



# Sunshine Coast Regional District

# Request for Proposal

**Number: 2435003**

**for**

## **Cardboard Container, Hauling, and Recycling Services**

**Issue Date:**  
December 3, 2024

**Closing Date of**  
**January 6, 2025 at 3:00 PM local time**

**OPTIONAL SITE MEETING:** A site meeting will be held on **December 10, 2024 at 1:00pm local** time at the Sechelt Landfill, 4901 Dusty Rd, Sechelt, BC. Proponents need to RSVP by December 9, 2024 to [purchasing@scrd.ca](mailto:purchasing@scrd.ca) if no RSVPs are received the site meeting may be cancelled.

**CONTACT:** All enquiries related to this Request for Proposal, including any requests for information and clarification, are to be submitted by **December 13, 2024** and directed, in writing, to [purchasing@scrd.ca](mailto:purchasing@scrd.ca), who will respond if time permits with a Q&A on BCbid by **December 17, 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.

**Email Submission:** Proponents may submit an electronic proposal by email. Proposals submitted by email should be submitted to [submissions@scrd.ca](mailto:submissions@scrd.ca) in accordance with the instructions at Section 1.3 of the General Terms and Conditions of this RFP.

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

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## 1. GENERAL TERMS & CONDITIONS

### DEFINITIONS

Throughout this Request for Proposal, 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 <https://www.bcbid.gov.bc.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 District and the successful Proponent;

**"Contractor"** means the successful Proponent to the RFP who enters into a Contract with the Regional District;

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

**"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;

**"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; and

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

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

### 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.

### SUBMISSION OF PROPOSAL

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.

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.
- 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.

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.

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.

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.

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.

#### **SIGNATURE REQUIRED**

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

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

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

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

#### **IRREVOCABLE OFFER**

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

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

Time shall be of the essence in this contract.

#### **ASSIGNMENT**

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

#### **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.

#### **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.

#### **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 of 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.

#### **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.

#### **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.

#### **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.

#### **MANDATORY REQUIREMENTS**

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

#### **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 \$2,000,000 per occurrence
- (b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$2,000,000 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.

#### **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.

#### **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.

#### **LIABILITY FOR ERRORS**

While the Regional District has used considerable efforts to ensure an accurate 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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **DEBRIEFING**

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



## **1. INTRODUCTION**

### **1.1 Purpose**

The Regional District is looking for container, hauling and recycling services for cardboard delivered to the Pender Harbour Transfer Station and the Sechelt Landfill (Sites). The cardboard will be loaded into the Proponent's container(s) and full containers are to be hauled from each of the Sites to a reputable recycler or material recovery facility (recycling facility), in BC, at the Proponent's discretion, pre-approved by the Regional District.

It is imperative that the successful Proponent is able to provide servicing of the sites to remove full containers and replace with empty ones on a frequency that is reflective of the tonnages received.

The Regional District is looking for services that maximize efficiencies. Proposals that identify efficiencies to reduce the amount of GHG-emissions and overall costs per tonne are encouraged.

## **2. SITUATION/OVERVIEW**

### **2.1 Background**

The Regional District currently provides cardboard recycling services at three recycling depot locations for residential drop-off (no tipping fee) and two locations for residents and small businesses (tipping fee applies). The two locations with tipping fees are the Pender Harbour Transfer Station and Sechelt Landfill.

#### **2.1.1 Pender Harbour Transfer Station and Sechelt Landfill**

At the Pender Harbour Transfer Station and the Sechelt Landfill vehicles containing cardboard are scaled in by the Regional District, the customer empties the cardboard into the contractor-owned container and the vehicle is scaled out of the site. The cardboard tonnage is captured in the scale software, a tipping fee is collected, and a receipt is produced and offered to the customer. The full cardboard bins, as and when required, are picked up by the Contractor and delivered to a recycling facility for recycling.

#### **2.1.2 Current Site Locations**

1. Pender Harbour Transfer Station – 5545 Garden Bay Road, Pender Harbour
2. Sechelt Landfill – 4905 Dusty Road, Sechelt

Proponents are encouraged to visit the site to help with their understanding of site layout and access.



