



Request for Proposal

Number: 18 334

for

Curbside Collection Services (2018)

Issue Date:

October 11, 2018

Closing Date of

November 8, 2018 at 3:00 P18 33M local time

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 www.bcbid.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 its proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

**Sunshine Coast Regional District
1975 Field Road
Sechelt, BC
V0N 3A1**

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

A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Request for Proposals, 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 Proposals;
- 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 Proposals, the following definitions apply:

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

“**BC Bid**” means the BC Bid website located at www.bcbid.ca;

“**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;

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

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

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

“**Owner**” means Sunshine Coast Regional District, the District of Sechelt or the Sechelt Indian Government District individually or collectively as the context requires

“**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;

“**Regional Area**” means either individually or collectively the Sunshine Coast Regional District, The District of Sechelt or the Sechelt Indian Government District as the context so warrants

“**Regional District**” means the Sunshine Coast Regional District

“**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 Area by Addenda; and

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

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 Regional Area reserves the right to permit a correction, clarification or amendment to the Proposal or to correct minor errors and irregularities.

1.3 ORAL OR ELECTRONIC PROPOSAL

Oral, email or faxed Proposals will not be accepted. It is the Proponents sole responsibility to ensure that the Proposal and the number of copies are received on time, in the form requested and at the proper location. Proposals received after the closing time will be returned, unopened.

For electronic submissions (BC Bid), the following applies:

- a) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
- b) 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.

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 V0N 3A1

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 Area. Questions regarding this Proposal must be received by 3:00 p.m. five days prior to the closing date.

1.6 WITHDRAWAL OR REVISIONS

Proposals 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 facsimile, 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. No other verbal or written instruction or information shall be relied upon by the Bidder, nor will they be binding upon the Regional Area.

1.8 CONFLICT OF INTEREST/NO LOBBYING

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 Area'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 Area 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 Area 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.

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 Area, including members of the evaluation committee and any elected officials of the Regional Area, or with the media, may result in disqualification of the Proponent.

1.9 INDEMNITY

The Proponent must indemnify and save harmless the Regional Area, its employees, elected officials and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Regional Area or any of the

Regional Area's employees, elected officials or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, to the extent the loss is directly or indirectly caused or contributed to by:

- any act or omission by the Proponent or by any of the Proponent's agents, employees, officers, directors or Subcontractors in connection with this agreement; or
- any representation or warranty of the Proponent being or becoming untrue or incorrect.

1.10 SUSTAINABLE PROCUREMENT

The Regional Area adheres to its sustainable policy and considers Proposals not only on the total cost of services, but Proposals that addresses the environment and social factors.

1.11 ENVIRONMENTAL RESPONSIBILITY

The Regional Area is committed to preserving the environment. Proponents shall provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent shall indicate the nature of the hazard in its submissions. The Proponent agrees to advise the Regional Area of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse condition of the environment.

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 Area, 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 Area and as such will be subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

1.17 AWARD OF CONTRACT

The Purchasing Policy at the Regional Area offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional Area will receive the best overall value for the goods and services it requires. The Regional Area 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 Regional Area approval that meets the needs as determined by the Regional area's elected officials. The Regional Area, 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 Area in any way to award a contract.

1.18 COST OF PROPOSAL

The Proponent acknowledges and agrees that the Regional Area will not be responsible for any costs, expenses, losses, damage or liability incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed contract or the Regional Area'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 Area reserves the right to share, with all proponents, all questions and answers related to this bid call.

1.20 OPENING OF PROPOSALS

Proposal will be opened:

- in public, at the Closing Location, immediately after the Closing Date and Closing Time, and the proposals will be opened and read; or
- in private, total bid prices will not be made public until after the Contract is signed with the successful Proponent.

The Contract will not be awarded at the time of opening.

1.21 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 Area reserves the right to open the Proposal in private or if the total bid price exceeds the estimated budget for the Contract, the Regional Area 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 Area, will be the only Proposal considered.

1.22 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.

1.23 MANDATORY REQUIREMENTS

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

1.24 INSURANCE & WORKSAFE BC

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

- a) Commercial General Liability – not less than \$3,000,000 per occurrence
- b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$10,000,000 per accident from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Work.
- c) 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.

1.25 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.

1.26 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 Area, its elected or appointed officials or employees.

1.27 LIABILITY FOR ERRORS

While the Regional Area has used considerable efforts to ensure the correct 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 Area nor is it necessarily comprehensive or exhaustive.

1.28 TRADE AGREEMENTS

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

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

1.29 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.

1.30 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 Area may terminate the Contract by notice if the event lasts for longer than 30 days.

1.31 CONFIDENTIALITY

Responses submitted in confidence shall be so honoured. The Regional Area will not release to the public any specific information regarding any submitted responses except as may be required under law. To request documentation confidentiality, Bidders are requested to submit a covering letter, with their submission, detailing the specifics of their request. Confidentiality cannot be fully guaranteed as all submissions are subject to the Freedom of Information and Protection of Privacy Act. Bidders will treat all information received through this RFP process and subsequent contract award, as confidential. The Bidder agrees that any information, knowledge (including but not necessarily limited to business practices, techniques, relationships, agreements, etc.), data, research, and any other information, knowledge, materials or products disclosed to the Bidder by the Regional Area or otherwise produced, developed or known by the Bidder in providing this service (collectively the "Confidential Information") will not publish or disclose to any third party not either during or after the Agreement except as otherwise authorised by the Regional Area. This section shall survive the termination of this Agreement.

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 (Request for Proposals) is to select a service provider to perform the services (“Services”) described in Schedule A.

2.2 Definitions

In this Statement of Work, the following terms will have the following meaning.

“**Bi-Weekly Collection**” means the collection of materials at a location one day every two weeks.

“**Carts**” means two wheeled containers that are able to contain and transport solid waste from various waste streams.

“**Collection Container**” means any bin, 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 Garbage, Recycling, Food Waste or Green Waste.

“**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.

“**Contractor**” means the person, partnership or corporation undertaking the Garbage, Recycling, Food Waste or Green Waste collection work as identified in the Proposal.

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

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

“**Curbside Household**” means a self-contained dwelling unit providing accommodation to one or more people, including single-family dwellings and buildings with up to four suites, where the resident is expected to deliver Garbage, Recycling, Food Waste or Green Waste to the curb for collection.

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

“**Excess Garbage Sticker**” means a sticker purchased by the Customer 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**” means all in-scope food waste.

“**Food Waste and Green Waste Processing Facility**” means the delivery point, designated by the Regional Area, for the Contractor to deliver collected Food Waste and Green Waste.

“**Garbage**” means all rejected, abandoned or discarded waste that originates from residential sources but does not include Recycling, Food Waste, Green Waste, ICI or any banned or prohibited material identified under SCRD Bylaw 405 or as amended from time to time.

