideration.

**“Private Road”** means a privately-owned and maintained way that allows for access by the Contractor’s service vehicle to provide Curbside Collection or Multi-family Collection.

**“Public Road”** means a public right-of-way used for public travel, including public alleys.

**“Proponent”** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP.

“**Proposal**” means a written response to the RFP that is submitted by a Proponent.

“**Resident**” or “**Customer**” means a Resident of Curbside Household or Multi-Family Household within the Service Area.

“**Request for Proposals**” or “**RFP**” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addenda.

“**Service Area**” means Electoral Areas: B - Halfmoon Bay, D – Roberts Creek, E – Elphinstone, F -West Howe Sound.

“**Statutory Holiday**” or “**Holiday**” means any of the following days: New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, or any other holiday prescribed by Federal or Provincial Regulation.

“**Start-up Kit**” means a promotional or educational packages as described in this request for proposal.

“**Should**”, “**may**” or “**weighted**” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

“**Single Family**” means Single Family detached Dwellings; each Dwelling unit of a duplex, triplex, townhouse, or row house development; mobile home; but does not include hotel, motel, apartment, resort, marina, or other commercial property as identified on the Assessment Roll.

“**SCRD**”, “**Regional District**”, “**Organization**”, “**we**”, “**us**”, and “**our**” mean Sunshine Coast Regional District.

“**Yard Waste**” means compostable yard or garden waste that originates from residential sources, grass clippings, leaves, tree trimmings, plant remains and stumps or branches less than 20 centimetres in diameter and less than 1 metre long, but does not include the following:

- (a) Rocks, stones, soil, or sod;
- (b) materials that originate from commercial operations, including land
- (c) development and landscaping services;
- (d) trees
- (e) plastics and synthetic fibres;
- (f) lumber;
- (g) any wood or tree limbs over 15 centimetres in diameter;
- (h) human or animal excrement or dead animals;

noxious weeds, soil contaminated with hazardous substances and other;

“**Weekly**” means the collection of the Collected Materials at a location one day every week.

“**Wildlife Resistant**” means a container with a device for securing and locking the lid, whose material and construction has been tested or otherwise approved by the British Columbia Conservation Foundation or similarly credited organization for use to prevent access by wildlife, but not bears.

## 1.2 FORM OF PROPOSAL

This Proposal must be completed in its entirety. Failure to properly complete this Proposal form may cause your Proposal to be rejected. The signing officer must initial all corrections. The Sunshine Coast Regional District (Regional District) reserves the right to permit a correction, clarification or amendment to the Proposal or to correct minor errors and irregularities.

## 1.3 SUBMISSION OF PROPOSAL

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions (BC Bid or email), the following applies:
  - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
  - (ii) The Regional District limits the maximum size of any single email message to 20MB or less.
  - (iii) Proponents should endeavour to submit emailed proposal submissions in a single message and avoid sending multiple email submissions for the same opportunity. If an electronic submission exceeds the applicable maximum single message size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity). Proponents should identify the order and number of emails making up the email proposal submission (e.g. “email 1 of 3, email 2 of 3...”);
  - (iv) For email proposal submissions sent through multiple emails, the Regional District reserves the right to seek clarification or reject the proposal if the Regional District is unable to determine what documents constitute the complete proposal;
  - (v) Attachments must not be compressed or encrypted, must not contain viruses or malware, must not be corrupted, and must be able to be opened using commonly available software (e.g. Adobe Acrobat). Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Regional District has no obligation to attempt to remedy any message or attachment that is received corrupted or cannot be viewed. The Regional District may reject proposals that are compressed encrypted, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) For BC Bid e-submissions only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.
- d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 1.6, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- e) The Regional District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission

of the complete proposal and any attachments before Closing Time.

- f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District Electronic Mail System or BC Bid.
- g) While the Regional District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Regional District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not successfully resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Regional District Contact immediately to arrange for an alternative submission method if:
  - (i) the Proponent's email proposal submission is rejected by the Regional District Electronic Mail System; or
  - (ii) the Proponent does not receive an automated response email from the Regional District confirming receipt of each and every message transmitted, within a half hour of transmission by the Proponent.

An alternate submission method may be made available, at the Regional District's discretion, immediately to arrange for an alternative submission method, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the Regional District before the Closing Time. The Regional District makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

#### **1.4 SIGNATURE REQUIRED**

Proposals must be properly signed by an officer, employee or agent having authority to bind the Proponent by that signature.

#### **1.5 CLARIFICATIONS, ADDENDA & MINOR IRREGULARITIES**

If any Proponent finds any inconsistencies, errors or omissions in the proposal documents or requires information, clarification of any provision contained therein, they shall submit their query in writing or email, addressed as follows:

Purchasing Division  
Sunshine Coast Regional District  
1975 Field Road, Sechelt, BC V7Z 0A8

[purchasing@scrd.ca](mailto:purchasing@scrd.ca)

Any interpretation of, addition to, deletions from or any corrections to the proposal documents will be issued as written addendum by the Regional District.

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC

Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

#### **1.6 WITHDRAWAL OR REVISIONS**

Proposals or revisions may be withdrawn by written notice provided such a notice of withdrawal is received prior to the closing date and time. Proposals withdrawn will be returned to the Proponent unopened. Revisions to the proposals already received shall be submitted only by electronic mail, or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusion of particular words.

#### **1.7 CONDUCT OF THE CONTRACT**

Unless otherwise specified within this document, any queries regarding this Request for Proposal are to be directed to [purchasing@scrd.ca](mailto:purchasing@scrd.ca). No other verbal or written instruction or information shall be relied upon by the Bidder, nor will they be binding upon the Regional District.

#### **1.8 CONFLICT OF INTEREST/NO LOBBYING**

- (a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Regional District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- (b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate, for this purpose directly or indirectly with any employee, contractor or representative of the Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disqualification of the Proponent.

#### **1.9 CONTRACT**

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District on substantially the same terms and Conditions set out in [www.scrd.ca/bid](http://www.scrd.ca/bid) and such other terms and conditions to be finalized to the satisfaction of the Regional District, if applicable.

#### **1.10 SUSTAINABLE PROCUREMENT**

The Regional District adheres to its sustainable consideration factors. Proposals will be considered not only on the total cost

of services, but Proposals that addresses the environment and social factors.

### **1.11 INVOICING AND PAYMENT**

Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later. Original invoices are to be forwarded to the accounts payable department of the Regional District. The purchase order number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.

### **1.12 PRICING, CURRENCY AND TAXES**

Offered prices are to be attached as a price schedule in Canadian dollars with taxes stated separately when applicable.

### **1.13 IRREVOCABLE OFFER**

This Proposal must be irrevocable for 90 days from the Proposal closing date and time.

### **1.14 TIME IS OF THE ESSENCE**

Time shall be of the essence in this contract.

### **1.15 ASSIGNMENT**

The Proponent will not, without written consent of the Regional District, assign or transfer this contract or any part thereof.

### **1.16 OWNERSHIP OF DOCUMENTS & FREEDOM OF INFORMATION**

All documents submitted in response to this Request for Proposal shall become the property of the Regional District and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act.

The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the Regional District may disclose the top scoring proponent's aggregate pricing to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract.

For more information on the application of the Act, go to [http://www.cio.gov.bc.ca/cio/priv\\_leg/index.page](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).