### 2.1.3 Site Constraints

The following are approximate dimensions of the available space at each site for the storage of Contractor-owned containers. Proponents are encouraged to conduct a site visit.

- a) Pender Harbour Transfer Station only has space for one container, approximately 40 yards in size or a combination of containers not exceeding this footprint;
- b) Sechelt Landfill has space for one container, approximately 40 yards in size or a combination of containers not exceeding this footprint;
- c) Pender Harbour Transfer Station has single-phase power available;
- d) Sechelt Landfill is temporarily operating on a 20 KW diesel generator during operating hours with future plans to tie into the grid with single-phase power.

### 2.1.4 Tonnage of Cardboard

The following is a summary of cardboard tonnage. The quantities outlined are based on historical data and may be used at the discretion of the Contractor. However, the Regional District makes no guarantee regarding the actual quantities that will be received and requires hauling during the term of the Contract. Actual amounts may be greater or lesser quantities.

**Table: Tonnage Summary for 2021-2023**

Description	Tonnes		
	2021	2022	2023
Cardboard received at Pender Harbour Transfer Station	12.67	13.82	5.86
Cardboard received at Sechelt Landfill	43.37	42.69	44.53
<b>TOTAL</b>	56.04	56.51	50.39

\*Average tonnage per load, using current practises, is 0.82 tonnes per load.

## 2.2 Scope

The successful Contractor's responsibilities will include the following:

### 2.2.1 Service Level

- a) Provide all materials, supervision, labour, equipment and all else necessary for, or incidental to, the proper execution of the work described in the Proposal;
- b) Equipment provided should be in a condition satisfactory to the Regional District;
- c) Ensure each Site always has at least the minimum number of containers on site at all times:
  - i. Pender harbour Transfer Station – a minimum of one 40-yard container (or equivalent).
  - ii. Sechelt Landfill – a minimum of one 40-yard container (or equivalent).

- d) Provide response to cardboard removal requests from Regional District staff within 24 hours, with cardboard removal to occur within two (2) working days during then-current site operating hours;
- e) The service for all sites includes removal of full container(s) and replacement with empty containers(s) and delivery of full containers to the recycling facility;
- f) Conduct work at all times in a manner that does not interfere with or impede existing operations at the Sites;
- g) Comply with then-current Ministry of Environment and Climate Change Strategy requirements and site safety procedures and regulations at all times;
- h) Provide a safety plan which meets the satisfaction of the Regional District;
- i) Cover the loads, or ensure the loads are secured, to prevent spillage of materials during transport in conformance with all transport regulations and local bylaws;
- j) Weigh loads leaving the Regional District sites on the Regional District scales; and
- k) Leave marshalling areas at the Sites clean and in good repair.

### **2.2.2 Reporting**

The Contractor will provide a quarterly Fuel and Greenhouse Gas report in an approved electronic format (Excel preferred) to the Regional District by the 15<sup>th</sup> of the following month.

### **2.2.3 Invoicing**

In addition to the terms listed in the General Contract Terms provided in section 4.1, the Contractor shall provide the following documents in approved electronic format via email to the Regional District by the 15<sup>th</sup> of the following month:

- a) Monthly invoice that includes:
  - i. Scale tickets from the Pender Harbour Transfer Station and Sechelt Landfill signed by the Regional District's Scale Attendant when load removed;
  - ii. Scale tickets from the recycling facility for each load delivered and identified by Site (e.g. Pender Harbour Transfer Station and Sechelt Landfill site); and
  - iii. A monthly summary sheet matching pickup and delivery dates, scale ticket number and tonnage.
- b. Tipping Fees  
The Proponent is responsible for any tipping fees. All information regarding tipping fees, processing fees and revenue from the sale of cardboard and disposal of residuals is to be provided in the Proposal.

### **2.2.4 Responsibilities of the Regional District**

- a) Provide instructional or sorting requirement signage at the Sites.
- b) Waste screening of cardboard delivered by customers to the Sites as follows:
  - i. Pender Harbour Transfer Station - conducted by Regional District staff.