“**Green Waste**” means all in-scope green waste.

“**Holiday**” means Christmas Day or Boxing Day “**Industrial, Commercial and Institutional or ICI**” means any operation or facility other than a Curbside Household, including: industrial facilities such as warehouses,

distribution centres, manufacturing facilities; commercial facilities such as retail stores, offices, strip malls and vacation facilities, such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g. ski resorts); and, institutional facilities such as schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations and residences at which medical care is provided, such as nursing homes, long-term care facilities and hospices.

“Missed Collection” means the failure of the Contractor to collect Garbage, Recycling, Food Waste or Green Waste that was set out by a Customer on the Customer’s Scheduled Collection Day by the appointed set out time.

“Multi-family Collection or Multi-family Household” means where residents are expected to deliver Garbage, Recycling, Food Waste or Green Waste to a central storage area accessible to all residents from which collection occurs. Multi-Family Collection locations are identified in Schedule E.

“Owner” or “Owners” means the District of Sechelt, Sechelt Indian Government District or the Sunshine Coast Regional District.

“In-Scope PPP” mean the PPP and such other materials identified as In-Scope PPP by Recycle BC in writing from time to time.

“Post-collection Garbage Processing Facility” means the delivery point, designated by the Regional Area, for the Contractor to deliver collected Garbage.

“Post-collection Recycling Processing Facility” means the delivery point, designated by the Regional Area, for the Contractor to deliver collected Recycling.

“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.

“Recycling or Recyclables” means all in-scope Packaging and Paper Products (or PPP) as identified in Schedule D.

“Regional Area” means District of Sechelt (DOS), Sechelt Indian Government District (SIGD) and Sunshine Coast Regional District (SCRD) collective area.

“Scheduled Collection Day” means the day as identified in the collection schedule approved by the Regional Area for the collection of Garbage, Recycling, Food Waste or Green Waste.

“Service Area” means the area shown in Schedule C.

“Service Commencement Date” means March 1, 2019.

“Start-up Kit” means the promotional and educational package as described in this request for proposal statement of work.

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

3. SITUATION/OVERVIEW

3.1 Overview

The District of Sechelt (DOS), Sechelt Indian Government District (SIGD) and Sunshine Coast Regional District (SCRD) are working collaboratively to find qualified proponents to provide residential and multifamily collection of solid waste on the Sunshine Coast.

All the jurisdictions provide solid waste collection services to their residents, the following table shows the services each jurisdiction requires.

Residential Curb Side Collection				
Jurisdiction	Garbage	Food Waste	Green Waste	PPP recycling
DOS	X	X	X	X
SIGD	X	X	X	X
SCRD	X	X	X	X

Multi Family Collection				
Jurisdiction	Garbage	Food Waste	Green Waste	PPP recycling
DOS	X	X	X	X

To reach the Sunshine Coast from the lower mainland one must take a 40 minute ferry from Horseshoe Bay BC. Each area will require different curb side residential collection service, each area will require different levels of recycling collection services. The Current Service in each location is DOS, SIGD and SCRd have manual pickup for garbage and DOS has automated recycling pickup

If awarded, each jurisdiction shall each issue their own separate agreements, manage their own services separately with the contractor, and shall process their own separate payments. For the purposes of this Request for Proposal, the SCRd is acting as the single point of contact.

3.2 Project Objectives

The purpose of this joint RFP between the DOS, SIGD and the SCRd is to increase the purchasing power of the individual participants by obtaining favourable pricing through the competitive process and increased collection volumes, while reducing the duplication of *Work* by the *Contractor*. It is preferable to award this RFP to a single *Proponent*. To provide a cost effective, efficient, and environmentally friendly residential curbside solid waste collection program that promotes the reduction of waste going to the Landfill for the residents of the Sunshine Coast that includes:

Solid Waste residential curbside collection services required include:

- Food Waste
- Garbage collection
- Green Waste
- Packaging and Printed Paper (PPP) recycling

Solid Waste Multi-Family collection services required include:

- Food Waste collection, as required frequency from central location
- PPP recyclables, as required frequency from central location
- Garbage collection from central facility

The Regional Area also requires that the total cost of all supplied Carts, Start-Up Kits and associated work be amortized over the five (5) year term of the contract. Cost will include all Deliverables in section 4.4 and any additional obligations stated in the agreement entered into by the Contractor and Owner for the goods and services.

3.3 Scope

The successful Proponent will provide curbside collection for approximately **11,824** single family dwellings, mobile homes, secondary suites and multifamily dwellings within the Service Area of the Regional Area. Alternative proposals that encourage allowable garbage placed at the curb to be in method that reduces garbage to one container and limits wildlife interaction and maximizes waste diversion will be considered.

The composition of the program will be determined by the result of the RFP. Proponents are encouraged to consider the optimal routes, days, number of trucks and sizes, alternative options for notification of route schedules and methods of collection (discussed below) in responding to this RFP.

We may consider options which could include for curbside collection services:

- **Conventional Collection.** Solid Waste will be collected from a container that the users already own and pickup and transported to the appropriate processing facility. Price is based on 1 container per single family dwelling, mobile home, secondary suite and multifamily dwelling collected. The estimated number of units within the Regional Area boundary is **11,824**.
- **Automated Collection.** Solid Waste collection will be carried out using a collection cart and picked up and transported to the appropriate processing facility. With the automated collection option, solid waste will be collected from a predetermined sized wheeled container. The successful Proponent will be responsible for providing and delivering wheeled containers to all eligible households in the service area and provide all required electronic data for container tracking in a file format compatible with the Regional Area's geographic information system.

The Regional Area is also prepared to consider Proposals that include alternatives to the specifications and requirements set out in this RFP. The Regional Area welcomes alternative Proposals that result in a more efficient system, reduced environmental impacts including reducing access of garbage from wildlife, provide better customer service, and /or result in lower overall system costs, such as variation in the method of collection. The Regional Area will consider alternatives, provided each alternative is fully and completely described, along with the benefit and value.

For each option the Proponent must identify the process and rate required to pick up and deliver solid waste to the appropriate processing facility, including routes and schedules.

The successful Proponent will provide information to the community on program specifics; and handle all complaints from the public throughout the contract term including the operation of a dedicated telephone line. The proponent will be required to submit complaint logs and program reporting to the Regional Area monthly or upon request.