### **1.17 AWARD OF CONTRACT**

The Purchasing Policy at the Regional District offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional District will receive the best overall value for the goods and services it requires. The Regional District reserves the right to cancel, award all or part of the scope of work described in this document to a single Proponent or may split the award with multiple Proponents.

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Proponent, may in its sole discretion consider the Proponent to have accepted the terms

and conditions herein, except those expressly excluded or changed by the Proponent in writing.

The RFP shall not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Regional District in any way to award a contract and that no legal relationship or obligation regarding the procurement of any good or service will be created between Regional District and the proponent unless and until Regional District and the proponent execute a written agreement for the Deliverables.

### **1.18 COST OF PROPOSAL**

The Proponent acknowledges and agrees that the Regional District will not be responsible for any costs, expenses, losses, damage or liability incurred by the Proponent as a result of or arising out submitting a Proposal for the proposed contract or the Regional District's acceptance or non-acceptance of their proposal. Further, except as expressly and specifically permitted herein, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

### **1.19 PROPONENT'S RESPONSIBILITY**

It is the Proponent's responsibility to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call on its own initiative. The Regional District reserves the right to share, with all proponents, all questions and answers related to this bid call.

### **1.20 EVALUATIONS**

Proposals will be evaluated in private, including proposals that were opened and read in public, if applicable. Proposals will be assessed in accordance with the evaluation criteria.

If only one Proposal is received, the Regional District reserves the right to open the Proposal in private or if the total bid price exceeds the estimated budget for the Contract, the Regional District may cancel and re-tender, accept, not accept and cancel or re-scope the Work seeking a better response, with or without any substantive changes being made to the solicitation documents. If more than one Proposal is received from the same Proponent, the last Proposal received, as determined by the Regional District, will be the only Proposal considered.

### **1.21 ACCEPTANCE OF TERMS**

The submission of the Proposal constitutes the agreement of the Proponent that all of the terms and conditions of the RFP are accepted by the Proponent and incorporated in its Proposal, except those conditions and provisions which are expressly excluded and clearly stated as excluded by the Proponent's proposal.

### **1.22 MANDATORY REQUIREMENTS**

Proposals not clearly demonstrating that they meet the mandatory requirements will receive no further consideration during the evaluation process.

### **1.23 INSURANCE & WCB**

The Proponent shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District Listed as "Additional Insured" the minimum limits of not less than those stated below:

- (a) Commercial General Liability – not less than \$5,000,000 per occurrence
- (b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$5,000,000 per accident from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Work.
- (c) Complete operations coverage on all risk occurrence basis up to \$5,000,000 inclusive against liability for bodily injury, death and / or damage to property or others arising out of the existence of any condition in the work.
- (d) A provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any contract entered into from this process.

### **1.24 COLLUSION**

Except otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Proponent has or will have any interest or share in this proposal or in the proposal contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with proposals submitted for this project and the Proponent has no knowledge of the context of other proposals and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

### **1.25 CONFLICT OF INTEREST**

Proponents shall disclose in its Proposal any actual or potential conflict of interest and existing business relationship it may have with the Regional District, its elected or appointed officials or employees.

### **1.26 LIABILITY FOR ERRORS**

While the Regional District has used considerable efforts to ensure an acute representation of information in these bid documents, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District nor is it necessarily comprehensive or exhaustive.

### **1.27 TRADE AGREEMENTS**

This RFP is covered by trade agreements between the Regional District and other jurisdictions, including the following:

- a) Canadian Free Trade Agreement; and
- b) New West Partnership Trade Agreement.

### **1.28 LAW**

This contract and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

### **1.29 REPRISAL CLAUSE**

Tenders will not be accepted by the Regional District from any person, corporation, or other legal entity (the "Party") if the Party, or any officer or director of a corporate Party, is, or has been within a period of two years prior to the tender closing date, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to, the Regional District; and any such Party is not eligible to submit a tender.

### **1.30 FORCE MAJEURE (ACT OF GOD)**

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event. The Regional District may terminate the Contract by notice if the event lasts for longer than 30 days.

### **1.31 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 Regional District. The confidentiality of such information will be maintained by Regional District, except the total proposed value, which must be publicly released for all proposals, or otherwise required by the Freedom of Information and Protection of Privacy Act ("FOIPPA"), law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Regional District to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **1.32 DISPUTE RESOLUTION**

All unresolved disputes arising out of or in connection with this Proposal or in respect of any contractual relationship associated therewith or derived therewith shall be referred to and finally resolved by arbitration as prescribed by Mediate BC services pursuant to its rules, unless otherwise mutually agreed between the parties.

### **1.33 DEBRIEFING**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Regional District.

## 2. INTRODUCTION

### 2.1 Purpose

The purpose of this RFP is to invite competitive Proposals from which the Regional District can select a qualified service provider (“Contractor”), or qualified Contractor(s), to provide Residential Curbside Collection and transportation services to the Approved Disposal Sites from Single Family and Multi-Family Residences on the Sunshine Coast in the Regional District’s Service Area. The Regional District Service Area comprises of the following electoral areas:

- Electoral Area B – Halfmoon Bay.
- Electoral Area D – Roberts Creek.
- Electoral Area E – Elphinstone.
- Electoral Area F – West Howe Sound.

The Regional District is seeking:

- Residential Curbside Collection services for Garbage and Food Waste and Organics.
- Collection Container services which include purchase options, distribution, and maintenance of all Collection Containers.
- Exploring enhancements to Curbside Collection service in support of the Regional District Board [2023-2027 Strategic Plan](#) and [2018 Regional Organics Diversion Strategy](#).

## 3. SITUATION/OVERVIEW

### 3.1 Background

#### 3.1.1 Project Objective

The Regional District is interested in continuing to provide similar services as noted in the Current Practice section 3.1.2 below as well as, the possibility to enhance the program and consider opportunities for increased diversion, cost reductions, and enhanced services for Curbside Collection. Possible enhancements to service are Optional and are subject to Regional District Board approval for revisions to the program.

Our overall objective is to provide efficient and effective Curbside Collection services that encourages waste reduction and diversion in support of the 2018 Regional Organics Diversion Strategy, which includes a regional disposal ban for food waste, and the Regional District Board 2023-2027 [Strategic Plan’s Solid Waste Solutions Focus Area](#), the Regional District is exploring options to enhance diversion and looking for ways to reduce costs.

The Regional District currently has two (2) contracts in place, one (1) for food waste collection and one (1) for garbage collection. Through this Request for Proposal process the Regional District will be streamlining the services into one (1) agreement with a chosen Contractor based on timelines outlined in the subsequent sections.

#### 3.1.2 Current Practice

The Regional District has retained the services of Waste Management Canada (current service provider) in 2018 to provide Residential Curbside Collection services for Garbage and in 2020



for Food Waste and Organics. The program currently includes the supply, delivery and maintenance of Collection Containers (Food Waste only), manual collection of Garbage and Food Waste and Organics collection for approximately 6,101 single-family Dwellings, secondary suites and mobile homes and two (2) Multi-Family Households. Some properties have more than one (1) Dwelling and the current service provider ensures that Dwelling unit limit is adhered to for each property as outlined in the service listing.

Details about the current services can be found below:

- a) Curbside Garbage Collection:
  - i. Each Dwelling receives Curbside Collection of Garbage from one (1) Resident supplied and owned 77L Garbage container on a Bi-Weekly Collection schedule. Note: some Residents have Resident supplied Collection Containers that are larger than 77L for Garbage (estimated 120L), but their containers are required to be within the 20kg/44lbs Collection Container weight limit (Collection Container and waste) and are advised to only fill Collection Containers to two-thirds full.
  - ii. The Garbage that is collected is transported to the Approved Disposal Site for disposal.
- b) Extra Garbage Stickers:
  - i. The Regional District and the current service provider currently allows Residents to purchase Extra Garbage Stickers that allow for one (1) additional Collection Container to be put out for Curbside Collection in addition to their one (1) Collection Container per Dwelling Unit Limit, for every Extra Garbage Sticker used. The cost to purchase the Extra Garbage Sticker is currently \$2.50 per sticker.
  - ii. The Regional District purchases Extra Garbage Tags from the current service provider and resells them to the Residents at the Regional District head office and at pre-approved businesses. No additional mark-up is allowed.
  - iii. The current service provider honours any pre-existing Extra Garbage Stickers currently in circulation with Residents.
- c) Curbside Food Waste and Organics Collection:
  - i. Note this service is under contract with the current service provider until September 30, 2025 and will have a delayed start as part of this Request for Proposal.
  - ii. Each Dwelling receives manual Food Waste and Organic Curbside Collection service from one (1) supplied 45L green Collection Container serviced Weekly. Note: Extra Food Waste and Organics can be placed in a second container of a similar size at no extra charge to prevent overloading the weight of the Collection Containers. Note: some Residents may set out Food Waste and Organics in containers other than the 45L Regional District approved Collection Containers, such as a kitchen catcher sized container.
  - iii. Food Waste and Organics are collected as part of the service and is transported to the Approved Disposal Site which is currently Salish Soils Inc. located at 5646 Schetxwen Road, Sechelt for processing.
  - iv. Residents are allowed to use Biodegradable Product Institute (BPI) certified compostable plastic Collection Container liners for containing Food Waste and Organics within their Collection Container.
- d) Food Waste and Organics and Organic Collection Containers:

- i. The current service provider supplies, delivers, and maintains the 45L service Collection Containers. The Collection Containers have a locking mechanism (latch) that is Wildlife Resistant but is not Bear Resistant.
  - ii. The current Collection Container is manufactured by IPL, model 45L Grün Collection Container with a “MantisWay” lid locking mechanism.
  - iii. The Regional District:
    - Purchased from the current service provider an inventory of 45L Collection Containers for Food Waste and Organics designed for manual collection.
    - Currently owns a small inventory of 45L Food Waste and Organic Containers.
- e) Multi-Family Household Resident Garbage Collection:
  - i. There are currently two (2) Multi-Family Households where Garbage is collected in a communal front end loaded Collection Containers at each site and the site is serviced Weekly.
    - Roberts Creek Co-housing (31 units) located at 1131 Emery Road has one (1) three (3) or four (4) yard Collection Container.
    - Secret Cove Townhomes (30 units) located at 10163 Mercer Road has one (1) three (3) or (4) yard Collection Container.
  - ii. The Multi-Family Collection Containers are currently owned and maintained by the current service provider.
  - iii. There is an existing space on site for holding the Collection Containers, the area is enclosed but is not 100% Wildlife Resistant or Bear Resistant.
  - iv. The Garbage collected is transported to the Approved Disposal Site for processing.
- f) Multi-Family Residential Household Food Waste and Organics Collection:
  - i. Note this service is under contract with the current service provider until September 30, 2025, and will have a delayed start as part of this Request for Proposal.
  - ii. There are currently two (2) Multi-Family Households that have Food Waste and Organics in a communal front end loaded Collection Container at each site and the site is services Weekly.
    - Roberts Creek Co-housing (31 units) located at 1131 Emery Road has one 64-gallon Collection Container.
    - Secret Cove Townhomes (30 units) located at 10163 Mercer Road has one (1) 64-gallon Collection Container.
  - iii. The Collection Containers are currently owned and maintained by the current service provider.
  - iv. The current service provider currently replaces any Collection Container liners after each service is completed.
  - v. There is an existing space on site for holding the Collection Containers, the area is enclosed but is not 100% Wildlife Resistant or Bear Resistant.
  - vi. Food Waste and Organics are collected as part of this service is transported to the Approved Disposal Site at 5646 Schetxwen Road, Sechelt for processing.
- g) Rest Stop Garbage Collection:
  - i. Two (2) Garbage Collection Containers located at a rest stop within the Service Area located at 49°25'33.1"N 123°30'28.3"W that have Bi-Weekly Collection service.
  - ii. The current service provider provides and replaces the bags in the roadside Garbage Collection Containers.
  - iii. The Garbage collected is transported to the Approved Disposal Site for disposal.
- h) Collection Schedule:

- i. Collection occurs from Tuesday to Friday. The Collection Schedule and current Service Areas can be found at [www.scrd.ca/curbside-schedule](http://www.scrd.ca/curbside-schedule).
- i) Contamination Monitoring and Enforcement:
  - i. The current service provider will not pick up the Collection Containers if the materials set out are not in compliance, they will affix an “Oops” style sticker to the Collection Container.
  - ii. The Regional District has approved the stickers for use under the program.
  - iii. The current service provider is responsible for supplying all stickers and tracking addresses to allow for follow-up for repeat contaminators.
- j) Wildlife:
  - i. Residents currently are required to place their Collection Containers out at 8:00 am and bring them back in after service is complete as per [Waste Collection Bylaw 431](#).
  - ii. The Regional District could partner with a WildSafeBC Community Coordinator as a source of education for Residents. The Regional District’s participation in the WildSafeBC program can vary from year to year, depending on funding.
  - iii. The WildSafeBC Community Coordinator, when available, provides information to Residents and will conduct Collection Container tagging campaigns for Collection Containers that are placed out early to inform Residents that this is not a best practice.

### **3.1.3 Program Information**

It should be noted that the Regional District is also undergoing a Solid Waste Management Plan update that may or may not impact this service in future. The Regional District may reduce or increase service levels dependant on the outcome of the Solid Waste Management Plan update.

### **3.1.4 Historic Volumes**

In 2023, the Regional District collected 817 tonnes of Garbage through this service and the Garbage was transported to the Sechelt Landfill for disposal and 609 tonnes of Food Waste and Organics was collected and transported to Salish Soils Inc. for composting.

## **3.2 Project Objectives**

The Regional Districts overall project objectives consists of:

- Selecting a qualified Contractor to perform Curbside Collection in a professional and cost-effective manner.
- Accommodating the current level of waste generation, allowing for future population growth as well as future economic and environmental goals.
- Maintaining Collection Container services that provide accountability for Residents and cost-effective inventory management.
- Encouraging Residents to recycle, use the Food Waste and Organics collection service, and reduce the amount of Garbage waste disposed of.