Containers

- 1) The Regional Area is considering options with regard to the proponent providing cost options for leased and the five year leased to owned containers that meet the following requirements:
 - Approximately 11,800 Green Waste Totes – approximately 134 litre max
 - Approximately 11,800 PPP Recycle Totes – 240 litre – optional may be required
 - Approximately 11,400 Garbage Totes -- 134 litre
 - Approximately 600 Bear Resistant Garbage Totes - 134 litres - optional may be required

Kitchen Catcher Size and Quality Requirements

All proposed kitchen catchers shall have the following characteristics:

Volume: approximately 7.1 litres min.
Weight: .5kg/kitchen catcher
Dimensions: width: 11" min.
height: 9.5" min.

depth: 8.5" min.
Lid: hinged, able to stay open on its own, ventilated, fly & insect sealed
Material: HDPE – UV protected

All proposed kitchen catchers shall be aesthetically pleasing, have a smooth interior that is easy to clean and stand stably when lid is open. All kitchen catchers shall be of a size that stores easily under a standard kitchen cabinet. Proposals for equivalent items will be considered.

4. CONTRACT

4.1 Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in the RFP, including the Schedules.

4.2 Term

The term of the Agreements shall be in effect for a five (5) year period commencing on March 1, 2019 and expiring on February 29, 2024. The Owners shall have the option to renew the Agreement for two (2) additional one (1) year terms at their discretion.

4.3 Collection Service Requirements

The Contractor's responsibilities will include the following at a minimum of bi-weekly:

- a) Contractor will collect garbage and deliver to Post-collection Garbage Processing Facility for the duration of the agreement.
- b) Contractor will collect recycling and deliver to Post-collection Recycling Processing Facility for the duration of the agreement.
- c) Contractor will collect Food Waste and deliver to Post-collection Food Waste Processing Facility for the duration of the agreement. If proposing less than weekly Food Waste collection provide detailed information of impact of this collection schedule on the customer.
- d) Contractor will collect Green Waste and deliver to Post-collection Green Waste Processing Facility for the duration of the agreement.

4.4 Carts Service Requirements

The Contractor will supply all necessary labour, tools, facilities and equipment required to perform the work in accordance with the RFP, including but not limited to the following:

- Supply and assembly of approximately 11,800 garbage Carts and 11,800 organics Carts to approximately 11,800 households (extra Carts will be stored at a location mutually agreeable to the Owner and Contractor);
- Supply and assembly of Start-Up Kit components for approximately 11,800 households and multi-family units.
- Optional supply and assembly of 600 Bear Resistant carts that meet Wildsafe BC Bear Resistant Cart specifications.
- All Carts shall have sequentially numbered serial numbers and if required, RFID tags that are sequentially numbered.
- Delivery of assembled Start-Up Kit to all eligible households in the service area. Start-Up Kits shall be affixed to each organics cart in a manner acceptable to the Owner.
- Delivery of assembled Start-Up Kit to all eligible multi-family units in the service area.
- Each Start-Up Kit shall consist of:
 - One kitchen catcher.
 - One magnetic organics sort guide – design of organics sort guide shall be approved prior to printing by the Owner.
 - Printed collection calendar for all three waste streams – Contractor shall work in cooperation with the Owner's collection contractor to produce this item.
 - Sample compostable paper bags if applicable.

- Any other promotional material required by the owner to be distributed with the Start-Up Kit.
- Assembly and delivery of Carts to all eligible households in the Service Area. This work will include:
 - Placing one (1) Garbage Cart, (1) Organic Cart and (1) Recycle Cart (if required) and affixing a Start Up Kit to each organics Cart.
- A compatible tracking and inventory system for distributed Carts: and
- Supply of Carts as required for replacement for duration of the contract if applicable.
- Supply of Carts for future expansion of the Automated Curb side Collection Program, which is subject to:
 - Owner satisfaction with the Deliverables provided by the Contractor and that the Deliverables meet all the Owner's requirement; and
 - Budget available for expansion; and
 - Sechelt Council approval.
- Provide spare cart parts for the duration of the warranty period specified in the Agreement.
- Supply of any specialized tools required for servicing or repairing Carts.
- Upon completion of the Deliverables, provide the Owner with a complete inventory spreadsheet, in an electronic format acceptable to the Owner. The information spreadsheet shall include any information the owner requires to track the distributed Carts.

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 Area's expectations.

Please address each of the following items in your proposal in the order presented. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.

5.1 Capabilities

5.1.1 Relevant Experience

Proponents should provide evidence of previous successful performance in comparable work. Proponents should provide complete information on experience of key personnel to be involved in the work and references from work on similar projects. Proponents should provide a detailed breakdown of the equipment resources to be utilized including, make, model, size and year of equipment utilized.

Safety Precautions

The Contractor will take particular care to ensure the safety of children, employees, and the general public while working on each Owner's Agreement. Where necessary, the Contractor will erect barriers or guards, post watchmen and will be fully responsible for carrying out the Work in a safe manner.

All anti-idling policies or idle free signage posted at the Owner's locations are to be respected.

Operational experience

Describe the Proponent's relevant experience with contracts. Specify municipal or other. Include contact person so that information can be verified. Describe:

- residential curbside collection (specify methodology);
- provision of information to the community.
- duration of the program;
- collection systems;
- annual tonnage;
- number of units served;
- problems in establishing and providing service;
- experience in implementing changes;
- actions taken to resolve problems;
- experience in providing customer service;
- average daily complaint rate including missed collections (provide examples of record keeping of complaints);
- evidence of customer and jurisdiction satisfaction; and
- reference contacts.

5.1.2 References

Proponents **must** 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 Area 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 Area 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.

5.1.3 Technical

Proponents should provide an understanding of the technical process and methodology involved in the elements of this Proposal, including innovations utilized in these processes. Technical areas of evaluation will be:

- a) Service Delivery, including provisions for vehicle breakdown
- b) Subcontracted Operations
- c) Schedules
- d) Quality Assurance/Quality Control Program
- e) Operations Plan
- f) Communications

5.1.4 Specifications

Proponents should ensure that their submission addresses following information:

- a) All pricing schedules and budget considerations,
- b) Fleet information including size, type, and age in relation to this assignment,
- c) Vehicle safety features (i.e. back-up cameras, proximity sensors, etc.),
- d) Employee operator qualifications, experience, training, and safety standards and programs,
- e) Description and pictures of all proposed bins to be provided,
- f) Company's customer response protocol including process to resolve problems or issues (i.e. missed pick-up, increase/decrease of service levels, as needed pick-ups, complaints, etc.),
- g) Process and response time required to make bin and schedule changes',

- h) Provide recommendations and analysis on the requirements to reduce costs and improve efficiencies',
- i) Provide individual firm unit prices separately,
- j) Provide information on reporting methods and data available to the Regional Area,
- k) Pricing should be provided for the length of the agreement specifying how any fuel cost adjustments will be applied,
- l) A proposal for cost recovery/sharing for any recyclable items.

5.1.5 Environmental Requirements

Proponents should identify the use of equipment and/or processes proposed to be utilized and the associated environmental benefits to utilizing such equipment and/or processes.