## **3.3 Scope of Work**

- a) Garbage Collection:

The Contractor will:

- i. Provide Bi-Weekly Collection of Garbage Curbside Collection services for each Single-Family Dwelling from one (1) Resident supplied 77L Garbage container or larger, such that the Collection Container weight does not exceed 20kg/44lbs (Collection Container and waste).
- ii. Follow the per property Dwelling unit limit for properties with multiple dwellings, as determined by the Regional District.
- iii. Accept extra waste set out if resident has affixed an Extra Garbage Stickers to put out up to one (1) additional Collection Container or bag of Garbage. These Extra Garbage Stickers will be removed after each service.
- iv. Be required to provide manual collection and may propose a transition to semi-automated or automated services:
  - Depending on the agreed upon service level outlined in item i. they may be required to manage waste Collection Containers and perform maintenance.
  - The change of service levels from manual to semi or automated pick ups will be subject to Regional District approval.
- v. Collect the Garbage and transport it to an Approved Disposal Site for processing.
- vi. Respectfully handle Collection Containers so as not to cause excessive damage and will return the Container to the Residents property in a similar state in which it was set out.

b) Extra Garbage Stickers:

The Contractor:

- i. May provide and sell Extra Garbage Sticker to the Residents of the Sunshine Coast at a fixed price for Garbage disposal that is in excess of their one (1) included Collection Container.  
If the Contractor decides to sell Extra Garbage Tags they will:
  - Sell the Extra Garbage Tags to the Residents at a fixed fee (that is subject to approval from the Regional District Board).
  - Be responsible for the supply and design of the Extra Garbage Tags; the design will be subject to the Regional District approval.
  - Be responsible for reporting to the Regional District the number of Extra Garbage Tags sold.
- ii. Will provide Extra Garbage Stickers for the Regional District to purchase and resell at Regional District pre-approved locations.

c) Food Waste and Organics Collection:

The Contractor:

- i. Will provide each Dwelling in the Service Area Food Waste and Organics Curbside Collection services from one (1) Collection Container Weekly.
- ii. Will allow Residents to place out a second container of a similar or smaller size at no additional charge.
- iii. Will distribute any existing Collection Containers, which may be replaced with the Contractor's chosen Collection Container as the existing inventory runs out unless otherwise agreed upon and the services are changing to semi-automated or fully automated collection.

- iv. May allow Residents to set out Food Waste and Organics containers other than the supplied Collection Containers. If the Contractor is not allowing alternative Collection Containers, the Contractor will be required to provide a transition period for the Residents subject to the approval of a Transition Plan by the Region District.
- v. Will allow Residents to use Biodegradable Product Institute (BPI) certified compostable plastic Collection Container liners for containing Food Waste and Organics within their Collection Containers.
- vi. Will be required to provide manual collection services and may propose a transition to optional semi automated or automated collection services.
  - The change of service levels from manual to semi or automated pick ups will be subject to Regional District approval.
  - If approved by the Regional District, the implementation of the change of service levels from manual to semi or automated pick ups will be subject to a Transition Plan to be approved by the Regional District.
- vii. Will be required to provide container options for the Regional District to purchase, inventory containers, store containers on behalf of the Regional District, distribute, and maintain the Collection Containers.
- viii. Must utilize the existing inventory of Collection Containers prior to replacing the Collection Containers.
- ix. Food Waste and Organics collected as part of this service is transported to the Approved Disposal Site for processing.
- x. Respectfully handle Collection Containers so as not to cause excessive damage and will return the Container to the Residents property in a similar state in which it was set out.

d) Collection Containers:

The Contractor:

- i. Will provide purchasing options in the form of a quote for Collection Containers that are durable, commercial grade or equivalent and are meant for residential curbside collection services at the sole discretion of the Regional District.
- ii. Will ensure that any proposed Collection Containers, at a minimum, will have a locking mechanism and suitable construction that is Wildlife Resistant.
- iii. Will maintain all required electronic data for Collection Container tracking in a file format compatible with the Regional District's geographic information system.
- iv. Ensure that the Collection Container Tracking Logs per item iii. above will be kept up to date with new eligible Dwellings that have been added to the service.
- v. May provide purchase options, storage, and delivery of any new or replacement Garbage Collection Containers if they choose to automate or semi automate the services. Any changes to the program will be subject to Regional District approval. Otherwise, Resident owned containers will be maintained by the Resident and the Contractor will treat Resident owned containers with due care so as to prevent damage.

The Regional District will:

- i. Prefer to retain ownership of the Collection Containers unless the Collection Containers are owned and maintained by Residents (e.g. manual Garbage Collection Containers) or ownership is otherwise agreed upon.

- ii. Consider alternative Collection Containers (size, type, semi automated, automated) as long as the Collection Containers meet or are similar to the existing capacity for Food Waste and Organics and Garbage.

e) Multi-Family Household Garbage Collection:

The Contractor will:

- i. Provide Garbage collection services in a communal Collection Container for the Multi-Family Households on a Weekly Collection Schedule.
- ii. Own, maintain, distribute and clean the Multi-Family Household Collection Containers for Garbage.
- iii. Ensure that the Collection Containers fit into the designated space on site.
- iv. Provide Collection Containers that are in alignment with best practices for mitigating wildlife interactions, including the use of metal lids and locking mechanisms.
- v. Transport the collected Garbage to the Approved Disposal Site.

f) Multi-Family Household Food Waste and Organics Collection

The Contractor will:

- i. Collect Food Waste and Organics from Multi-Family Households Weekly.
- ii. Own, maintain, distribute and clean the Multi-Family Household Food Waste and Organics Collection Containers.
- iii. Ensure that the Collection Containers fit into the designated space on site.
- iv. Provide Collection Containers that are in alignment with best practices for mitigating wildlife interactions, including Wildlife Resistant materials and locking mechanisms.
- v. Ensure that while servicing the Multi-Family Household Food Waste and Organics Collection Containers they will replace the compostable bag liner after each service.
- vi. Will transport the Food Waste and Organics collected as part of this service to the Approved Disposal Site.

The Contractor may:

- i. Be required to wash the Collection Containers as and when required and on a quarterly basis.

g) Rest Stop Garbage Collection:

The Contractor will:

- i. Service two (2) rest stop Garbage Collection Containers at the top of the bypass, this will include servicing on a predetermined schedule.
- ii. Remove the Garbage liner bags and replace the Collection Container liner bag with a new liner bag.
- iii. Purchase and stock replacement liner bags.
- iv. Transport the Garbage to the Approved Disposal Site for processing.

h) Collection Schedule:

The Regional District would prefer to maintain the same designated Collection Schedule days but would be willing to consider changes to the Collection Schedule if it provided more efficient service than the current design.

The Contractor:

- i. Will be responsible for maintaining and adhering to their Collection Schedule.
- ii. Will review the Collection Schedule three (3) months prior to the end of the calendar year to determine if any changes are required, including adjustments for Statutory Holidays, if any changes are required, they will take effect on January 1st of the new calendar year and will be subject to approval from the Regional District.
- iii. Will notify the Regional District and Residents in advance of any changes to the Collection Schedule.
- iv. Will notify any approved route changes in the local newspaper at a minimum 4 weeks in advance.
- v. May propose alternative collection locations for the Regional Districts approval if there is no accessible road or street adjacent to a dwelling. The Contractor will be responsible for providing the Resident notification of the alternative service location if approved by the Regional District.

i) Contamination Monitoring and Enforcement:

The Contractor will:

- i. Review, update, and revise the Contamination Monitoring and Enforcement Plan annually or as needed.
- ii. Be required to enforce contamination in the Collection Containers, if any material is not in compliance with [Waste Collection Bylaw 431](#) and [Sanitary Landfill Bylaw 405](#).
- iii. The Contractor will refuse to collect a Collection Container containing contaminated waste and affix communication to the Resident on why it was not accepted.
- iv. Be required to inform Residents of the consequences of ongoing contamination issues.
- v. Engage and enforce any and all contamination monitoring and enforcement protocols.
- vi. Seek approval from the Regional District for any “stickers” or other reference materials.
- vii. Be responsible for supplying, tracking, and providing real time reporting to the Regional District on any repeat contaminators when requested.

j) Customer Service

The Contractor will:

- i. Provide qualified and trained staff to provide customer service to the Residents and the Regional District.

- ii. Provide all customer service functions such as fielding Resident calls for Missed Collection, service interruptions, property damage and other service requests. Residents should receive a response within 24 hours or as soon as possible.
- iii. Provide Residents with multiple communication methods (e.g. phone number and email) to reach the Contractor.
- iv. Upon request, provide a copy of the Customer Service Plan to the Regional District within 15 days.
- v. Inform Residents of current services (e.g. Collection Schedule, service cancellations and revisions, etc.).
- vi. Process all new Resident service request and cancellations from the Regional District, which is expected to be provided on a weekly basis.
- vii. Will provide Residents with new Collection Container and Start-up Kits as requested by the Regional District for any replacement, new, or damaged Collection Containers. Unless it is a new service start, the Contractor may check if the Resident requires a Start-Up Kit or may offer just a collection calendar.
- viii. Resolve complaints within a reasonable period of time, with at a minimum acknowledgment to a resident in no more than 24 hours. If complaints are not resolved within a reasonable period of time, the complaints will be escalated using the Contractors complaint protocol as outlined in their Customer Service Plan.
- ix. Monitor and report on the quality of their customer service levels to determine overall stratification with the services.

k) Safety Plan:

The Contractor will:

- i. Review, update, and revise their Safety Plan annually or as needed.
- ii. Upon request, provide a copy of their current Safety Plan, and any other safety related documentation (e.g. incident or inspection reports) to the Regional District within 15 days.
- iii. Implement and abide by their Safety Plan.

l) Business Continuity & Equipment Maintenance Plans:

The Contractor will:

- i. Review, update, and revise their Business Continuity Plan which will include employee retention and hiring strategies and Equipment Maintenance Plan annually or as needed.
- ii. Upon request, provide a copy of their current Business Continuity Plan or the current Equipment Maintenance Plan to the Regional District within 15 days.
- iii. Follow and maintain their Business Continuity Plan to ensure that service level requirements can be met and there are no service interruptions. The plan will include the following factors:
  - Inclement weather delays.
  - Road closures.
  - Equipment breakdown.
  - Labour disputes.



- Staffing shortages.
- Changes to the amount of waste material received.

m) Property:

The Contractor will:

- i. Take particular care to ensure the safety of children, employees, and the general public while carrying out the Work.
- ii. Protect the Regional District's, Resident's, and any adjacent properties and equipment from damage that may arise as the result of the performance of the Work.
- iii. Be responsible for any damaged property and equipment. Any damaged property and equipment will be repaired or replaced by the Contractor at the Contractors' expense to at least the condition it was in prior to such damage. If damage is sustained to a Resident's property, at the sole discretion of the Resident, the Contractor may negotiate a monetary settlement with the Resident instead of repairing or replacing the damaged property.

n) Transition Plan:

Should the Regional District opt for semi-automated or fully automated Curbside Collection services the Contractor will:

- i. Develop and provide a Transition Plan for changing the services, including but not limited to: timelines regarding procurement and delivery of containers, and a comprehensive Communications Plan for communicating the changes with Residents.

## 4. CONTRACT

### 4.1 General Contract Terms and Conditions

Proponents should carefully review the terms and conditions set out in the General Service Contract, including the Schedules. The General Contract terms can be found at: Information about our General Service Terms and Conditions can be found at [www.scrd.ca/bid](http://www.scrd.ca/bid).

### 4.2 Term

The term of the agreement will be for a three (3) year period with the option to extend up to two (2) additional two (2) year terms at the sole discretion of the Regional District.

The Garbage Curbside Container Collection Services will commence after the execution of a written contract in alignment with the commencement date.

The Food Waste and Organics Container Collection Services will commence on October 1, 2025 and end at the same time as Garbage Curbside Container Collection Services end date, as per the term of the agreement.

### **4.3 Service Requirements**

The Contractor's responsibilities will include at a minimum:

- a) Provision of Curbside Collection services on a Bi-Weekly Collection Schedule for Single Family Dwellings and Weekly for Multi-Family Households.
- b) Curbside Collection of Food Waste and Organics Weekly for Single Family Dwellings and Multi-Family Households.
- c) Delivery of collected Garbage and Food Waste and Organics at the Approved Disposal Site on the same day it is collected to assist with the tracking of tonnages by Service Area.
- d) Provision of accurate reporting of all program data, including material weights collected, invoicing, and greenhouse gas reporting.
- e) Program management and customer service, including Resident enquiries by phone and email, and optionally Extra Garbage Stickers sales.
- f) Participation in public education and awareness campaigns, such as, sharing messaging with community on public facing platforms and when providing Customer Service.
- g) Monitoring and enforcement of Collection Containers for compliance and contamination of accepted Food Waste and Organics, Garbage, and other materials.
- h) Servicing of two (2) Garbage Collection Containers at a rest stop on a pre-determined collection schedule.
- i) Maintain efficient communication between Key Personnel or their appointed substitutes with appointed Regional District Staff.
- j) Provide a Transition Plan prior to any changes of service, if providing an option to change from the current service model. Will require the Regional District's written approval before proceeding.
- k) Within fifteen days of receipt of a written request provide the Regional District with a current copy of the Contractors:
  - o Contamination Monitoring and Enforcement Plan.
  - o Customer Service Plan.
  - o Safety Plan.
  - o Business Continuity Plan.
  - o Employee Engagement and Retention Plan.
  - o Equipment Maintenance Plan.
- l) Honour any Extra Garbage Stickers currently in circulation for Regional District curbside collection and will not accept any from other municipalities for Regional District Residential Curbside Garage Collection.

### **4.4 Environmental Requirements**

The Contractor will:

- a) Be required to perform the work to meet any and all environmental requirements.
- b) Ensure that all trucks and equipment maintain a spill and litter collection kit.
- c) Ensure that all staff are trained on mitigating spills or litter at all points where the services are provided.
- d) If any environmental contamination occurs will have the staff immediately resolve the issue and/or report it to appropriate regulating authority and the Regional District.

## **4.5 Performance, Performance Bond and Liquidated Damages**

### **4.5.1 Performance**

The Contractor will ensure that the services are provided on a consistent basis without interruption. The Contractor will make any and all arrangements as necessary to perform the work to directly fulfill its obligations.

The Contractor will ensure that waste collection services are completed on time, if there is a missed service due to the results of a driver error the Contractor will rectify the situation immediately, the Resident's Collection Container will be picked up the following business day.

### **4.5.2 Performance Bond**

The Contractor will provide the Regional District one (1) of the following within 15 days of written notice of award.