- a) Fuel efficiency of equipment used
- b) Innovations in process that limits emissions or waste
- c) Options to secure refuse from wildlife

5.2 Schedule of Prices – Schedule B

A completed Schedule of Prices, provided in Schedule B, must be included. A separate and complete Schedule of Prices must be submitted for each item being collected i.e. Garbage or Food Waste.

5.3 Price

Proponents need to submit a fee proposal that sets out the separate costs of each project described as well as an all-inclusive cost for all the projects; the proposal should include a breakdown of the fix 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.

5.4 Technical Submittal Requirements

5.4.1 General

Proposals must be complete, ensure minimum service delivery, and address and answer each of Sections 5.4.2 through 5.4.6 that follow.

Provide information and analysis for Sections 5.4.2 through 5.4.6, and complete Technical Forms in Schedule "A".

5.4.2 Background

Staffing Plan: Provide a staffing plan indicating names of all personnel within each area of required work as identified in the Proponent's organizational structure.

5.4.3 Schedules

Proponents shall provide both:

- A detailed implementation schedule that specifies a start date for Solid Waste collection services. Milestones shall include delivery of information to the community on the new program a minimum of two weeks prior to commencement of collection services, delivery of wheeled containers to residents two weeks prior to commencement of collection services if needed, and;
- The proposed work schedule will include a description of the routes per week and the units per route.

5.4.4 Quality Assurance/Quality Control

The Proposed Quality Assurance and Quality Control Plan will contain the following information as a minimum:

- Collection staff training - List your minimum training and experience requirements for collection personnel. Provide a copy of your safety program.
- Collection procedures enforcement - The contract specifications will place emphasis on the manner in which material is collected, including placing lids back on or in containers and putting containers back where they were placed before collection in a neat and orderly manner, after they are emptied. Please describe the training and corrective measures you will employ with collection personnel to ensure that containers are not abused and are replaced properly. Provide the tracking or monitoring mechanism that you will use to ensure that collection personnel are following proper procedures. The contract will require fleet management for tracking and collection route monitoring.
- Environmental and neighbourhood impacts - The Regional Area expects that environmental and neighbourhood impacts of collection are minimized. Specific concerns include traffic, noise, spillage, odour and other air quality impacts. Describe how these impacts will be mitigated, and any other strategies for protecting environmental quality, such as clean fuels, etc.
- Collection specifications. - The contract specifications will require that all vehicles be in good operating condition. The curbside collection fleet must be less than six (6) years old.

5.4.5 Operations Plan – Schedule A - 3

The Proposed Operations Plan will describe the proposed collection vehicles and procedures for collecting refuse (include the make, model, and specific age of each vehicle). Include a routing map, description of routes, hours of operation and days of operation.

5.4.6 Greenhouse Gas Reporting

Collector reporting of Greenhouse Gas emissions data will occur at minimum twice per year, in June and December.

The successful proponent will receive a Reporting Guide, with a program overview and details on the reporting steps.

5.4.7 Communications Plan

The proposed Communications Plan will address the following issues that include communication with the Regional Area, customers and drivers.

- Communication with the Regional Area - Describe your proposal for communicating with staff to keep them adequately informed of implementation progress, problems, your attempts to solve problems, to elicit staff assistance in solving service related problems, and to document customer complaints.
- Customer communication - Describe the procedures you would use for customer communication and the information you would provide in addressing customer problems, such as overweight containers at a particular service location. Describe your direct phone service that will handle customer complaints and inquiries.
- Customer & driver disputes - Occasionally there are disputes between collection drivers and the public. Describe the training you will provide your collection personnel to avoid these types of problems. Describe disciplinary measures that you will take if your collection personnel are rude or abusive toward the public.

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 response 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”.
- 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 Area and may include other employees and contractors.

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

Proponents are encouraged to provide information on what makes the Proponent innovative and what is its competitive advantage. Describe all environmental “Green” certifications, innovations in manufacturing and any other benefits that contribute to overall Best Value of the equipment proposal.

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.

The evaluation will be confidential and no totals, scores or price will be provided to any Proponent

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.

Mandatory Criteria
The proposal must be received at the Closing Location before the Closing Time.
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 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

7.2 Weighted Criteria

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

Weighted Criteria	Weight (%)
Corporate strength - expertise and experience	10
Proponent references and record of success	15
Suitability- Ability to provide variety of equipment and services (i.e. lockable bins, plastic lids, pickup unsorted recyclables), etc.	15
Proposal - Safety & environmental programs and features, waste reduction programs, tipping weights, sample reports, fuel usage data, educational & public awareness programs, recycling stickers on bins, accept unsorted recycling, etc.	15
Warranty - Extent of warranty coverage, and process for making warranty claims.	10
Added value	5
Price	30
TOTAL	100

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

SCHEDULE A Technical Forms

SUBSECTION 1 PROPOSAL CONTACT

Name of Proponent's Company: _____

Head office address: _____

City: _____ Province: _____ Postal Code: _____

British Columbia address (if different from above): _____

City: _____ Province: _____ Postal Code: _____

Contact person:

Name: _____

Phone: _____ Cell phone: _____

Title: _____

Fax: _____

Address: _____

Email: _____

City: _____ Province: _____

Postal Code: _____

Partners and subcontracting companies

[Attach resumes for all listed staff.]

must also be provided on
Subsection 3 Subcontracted Operations.

Company _____

Owner _____ Phone: _____

Role in proposed contract _____

Company _____

Owner _____ Phone: _____

Role in proposed contract _____

Company _____

Owner _____

Phone: _____

Role in proposed contract _____

SUBSECTION 2 KEY EMPLOYEES

Proponent

Principal officers

Title

Principal individuals responsible for services.

Title

[Attach resumes for all listed staff.]

SCHEDULE 'B' Pricing Form

The estimated number of single family units, mobile homes, secondary suites and multifamily dwellings within the Regional service area is 11,824 based on records.

Conventional Collection. Garbage to be picked up bi-weekly and transported to the landfill.

Municipality Service Area	Estimated Number of pickups	Price per pick up	Total Cost Per Year	GST (5%)	cost/household per year
	A	B	$(A*B*52)=F$	$F*0.05=G$	F/A
DOS	4971	\$ _____	\$ _____	\$ _____	\$ _____
SIGD	393	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area B Halfmoon Bay	1561	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area D Roberts Creek	1616	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area E Elphinstone	1609	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area F West Howe Sound	953	\$ _____	\$ _____	\$ _____	\$ _____
** cost to collect additional bags with tags _____					

Automated Collection. Garbage to be picked up bi-weekly and transported to the landfill.