- a) A Performance Bond in the amount of 50% of the contract price for one (1) year including GST. The Performance Bond will be issued by a surety licensed to carry on the business of suretyship in the province of British Columbia and in a form acceptable to the Regional District. If the Contractor chooses to submit an E-bond the bond will need to be verifiable, containing a digital signature, digital corporate seal and a verification tag or a to check that the bond document has not been altered.
- b) A Bank Draft, in the amount of 50% of the total contract price for one (1) year including GST, that will be returned to the Contractor within 30 days after the expiration of the contract.
- c) A Letter of Credit, in the amount of 50% of the total contract price for one (1) year including GST without a termination date. The Regional District will issue notice of the release of the letter of credit to the financial institution within 30 days after the expiration of the contract.

### **4.5.3 Liquidated Damages**

If the Contractor fails to carry out the Work in accordance with the Agreement to the Regional District's satisfaction, within the specified times, the Contractor shall pay the Regional District sum of \$ 4,100 (FOUR THOUSAND ONE HUNDRED DOLLARS) for each and every collection day and route that the work is not carried out in accordance with the Contractor within the specified times, such amount having been fixed by the parties as an estimate of the losses which the Regional District will suffer by reason of delay in performance of the Work, and the Regional District may deduct the amount of such liquidated damages from any amount payable to the Contractor by the Regional District.

## **4.6 Reporting**

The Contractor will be required to provide the Regional District with the following reports on a monthly or quarterly basis as indicated below and no later than the 15th of the month following the services:

- a) Invoicing, this will include but is not limited to:
  - o Appropriate date for one month of service.

- Be received on a monthly basis by the Regional District by the 15<sup>th</sup> of the following month.
  - Include current house count being charged.
  - Must include the PO assigned by the Regional District on each and every invoice.
  - Associated tonnages for services completed in that month of service.
  - Must separate curbside collection from multi-family collection and rest stop garbage collection on each monthly invoice.
  - Should combine garbage and food waste collection, once food waste has started, on each monthly invoice.
- b) Greenhouse Gas Reporting, this will include but is not limited to:
- In a format approved by the Regional District.
  - Each entry must be for one vehicle and will include:
    - Date of service.
    - Route being serviced.
    - Volume of fuel (type of fuel can be provided once at the beginning of the report, unless this changes).
  - Provided on a quarterly basis.
- c) Customer Service Reporting: this will include but is not limited to:
- Provision of a report on a monthly basis that provides details about the number of customer service incidents received, the report should include date received, Residents address (if applicable), complaint or comment, resolution status, date completed.
  - The report will be provided to the Regional District in an electronic format acceptable to the Regional District.
- d) Distribution of Collection Containers, this will include but is not limited to:
- Provision of a report on a quarterly basis that provides details about the number of Collection Containers distributed, the location, type of container, and any other information pertinent to the Regional District to track the distribution of the Collection Containers.
  - The report will be provided to the Regional District in an electronic format acceptable to the Regional District.
- e) Extra Garbage Stickers, if proposing to sell them, this will include but is not limited to:
- Provision of an annual report and at the end of the Contract, the number of Extra Garbage Stickers that were sold.

#### **4.7 Collection Container Ownership and Maintenance**

The Contractor will arrange purchasing options in the form of a quote, receive inventory, deliver Collection Containers to Residents, store Collection Containers, and maintain Collection Containers. The Regional District will purchase Collection Containers directly from the proposed manufacturer at the price negotiated by the Contractor and provided in their proposal. The Regional District will be the sole owner of the Single-Family Collection Containers.

The Contractor will arrange for the purchase, delivery, storage, maintenance, and distribution of all Multi-Family Collection Containers provided. The Contractor will be sole owner of the Multi-Family Collection Containers.

## 5. REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

This section includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Regional District’s expectations.

Please address each of the following items in your proposal in the order presented.

### 5.1 Capabilities

#### 5.1.1 Corporate Information

Proponent should provide details on:

- The size and scope of the Proponent’s operations.
- Legal address of the location where the fleet will be stored and term of lease or confirmation if owned.
- The size of its current collection fleet, in British Columbia, Canada, and internationally (as applicable).
- Corporate structure, history, and background.

#### 5.1.2 Qualifications & Training

Proponents need to provide a list of qualifications their employees have:

- A valid class three (3) license or higher and appropriate for the type of service vehicle.
- Clean or excellent drivers abstract.
- Other.

Proponents should provide a summary of details about any in house or third-party training programs their staff undergo to perform the services associated with this Proposal, this should include a short description, the employee’s name and when the training was undertaken.

#### 5.1.3 Key Personnel and Employees

Proponents need to provide a list of key personnel (e.g. driver supervisor, office manager and other) that will be used while performing the services, the Proponent should provide:

- A detailed resume of each key personnel, including a summary of prior experience completing similar services.
- A table clarifying the roles and responsibilities of each key person.

Proponent needs to provide summarized details on their employee engagement and retention mitigation strategy that provides details on how they plan to attract and maintain staff levels.

#### **5.1.4 Operational Experience**

Proponents should provide evidence of previous successful performance in comparable work, including value magnitude and scope of past and current contracts. Similar services are defined as:

- Manual Residential Curbside Collection for 5,000 plus Residents.
- Multi-Family Household Collection Services.
- Distribution and maintenance of Collection Containers to Residents and Multi-Family Household units.

Proponents need to specify if they have experience working with municipalities, other government organizations, or private Curbside Collection services. Experience with municipalities and/or regional districts is preferred.

Proponents need to specify and provide details of past customer service experience for services of a similar nature.

It is preferred that the description of relevant experience correlates with the references requested in 5.1.5. Proponents need to describe:

- Residential Curbside Collection methodology.
- Provision of information to the community.
- Duration of the program.
- Collection equipment utilized.
- Annual tonnage collected.
- Number of units served for the term of the contract.
- Any problems in establishing and providing service and resolutions implemented.
- Experience in implementing changes.
- Customer service experience.
- Average daily complaint rate including Missed Collections (provide examples of record keeping of complaints).

#### **5.1.5 References**

Proponents need to provide a minimum of 3 references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.

The Regional District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Regional District or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

#### **5.1.6 Environmental Requirements**

The Proponent needs to describe how they will meet any and all environmental requirements required to perform the services safely, the description needs to include but is not limited to:

- Type of spill and litter collection kits in each piece of equipment.
- Training methods for staff.
- Reporting and recording methods.
- Options to secure food waste from wildlife.
- Strategies for protecting environmental quality (e.g. reduced emissions, clean fuels).
- All other considerations.

Proponents will also need to demonstrate their operational practices and any alternative fuel and/or sustainability initiatives that would be used to carry out the services, this should include a distribution of fuel (If applicable), environmental benefit and where, when and how it will be used.

## **5.2 Sustainable Social Procurement**

A factor in the Regional District evaluation process is sustainable social procurement and the evaluation of proposals will take this into consideration.

As part of any submission the Proponent is encouraged to identify how they may contribute to the following key social, employment and economical goals, but not limited to the following:

- a) Contribute to a stronger local economy by:
  - promoting a Living Wage;
  - Using fair employment practices;
  - Increase training and apprenticeship opportunities;
- b) Local expertise knowledge by:
  - Utilization of local subcontractors;
- c) Environmental Cost of Ownership;
- d) Energy efficient products;
- e) Minimal or environmentally friendly use of packing materials; and
- f) Reducing hazardous materials (toxics and ozone depleting substances).

## **5.3 Approach**

Proponent should provide a clear and concise description of its approach in sufficient detail to demonstrate that the Proponent understands the scope and requirements of the Services and how it intends to implement and execute the Services efficiently, safely, and on time.

The Proponent should build in flexibility to each approach to address how the Proponent would accommodate any changes in applicable laws that could potentially change service delivery, and to respond to fluctuations in recycling streams, in both quantity and type.

### **5.3.1 Garbage Collection:**

Proponents need to provide details on how they will perform collection services for Single Family Dwelling Garbage collection services including but not limited to:

- Collection methodology.
- Optional, if proposing a transition to semi or fully automated collection: Collection Container services – including purchase options, delivery to Residents, and maintenance.
- Process for service issues that impact service completion and how they are rectified.

- Any other suggested enhancements to the service.

### **5.3.2 Extra Garbage Stickers:**

Proponents need to provide details on the process and any requirements for the:

1. Process for distribution to the Regional District office for re-sale and associated timeline and expectations.
2. Process for Residents to purchase stickers through the Proponent themselves or through a third-party reseller.

### **5.3.3 Food Waste and Organics Collection**

Proponents need to provide details on how they will perform collection services for Single Family Dwellings including but not limited to:

- Collection methodology.
- Process for service issues that impact service completion and how they are rectified.
- Collection Container services – including purchase options, delivery to Residents, and maintenance.
- Process for service issues that impact service completion and how they are rectified.
- Any other suggested enhancements to the service.

### **5.3.4 Collection Containers Maintenance**

Proponents need to provide details on their Collection Containers maintenance program for any and all applicable scenario(s):

- Multi-Family Household Food Waste and Organics Collection – Contractor Owned.
- Multi-Family Household Garbage Waste Collection – Contractor Owned.
- Food Waste and Organics Collection (Single Family units) – Regional District Owned.
- Garbage Waste Collection (Single Family units; optional, if proposing a transition to semi or fully automated collection) – Regional District Owned.

Proponents should include two levels of service for container maintenance:

- Base Services which will include:
  - General maintenance on wear and tear.
  - Distribution of new and replacement Collection Containers to residents.
  - Graffiti Removal.
  - General maintenance services and replacement of minor parts.
  - Cleaning or alternative method of maintaining cleanliness of Contractor Owned Multi-Family Food Waste and Organics Bins
- Additional Services which will include:
  - Replacement of non repairable major parts.

### **5.3.5 Multi-Family Household Garbage Collection**

Proponents should provide information on the proposed collection method(s) and options for the provision of the service and size and styles of the Collection Containers. The Proponent's



proposal should include a section on the collection methodology which should provide details on:

- How service is completed.
- The process for service issues that impact service completion and how they are rectified.
- Which vehicles and pieces of equipment are required to provide the service.

### **5.3.6 Multi Family Household Food Waste and Organics Collection**

Proponents should provide information on the proposed collection method(s) and options for the provision of the service and size and styles of Collection Containers. The Proponent's proposal should include a section on the collection methodology which should provide details on:

- How service is completed.
- The process for service issues that impact service completion and how they are rectified.
- Which vehicles and pieces of equipment are required to provide the service.

### **5.3.7 Curbside Collection Method**

Proponents should provide an overview of their proposed collection method per waste stream, this approach should include identification of any of the service requirements, constraints, challenges and any safety considerations. At a minimum it should outline:

- The manner in which material is collected, if multiple methods proposed, outline all.
- How a bin will be left after servicing, including that the lid will be placed back on or in the container(s) and placed back in a neat and orderly manner where they were placed for collection, or as reasonable as is possible and not in the way of traffic.
- Training and corrective measures employed to ensure that containers are not mishandled.
- Mitigations for reducing neighbourhood impacts from traffic, noise, spillage, odour, and other air quality impacts.

### **5.3.8 Collection Containers**

#### **Type:**

Proponents will need to propose Collection Containers that they wish the Regional District to use during for the services. The Collection Containers will need to be compatible with the service model they may propose for the Regional District to consider. If the Proponent chooses to utilize existing Resident owned Garbage Collection Containers, the Proponent does not need to provide a response for Garbage Collection Containers.

Proponents need to provide details on their proposed Collection Container which should include but are not limited to:

- Volume (excluding the lid) of proposed Collection Container.
- Total weight capacity of proposed Collection Container.
- Exterior dimensions for the proposed Collection Container, completely assembled (height including closed lid, width, and depth).
- Weight of the complete Collection Container assembly (lid, body, wheels, and hardware).
- Load rating.
- Recyclability, including options for repurchase / recycling of the Collection Containers at the end of useful life.

- Life expectancy of the Collection Container.
- Sustainability (financial and environmental) of the bin materials and associated accessories.
- Description of Wildlife Resistant hardware, to be affixed or built in, including thickness and durability of lids for Collection Containers.
- Color chips of all colors available for the Collection Containers. The Regional District's preference for the Food Waste and Organics container is green.
- List of spare parts and repairable features of selected Collection Container.
- Details on warranty coverage, including evidence/documentation regarding the scope of the warranty. The Regional District is to be named on the warranty at the onset, if warranty is not transferable.
- Details on if the Collection Containers will meet or exceed the existing performance requirements.
- Lead time for replacement of Collection Containers and/or ordering new Collection Containers.

**Approach:**

Proponents need to provide their approach demonstrating how they will meet our requirements, a description of proposed Collection Containers, and identification of any constraints and challenges. This should include but is not limited to:

- Distribution methodology which will include their approach to supply, assemble, and deliver the Collection Containers and their associated contingency plan.
- Delivery schedule and identification of all key milestones if the Collection Containers are being replaced with a different model.
- Inventory management.
- Mitigation strategies to ensure that the Collection Containers are delivered and with the Residents prior to the commencement of the services if proposing new bins for service.
- Details on the process for the distribution and tracking of the new or replacement Collection Containers.
- Quality assurance and quality control procedures for the Collection Container's manufacturer, supply, assembly, and delivery.
- Any maintenance requirements.
- Any other relevant information.

Proponents should provide their methodology including but not limited to purchasing or providing purchasing options to the Regional District, maintenance, cleaning, distribution, and storage of Collection Containers for the following services:

- Garbage collection (if applicable)
- Food Waste and Organics Collection
- Multi-Family Household Garbage Collection.
- Multi-Family Household Food Waste and Organics Collection.

**5.3.9 Collection Schedule:**

Proponents need to provide Collection Schedules for all services. The Collection Schedule needs to be effective and efficient and provide all relevant details to demonstrate when the services will be performed and how they will meet or exceed the existing Collection Schedule. The Collection Schedule will need to include but is not limited to:

- Collection day per week for each waste stream across the Service Area.
- Estimated number of routes on each collection day.
- Number of vehicles to be used per route.
- Estimated number of stops per route.

- Proposed maps.
- How statutory holidays will be addressed in the collection schedule.

Proponents will also need to provide the process and response time for revisions to the schedule.

### **5.3.10 Rest Stop Garbage Collection Containers**

Proponents should provide details on their methodology for servicing the two (2) rest stop Garbage Collection Containers, Proponents will need to provide details about how they will divert waste if the streams are mixed. Proponents may provide an alternative model that may improve the level of service at the site.

### **5.3.11 Contamination Monitoring and Enforcement:**

Proponents need to demonstrate their experience and commitment to improve Residents adherence to waste management standards and regulations, and to reduce contamination in Garbage and Food Waste and Organics streams.