Size of garbage container proposed: _____

Municipality Service Area	Estimated Number of pickups	Price per pick up	Total Cost Per Year	GST (5%)	cost/household per year
	A	B	$(A*B*52)=F$	$F*0.05=G$	F/A
DOS	4971	\$ _____	\$ _____	\$ _____	\$ _____
SIGD	393	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area B Halfmoon Bay	1561	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area D Roberts Creek	1616	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area E Elphinstone	1609	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area F West Howe Sound	953	\$ _____	\$ _____	\$ _____	\$ _____

** cost to collect additional bags with tags _____

Alternative Proposals

Municipality Service Area	Estimated Number of pickups	Price per pick up	Total Cost Per Year	GST (5%)	cost/household per year
	A	B	(A*B*52)=F	F*0.05=G	F/A
DOS	4971	\$ _____	\$ _____	\$ _____	\$ _____
SIGD	393	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area B Halfmoon Bay	1561	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area D Roberts Creek	1616	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area E Elphinstone	1609	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area F West Howe Sound	953	\$ _____	\$ _____	\$ _____	\$ _____

** cost to collect additional bags with tags _____

Multifamily Proposals

Multifamily Collection	Estimated Number of pickups	Price per pick up	Price per pick up	Price per pick up
		Garbage	PPP Recycling	Organics
DOS	660	\$ _____	\$ _____	\$ _____
SCRD	31	\$ _____	\$ _____	\$ _____
SIGD		\$ _____	\$ _____	\$ _____

Solid Waste Container Rental Multifamily			
Garbage Bin size: _____		\$ _____ /mt	\$ _____ /yr
PPP Recycling Totes Size: _____		\$ _____ /mt	\$ _____ /yr
Organics Totes Size: _____		\$ _____ /mt	\$ _____ /yr

Food Waste Collection. Garbage to be picked up bi-weekly and transported to the landfill.

Municipality Service Area	Estimated Number of pickups	Price per pick up	Total Cost Per Year	GST (5%)	cost/household per year
	A	B	$(A*B*52)=F$	$F*0.05=G$	F/A
DOS	4971	\$ _____	\$ _____	\$ _____	\$ _____
SIGD	393	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area B Halfmoon Bay	1561	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area D Roberts Creek	1616	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area E Elphinstone	1609	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area F West Howe Sound	953	\$ _____	\$ _____	\$ _____	\$ _____
** cost to collect additional bags with tags _____					

Green Waste Collections

Municipality Service Area	Estimated Number of pickups	Price per pick up	Total Cost Per Year	GST (5%)	cost/household per year
	A	B	$(A*B*52)=F$	$F*0.05=G$	F/A
DOS	4971	\$ _____	\$ _____	\$ _____	\$ _____
SIGD	393	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area B Halfmoon Bay	1561	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area D Roberts Creek	1616	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area E Elphinstone	1609	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area F West Howe Sound	953	\$ _____	\$ _____	\$ _____	\$ _____
** cost to collect additional bags with tags _____					

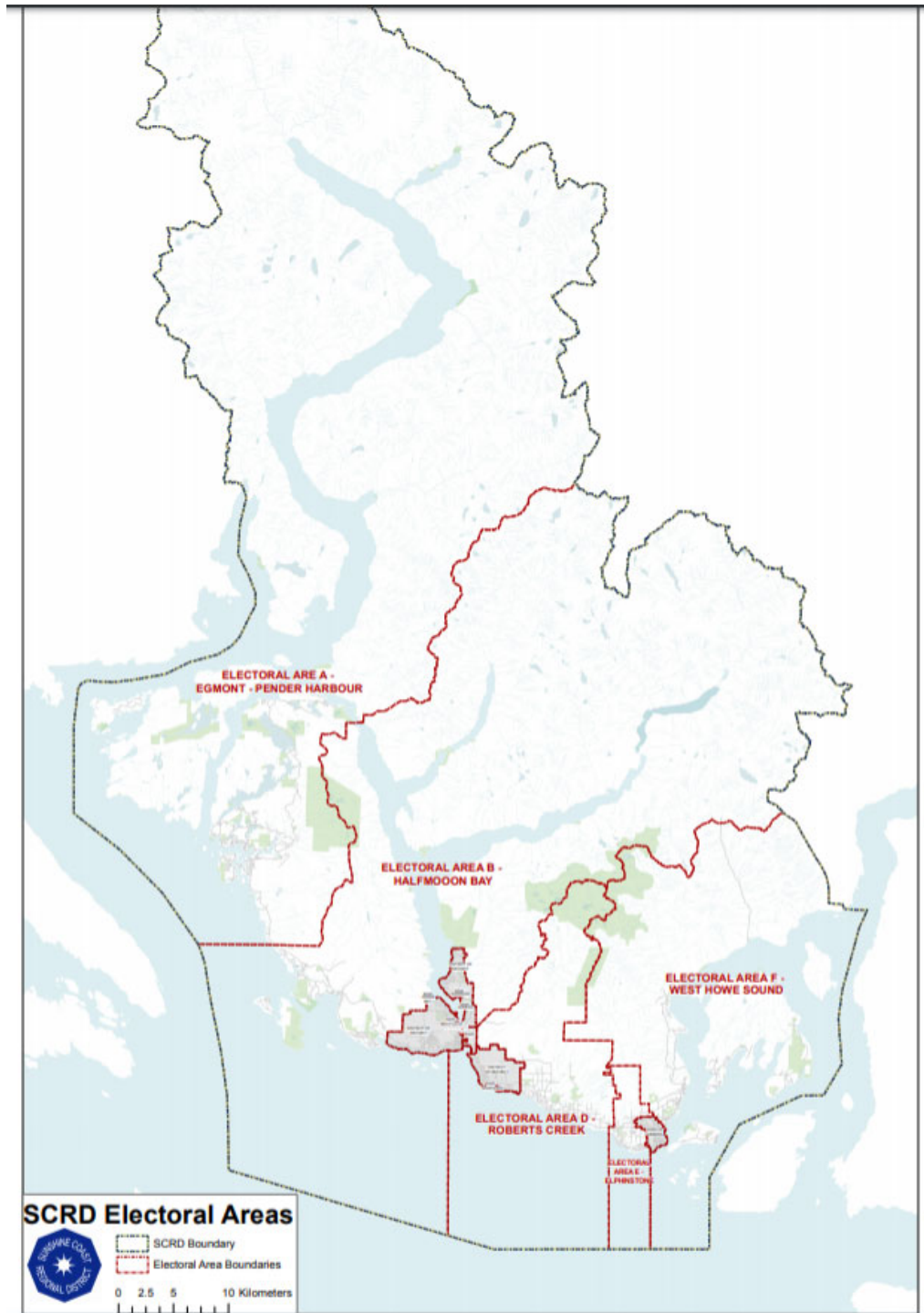
Recycle Collection. Garbage to be picked up bi-weekly and transported to the landfill.

Municipality Service Area	Estimated Number of pickups	Price per pick up	Total Cost Per Year	GST (5%)	cost/household per year
	A	B	$(A*B*52)=F$	$F*0.05=G$	F/A
DOS	4971	\$ _____	\$ _____	\$ _____	\$ _____
SIGD	393	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area B Halfmoon Bay	1561	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area D Roberts Creek	1616	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area E Elphinstone	1609	\$ _____	\$ _____	\$ _____	\$ _____
SCRD Area F West Howe Sound	953	\$ _____	\$ _____	\$ _____	\$ _____
** cost to collect additional bags with tags _____					

Container Pricing

Item	Description Requirement	Unit Price (DDP, Canadian Dollar)
Minimum Cart required		
1	Garbage Black/ Charcoal/Grey cart 134 litre (35USG)- Design and manufacturing	\$
	5 year financing cost /cart	\$
2	Organic Green cart 134 litre-(35 USG) Design and manufacturing	\$
	5 year financing cost /cart	\$
3	Blue cart 240 litre Design and manufacturing	\$
	5 year financing cost /cart	\$
4	Bear Resistant cart 134 litre(35USG)- Design and manufacturing	
	5 year financing cost /cart	\$
5	Cart assembly & delivery to the Regional Area	\$
	5 year financing cost /cart	\$
Start-Up Kit		
6	Kitchen Catcher	\$
7	Sort Magnet	\$
8	Start-Up Kit assembly and distribution	\$
9	5 year financing cost / (#6, #7, #8)	
10	Start-Up Kit total (incl.#6-9)	
Cart Options		
14	Optional Hot Stamping 'Garbage Only'	\$
15	Optional Hot Stamping 'Organic Waste Only'	\$
16	Optional Hot Stamping 'Recycle Only'	\$
17	Optional Hot Stamping 'District of Sechelt' logo on cart sides	
18	Optional Hot Stamping (2) directional arrows	\$
19	Optional colorful In mold design on top of the recycle lid which describes what can and what cannot be recycled/ composted/ placed in garbage	\$
20	Optional Vented Lid for 120 litre organics Cart	\$

SCHEDULE 'C' Map of Collection Boundary Areas



SCHEDULE 'D' **In Scope Waste**

FOOD WASTE

The following is a list of in-scope Food Waste as of October 1, 2018. This list may be amended by the Regional Area:

Food Waste
Soiled Paper
Household Plants

GREEN WASTE

The following is a list for Green Waste as of July 18, 2018. This list may be amended by the Regional Area.

In-Scope:

Green Waste means vegetative matter and plant debris, and includes grass clippings, other trimmings, shrubs, small tree branches and pruning (up to 35mm diameter), flowers and leaves that are unbagged (loose), bagged (Kraft paper) or in Green Waste Bundles.

Green Waste Bundles means a securely tied bunch (using natural fibre twine) of green waste no greater than 60cm in circumference or one metre in length, having a maximum weight of 25kg (55lbs), and containing individual pieces no greater than 35mm in diameter.

Not In-Scope:

Green Waste does not include the following invasive species: Scotch Broom, Knotweeds or Hogweed. Green Waste does not include dirt, rocks, sod or stumps.

RECYCLING

Contractor shall consult Recycle BC for current list of materials accepted for Curbside Collection and Multi-family Collection.

SCHEDULE 'E'

Customer Count and Locations

The following are estimated Customer counts for the Regional Area as of October 1, 2018.

Electoral Area	Curbside Collection	Multi-Family Collection
District of Sechelt	4,971	660
Sechelt Indian Government District	393	-
B – Halfmoon Bay	1,561	30
D – Roberts Creek	1,616	31
E – Elphinstone	1,609	-
F – West Howe Sound	953	-
Total	11,103	721

Multifamily Collection Garbage, Recycling and Organics to be picked up on a schedule agreed to by the Owner, Contractor and Multi Family building representative and transported to the appropriate Post Collection Processor. All multifamily solid waste will be collected from a central location provided by the multifamily building. The listing below is for information only, final list will be determined at time of agreement.

The following are the Multi-family Collection locations for the Regional Area as of October 1, 2018.

DOS

Multi-Family Building Name	Address	Street	Postal Code	Number of Units
The West	5160	Davis Bay Road	V0N 3A7	59
Cypress Ridge	5768	Marine Way	V0N 3A0	28
Green Court (Jack Nelson)	5583	Ocean Ave	V0N 3A0	65
Green Court (exist.)	5811-5821	Medusa St	V0N3A6	75
The Bluff Ph. 1,2,3	5780	Trail Ave	V0N3A6	32
The Tradewinds (Bluff)	5780	Trail Ave	V0N3A6	12
The Bluff (BCS1640)	5780	Trail Ave	V0N3A6	12
Casa De Sol (VAS717)	5746	Marine Way	V0N3A6	8
Marine View Estates (LMS2187)	5740	Marine Way	V0N3A6	18
Strata EPS4120	5780	Marine Way	V0N3A6	9

District of Sechelt – Sechelt Indian Government District – Sunshine Coast Regional District

Strata BCS2952	5778	Marine Way	V0N3A6	10
The Royal Terraces	5477	Wharf Avenue	V0N3A0	31
The Beach House	5470	Inlet Ave	V0N3A0	24
The Watermark Ph 1 & Ph 2 EPS1505	5665 & 5725	Teredo St	V0N3A0	104
Strata EPS1154 (Studio One)	5682	Wharf Ave	V0N3A0	24
Strata BCS2547	5361	Inlet Ave	V0N3A0	24
Midtown EPS35	5604	Inlet Ave	V0N3A0	24
Strata LMS1844	5711	Mermaid St	V0N3A0	16
Osprey	5855	Cowrie St	V0N3A0	42
Hightide Apartments	5662	Hightide St	V0N3A0	20
Harnick Apartments	5568	Inlet Ave	V0N3A0	16
Wharf Rd apartments	5681	Wharf Avenue	V0N3A0	7

SCRD

Electoral Area	Address	Street	Postal Code	Number of Units
B	10163	Mercer Road	V0N 1Y2	30
D	1131	Emery Road	V0N 2W0	31

POST-COLLECTION PROCESSING FACILITIES

Post-Collection Processing Facility	Name	Location
Food Waste	TBD by Regional Area	TBD
Garbage	Sechelt Landfill	4901 Dusty Road, Sechelt
Green Waste	TBD by Regional Area	TBD
Recycling	TBD	TBD

SCHEDULE 'F' Sample General Service Agreement



SAMPLE General Service Contract

Contract No.

BETWEEN:

**SUNSHINE COAST REGIONAL DISTRICT
1975 Field Road
Sechelt, BC V0N 3A1**

(the "Regional District")

AND:

(the "Contractor")

THE PARTIES AGREE TO THE TERMS ON PAGE 2 OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW:

SCHEDULE "A" -SERVICES:

The Regional District...