Proponents need to provide their approach and a brief summary of a contamination reduction plan that outlines how they will monitor and enforce contamination in the containers, the service levels should meet or exceed our existing levels. The summary should highlight at a minimum:

- Procedure for identifying non-compliant Single Family and Multi-Family Households waste.
- Real time tracking, monitoring and reporting.
- Informing Residents on which items are not accepted at the Curb.
- Informing Residents of the consequences for ongoing contamination issues.
- Engaging and enforcing protocols.

Proponents need to provide information on how the current system will be maintained or improved.

### **5.3.12 Wildlife Considerations**

Proponents need to include solutions to help mitigate potential Resident interactions with wildlife, while providing the services outlined in their proposal.

### **5.3.13 Equipment:**

Proponents need to provide a list of vehicles, any other equipment that would be used and their purpose for all equipment that is used to perform the services. The list needs to be sorted by equipment type and will need to identify:

- The type of equipment.
- The make and model.
- The maximum holding capacity (if applicable) expressed in cubic yards and if co-collection of the Collected Materials is being proposed then the estimated holding capacity per waste stream.
- The approximate density taking into account compaction (if applicable).
- The age of equipment.
- If it is primary or if it is a spare.
- If there are any safety features (i.e. back-up cameras, proximity sensors, etc.).
- The fuel efficiency ratings.
- The fuel type and details on their previous Greenhouse Gas emissions figures (gas, diesel, natural / biogas, propane, electric or alternative fuel).
- The maintenance and replacement schedule(s).

Proponents need to provide details on how they would provide evidence that the routes have been completed (such as utilizing of GPS) and the policies in place for use of this monitoring equipment and any equipment that will be used to capture evidence of waste contamination.

Proponent should provide a summary of their equipment maintenance plan that sets out a high-level description of the Proponent's planned maintenance activities, including compliance with the British Columbia Commercial Vehicle and Safety Enforcement programs.

#### **5.3.14 Sample Prototypes**

Proponents will need to provide the Regional District a sample prototype of each Collection Container of each proposed size for Single Family Dwellings for consideration. The Proponent is required to clearly identify their sample prototypes, the units need to have the following information affixed (temporarily) to the unit:

- Proponents name.
- Collection Container type and use.
- Capacity.

The Collection Containers will be evaluated by the Regional District as part of the evaluation process, documented and then returned to the Proponent at the Proponent's cost after the procurement process has been completed, unless otherwise agreed upon.

#### **5.3.15 Contract Administration**

Proponents need to provide their approach to Contract administration and quality management including but not limited to, problem resolution, performance measurement, accurate data collection, analysis, service level improvements and other related information.

#### **5.3.16 Customer Service**

Proponents should provide a detailed summary of their customer service plan, the summary should provide us with an understanding of how the Proponent:

- Provides formal customer service training for support staff to ensure familiarity with the Services.
- Provides all customer service functions during operating hours Monday through Friday, as well as after-hours emergency contact provision, including phone calls and e-mails.
- Informs Residents of current services.
- Procedure for adding new Resident service requests and service stops, including new Collection Container deliveries and exchanges.
- Receipt and Resolution process for Residents' complaints, including escalation protocol, target response time and resolution.

Proponents should also provide details on how they will monitor and evaluate the quality of customer service and to determine overall satisfaction with the services.

#### **5.3.17 Safety Plan**

Proponents should provide a detailed summary of their safety plan that sets out a description of the Proponent's planned safety activities and policies, including training, mitigation measures, management strategies, and plan to implement improvements.

Proponents should also provide their approach for safety while performing services within the community to demonstrate how they will address safety concerns with Residents, motorists, and other safety considerations.

### **5.3.18 Business Continuity Plan**

Proponents should include a detailed summary of their business continuity and contingency plan that includes the following factors:

- Inclement weather delays.
- Road closures.
- Equipment breakdown.
- Labour disputes.
- Staffing shortages.
- Changes to the amount of waste material received.
- Service Disruptions.

### **5.3.19 Timelines**

Proponents need to provide a proposed schedule, demonstrating that the Proponent understands the scope of all the Services. The schedule should set out how the Proponent intends to secure, plan and implement key components of the program in a logical sequence while also complying with any timing requirements provided, including but not limited to:

- Collection vehicle (if applicable) and Collection Container procurement plan and delivery schedule.
- Commencement date for the Garbage collection services.
- Commencement date for the Food Waste and Organics collection services will be October 1, 2025.

### **5.3.20 Reporting**

Proponents need to confirm if they are able to meet the Regional Districts reporting requirements set out in the RFP or if there are any additional reports provided or if there are any changes to the base service level.

## **5.4 Value Add**

Proponents should suggest any other enhancements to the service that they wish to propose and provide recommendations and analysis on the requirement (if applicable) to reduce cost and improve efficiencies.

## **5.5 Price**

Proponents need to submit separate fixed prices for each service deliverable for the services described for the term of the agreement; the pricing should all fixed prices including time, travel, hourly billable rates and material costs.

Prices quoted will be deemed to be:

- in Canadian dollars;
- inclusive of duty, FOB destination, and delivery charges where applicable; and
- exclusive of any applicable taxes.

Proponents need to provide separate fixed pricing for:

- Service provision for the following, separated into annual, monthly and per Dwelling rates.
  - Single-Family Household Garbage on bi-weekly basis (manual and optionally semi-automated or automated collection).
  - Single-Family Food Waste and Organics Collection on a weekly basis (manual and optionally semi-automated or automated collection).

- Multi-family Household Food Waste and Organics Collection Services.
- Multi-family Household Garbage Collection Services.
- Rest Stop Garbage Collection Services.
- The sale of the Extra Garbage Stickers to the Residents, any adjustment to the value will be subject to approval by the Regional District Board.
  - What is the minimum order quantity and associated price per sticker cost?
  - What is the ideal order quantity for optimum price per sticker printing?
- Purchase options for Collection Containers
  - The proponent should provide quote(s) that include all fees associated with the purchase including but not limited to unit prices and minimum order quantity (if applicable) for the Regional District to purchase containers.
- Separate prices for base and additional cleaning services for Collection Container maintenance services if the Collection Containers are owned by the Regional District for each type of Collection Container.

## 6. PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent responses and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the “Proponent Response Form”.
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name)
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

## 7. EVALUATION

Evaluation of proposals will be by a committee formed by the Regional District and may include other employees and contractors.

The Regional District’s intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

The Regional District reserves the right to be the sole judge of a qualified proponent.

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

### 7.1 Mandatory Criteria

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

<b>Mandatory Criteria</b>
The proposal must be received at the Closing Location before the Closing Time.

<b>Mandatory Criteria</b>
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP
The proposal must either (1) include a copy of the Confirmation of Proponent’s Intent to be Bound that is signed by an authorized representative of the Proponent, this is also required for email submissions or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP

**7.2 Weighted Criteria**

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

<b>Weighted Criteria</b>	<b>Weight (%)</b>
Capabilities	25
Approach	30
Collection Container	10
Value Add	5
Sustainable Social Procurement	5
Price	25
<b>TOTAL</b>	<b>100</b>

**7.3 Price Evaluation**

The lowest priced Proposal will receive full points for pricing. All other prices will be scored using the following formula: lowest priced proposal/price of this proposal\* total points available for price.

## Appendix 1 Collection Maps