Term: from and including: to and including:

SCHEDULE "B" - FEES AND EXPENSES:

Fees for services: \$	Expenses: N/A
Billing Date(s): Upon Invoice	Maximum Amount: \$

SCHEDULE "C" - APPROVED SUB-CONTRACTOR(s): N/A
SCHEDULE "D" - INSURANCE: See Attached
SCHEDULE "E" - DEPOT SECURITY: See Attached

Please reference Contract # on all correspondence and invoices

SIGNED AND DELIVERED on the ___ day of _____, 2018 on behalf of the Sunshine Coast Regional District by its duly authorized representative:	SIGNED AND DELIVERED on the ___ day of _____, 2018 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation).
---	--

Terms and Conditions

Contract No. DRAFT

DEFINITIONS

In this Agreement, unless the context otherwise requires:

"Business Day" means a day, other than a Saturday or Sunday, on which Regional District offices are open for normal business in British Columbia;

"Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

"Material" means the Produced Material and the Received Material;

"Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;

"Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Regional District or any other person;

"Services" means the services described in Part 2 of Schedule A;

"Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this agreement you must provide the Services during the terms described in Schedule A regardless of the date of execution or delivery of this agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this agreement.
3. Unless otherwise specified in this agreement, you must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Service.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may, from time to time, give you reasonable Instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions, but, unless otherwise specified in this agreement, you may determine the manner in which the instruction, are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. During the Term and thereafter until the later of three years (or such longer period as may be required by Applicable Law) or the date all disputes or other matters relating to any Agreement that is developed from this Statement of Work are resolved, the Contractor will keep and maintain complete and accurate data, records, and documents in accordance with generally accepted accounting principles consistently applied to support and document all claims and amounts becoming payable to Contractor by the Regional District hereunder, and all data, records, and documents relating to the performance of the Services, and compliance with Contractor's obligations under this Agreement.
8. If we are investigated, you must support us at reasonable times to review and copy material that has been produced or received by you or any subcontractor as a result of this agreement (collectively the "Material") including, without limitation, accounting records findings, software, data, specifications, drawings, reports and documents whether complete or not.

9. You must treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law.
10. The Material and any property we provide to you or a subcontractor is our exclusive property. You must deliver it to us immediately upon our request.
11. The copyright in the Material belongs exclusively to us. Upon our request, you must deliver to us documents satisfactory to us waiving in our favor any moral rights which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright in us.
12. You must maintain and pay for Insurance and WorkSafeBC coverage required in the terms, including form, the amounts and deductibles in SCHEDULE D, if any, as modified from time to time in accordance with our direction.
13. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this agreement.
14. You must comply with applicable laws.
15. The Contractor must indemnify and save harmless the Regional District and the Regional District's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Regional District or any of the Regional District's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Regional District and the Regional District's employees and agents.
16. You must comply as required in the wording of SCHEDULE D.
17. You must not assign any of your rights or obligations under this agreement without our prior written consent.
18. You must not subcontract any of your obligations under this agreement other than to persons listed in SCHEDULE C, without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement in performing the subcontracted obligations.
19. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
20. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
21. You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

PAYMENT

22. If you comply with this agreement, we must pay you:
 - (a) The fees described in SCHEDULE B; and
 - (b) The expenses, if any, described in SCHEDULE B, if they are supported, where applicable, by proper receipts and, in our opinion are necessarily incurred by you in providing the Services.We are not obliged to pay you more than the 'Maximum Amount specified in SCHEDULE B on account of fees and expenses.
23. In order to obtain payment of any fees and expenses under this agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in SCHEDULE B.
24. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party

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- claims that could arise in connection with the provision of the Services.
25. Our obligations to pay money to you is subject to on appropriation being available by the Regional District in the fiscal year at the Regional District during which payment becomes due.
 26. Unless otherwise specified in this agreement, all references to money are in Canadian dollars.
 27. We certify to you that the Services purchased under this agreement use and are being purchased by us with Organization funds and are therefore subject to the Goods and Services Tax, unless specifically exempted by regulation.
 28. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in SCHEDULE B and then remit that tax to the Receiver General of Canada on your behalf.

AUDIT

29. The Regional District will have the right upon reasonable prior written notice to audit and inspect:
 - a) Any site, facility, vehicle or equipment relating to the performance of the Services,
 - b) All data, records, documentation and other information of Contractor relating to the Services.
30. Without limiting any other audit right, during the term the Regional District may conduct composition studies, without notice, of any materials collected, transported, processed, or otherwise handled under this Agreement, at any stage of the Services and regardless of the location of such materials.
31. Contractor will co-operate with and provide to the Regional District reasonable assistance in order to exercise the rights set out in this Section.

TERMINATION

32. We may terminate this agreement:
 - a. For your failure to comply with a this agreement, immediately on giving written notice of termination to you and;
 - b. For any other reason, on giving at least 10 days written notice of termination to you.

Further to paragraph (a), should the Contractor fail to comply with the terms and conditions of this Agreement or fail to satisfactorily perform the services contemplated by this Agreement, the Regional District may issue a notice of default to the Contractor who will have five days to comply or correct or make right any default or unsatisfactory performance, or, where such correction will reasonably take longer than five days, provide the Regional District with a schedule of corrective measures. If we terminate this agreement under paragraph (b), we must pay that portion of the fees and expenses described in SCHEDULE B which equals the portion of the Services that was completed to our satisfaction before termination, that payment discharges us from all liability to you under this agreement.
33. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent Contractor and not our employee, agent or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
37. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this agreement.

39. Any notice contemplated by this agreement, to be effective, must be in writing and either:
 - (a) Delivered by hand to the addressee's address specified in this agreement, or
 - (b) Mailed by prepaid registered mail to the addressee's address specified in this agreement.

Any notice mailed in accordance with paragraph (b) is deemed to be received 24 hours after mailing. Either of the parties may give notice to the other of a substitute address from time to time.
40. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. This agreement, and any modification of it, constitutes the entire agreement between the parties as to the performance of the Services.
42. All disputes arising out of, or in connection with, this agreement, or in respect of any defined legal relationship associated with it or derived from it, must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia Domestic Commercial Arbitration Center under its rules.
43. Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.
44. Parties will provide each other at least 30 days prior written notice of the expirations of any labour agreement and Contractor will include, with such notice, an assessment of the likelihood of a Labour Disruption.
45. In the event that a labour disruption of any kind causes a reduction in Service Levels (a "Labour Disruption"), Contractor will inform the Regional District within four hours by phone and e-mail of the nature and scope of the disruption, as well as Contractor's immediate plans to invoke any or all of its Business Continuity Plan.
46. Without limiting Contractor's obligations under this Agreement, where a Labour Disruption also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or workarounds, Contractor will treat the Regional District and the Services no less favourably than any other services it provides, or any of its other customers, in the allocation of such resources or in the implementation of such temporary service changes or workarounds.
47. Without limiting Contractor's liability for performance of its obligations under this Agreement, Contractor will implement and maintain throughout the Term such contingency measures as may be appropriate, in the Regional District's sole discretion (acting reasonably), including a comprehensive business continuity plan (the "Business Continuity Plan"), to continue the performance of its obligations under this Agreement under various scenarios including equipment failure, fuel shortage, strike, road closures (including due to weather, construction or otherwise), fire, pandemic, quarantine, and natural disasters. The Regional District will have the right, upon demand from time to time, to review the Business Continuity Plan. Contractor will update its Business Continuity Plan at least once each year and in the event of any material change in operations or circumstance. Contractor will invoke its Business Continuity Plan where necessary due to any incident or event, including an event of Force Majeure that has the potential to have a material impact on Contractor's ability to provide any material part of the Services for any material period of time, or upon request. Without limiting Contractors' obligations under this Agreement, whenever an incident or event that invokes the

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- Business Continuity Plan also impacts other services provided by Contractor, and as a result Contractor is allocating resources or implementing temporary service changes or work-arounds, Contractor will treat the Regional District and the Services no less favourably than any of its other customers, in each case in the allocation of such resources or in the implementation of such temporary service changes or workarounds. The parties have 45 days from signing to confirm agreement to and attach a comprehensive business continuity plan to this Agreement.
48. The Regional District will have the right to make an equitable reduction to any Fees to reflect the value of any Services not received by the Regional District due to a Labour Disruption.
 49. In the event that a Labour Disruption lasts more than seven days, and for so long as the Labour Disruption continues, the Regional District will have the right to terminate this or any Statements of Work, for cause, immediately upon delivery of written notice of termination.
 50. The Contractor can exercise the same termination notice and procedure as stated in 49 above should the Regional District have a Labour Disruption lasting more than seven days. The Regional District will inform the Contractor within four (4) hours by phone and email of the nature and scope of the disruption. Additional costs will not be incurred by the Contractor due to a Labour Disruption at the Regional District.
 51. No change to the services provided under this Agreement may be made without a prior written Change Order approved by both the Contractor and the Regional District. The Regional District shall have no obligation to pay for any changes to the services without an approved Change Order. The Regional District will be issued an amendment for all Change Orders which will form part of this Agreement.
 52. For Change Orders, the Contractor will provide an initial response within fifteen Business Days of receipt of a Change Order indicating if able to comply with the Change Order. If Contractor is unable to comply with the Change Order, the parties will meet to discuss, in good faith, why Contractor is unable to comply with the Change Order.
 53. Where Contractor is able to comply with the Change Order, Contractor will provide a further, more detailed response (a "Change Response") within ten calendar days of providing its initial response, and such Change Response will include details of any costs or other changes required to this Agreement to comply with the Change Order.
 54. Section 6 to 11, 13, 14, 24, 25, 28 to 30 and 39 continue in force indefinitely even after this agreement ends.
 55. The SCHEDULES to this agreement are part of this agreement.
 56. If there is a conflict between a provision in a schedule to this agreement, and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this agreement.
 57. In this agreement, "we", "us", and "our" refer to our Organization alone and never refer to the combination of the Contractor and the organization; that combination is referred to as "the parties".
 58. This agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Organization or any of its agencies in order to provide the Services. Nothing in this agreement is to be construed as interfering with the exercise by the Organization or its agencies of any statutory power or duty.
 59. This agreement may be entered into by each party signing a separate copy of this agreement (including a photocopy or email copy) and delivering it to the other party.

SCHEDULE A SERVICES

Contract No.

DESCRIPTION OF SERVICES

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: "The Contractor must..."]

Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: "The Contractor must..."]

Outcomes

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that "outcomes" will be achieved]

Through the delivery of the Services the Regional District wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here or insert "See attached Outcomes" here and attach list of outcomes in separate document labeled "Outcomes" attached at the end of this Schedule.]

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

RELATED DOCUMENTATION:

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state "Not applicable"]

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

REPORTING REQUIREMENTS

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

TERMS

This Agreement shall be for a period commencing XXX to XXX.

KEY PERSONNEL

XXXX

**SCHEDULE B
FEES AND EXPENSES**

Contract No.SAMPLE

- 1) Fees will be paid at an hourly rate of: **\$XXX/hr.** (8 hrs. = 1 day) For the term during which the contractor is engaged in the fulfillment of their obligations under this Contract, including any extensions to the original term of the Contract, in no event will the fees payable to the contractor in accordance with this paragraph exceed, in aggregate, **\$XXX**, excluding any applicable taxes.
- 2) The following expenses, the aggregate of which shall not exceed **\$XXX**, excluding any applicable taxes, will be paid to the Contractor provided the same are supported, where applicable, by original receipts and are, in the opinion of the Regional District or delegate, necessarily incurred by the Contractor in the fulfillment of its obligations under this agreement:
 - a) The most economical travel, accommodation and meal expenses for travel greater than 32 kilometers away from Sechelt BC, when they are on travel status; and the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses.
- 3) Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Regional District at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Regional District containing:
 - (a) the Contractor's legal name and address;
 - (b) the date of the statement;
 - (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
 - (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
 - (e) the Contractor's calculation of all applicable taxes payable by the Regional District in relation to the Services;
 - (f) a description of this Agreement to which the statement relates;
 - (g) a statement number for identification; and
 - (h) any other billing information reasonably requested by the Regional District.
- 4) After receipt by the Regional District of any aforesaid written statement of account, the fees referred to in paragraph 1 of this schedule will be paid to the Contractor by electronic funds transfer, subject always to the respective maximum amount set forth in paragraph 5 of this schedule. The Fee will be payable within 30 calendar days of receipt of Contractor's approved invoice.
- 5) Maximum Amount: Despite sections 1 of this Schedule, **\$XXX** is the maximum amount which the Regional District is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes).

SCHEDULE D INSURANCE

Contract No.

Workers Compensation Board Coverage:

The Contractor will comply generally with the Workers' Compensation Act and in particular will obtain and maintain during the term of this Agreement, the necessary coverage for himself and any employees or subcontractors, and will, upon request by the Regional District, provide particulars of such coverage.

Insurance:

1. The Contractor shall, without limiting its obligations or liabilities and at its own expense, provide and maintain and continuously carry throughout the term of this Agreement, the following policies of insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the Regional District:
 - a) Commercial General Liability in an amount not less than **\$2,000,000.00** inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Regional District as an additional insured,
 - (ii) be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Regional District.
3. The Contractor must provide the Regional District with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Regional District evidence of all required insurance in the form of a completed Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Regional District within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Certificate of Insurance
 - (c) despite paragraph (a) or (b) above, if requested by the Regional District at any time, the Contractor must provide to the Regional District certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.