- ii. Sechelt Landfill - conducted by Regional District staff.
- c) Provide locations for cardboard pick-up.
- d) Notify Contractor when extra cardboard servicing is required.
- e) Provide all reporting templates to the Contractor.
- f) Provide information to the public about the cardboard recycling program (e.g. what cardboard is accepted and any sorting requirements).

### **3. CONTRACT**

#### **3.1 General Contract Terms and Conditions**

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

#### **3.2 Term**

The term of the contract shall be in effect for a three (3) year period with an option to renew up to one additional two-year period. The renewal will be subject to the Contractor's performance and budgetary directives by the Board.

### **4. 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. **Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.**

#### **4.1 Capabilities**

##### **4.1.1 Relevant Experience**

Proponents should provide evidence of previous successful performance in comparable work. Proponents should have a minimum of five years' experience or Certification from an accredited school with a minimum of 2 years' experience. Proponents should provide complete information on experience of key personnel to be involved in the work and references from work on similar projects.

#### **4.1.2 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.

#### **4.2 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:

Contribute to a stronger local economy by:

- promoting a Living Wage
- Using fair employment practices;
- Increase training and apprenticeship opportunities;

Local expertise knowledge by:

- Being locally owned;
- Utilization of local subcontractors;

Environmental Cost of Ownership;

Energy efficient products;

Minimal or environmentally friendly use of packing materials; and

Reducing hazardous materials (toxics and ozone depleting substances).

#### **4.3 Approach**

The Proponent should include how they will provide container and hauling services. This includes:

- a) Methodology as to how the work will be completed and should include:
  - i. Size and quantity of containers to be provided for each site.
  - ii. How the proposed container(s) will ensure cardboard is protected from the weather.

- iii. How you will ensure that containers are as full as possible prior to removal.
- iv. The proposed recycling facility (or facilities), including name, facility location and location(s) where cardboard will be recycled.
- v. Proposed service schedule for removal of full containers and replacement with empty containers.
- vi. How on-call service requirements for the Pender Harbour Transfer Station and Sechelt Landfill will be met.
- vii. Work schedule i.e. which day(s) of the week service is available.
- viii. How the Contractor will meet or exceed the Regional District's requirements.
- b) Detailed breakdown of all equipment and resources to be utilized, the detailed breakdown should include at a minimum:
  - i. Year, make and model.
  - ii. Safety features (i.e. back-up cameras, proximity sensors, safety locks etc.)
- c) Employee driver qualifications, experience, training and safety standards and programs.

#### **4.4 Value Add**

Proponents should include initiatives to maximize the tonnage per load for shipping cardboard including but not limited to bin design or safe compacting proposals. Include any proposed changes to current practices and anticipated tonnes per haul.

#### **4.5 Safety Plan**

The successful Contractor will take particular care to ensure the safety of employees and the general public while providing the services. The Contractor **must:**

- a) Ensure workers are properly trained in and follow all aspects of workplace safety and health related to the services in your contract.
- b) Ensure any services provided under contract are carried out in accordance with the *Workers Compensation Act*, WorkSafeBC regulations, and all applicable statutes and regulations.
- c) Provide immediate notice to the Regional District of any damage, injury, or threat of damage or injury to persons or property while working on Regional District property.
- d) Provide the Regional District with a copy of your current safety program, exposure control plan, and safe work procedures, upon request.
- e) Train and educate workers in all aspects of workplace safety, in accordance with the WorkSafeBC Occupational Health and Safety Regulation.
- f) Ensure staff, residents and the public are kept safe at all times.
- g) Provide all necessary tools, materials and equipment for workers to perform tasks safely.
- h) Understand and be knowledgeable about workplace hazards, describe how they will perform the work safely.

- i) Describe any hazards and risk assessments associated with containers that will be provided. Include Hierarchy of Controls to eliminate or reduce any risks identified.

#### **4.6 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.

A completed Appendix B Pricing Table **must** be included.

### **5. 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.

### **6. 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.

## 6.1 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.
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
The proposal must include a completed Appendix B Pricing Table.

## 6.2 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>
Experience and Capabilities – qualifications, expertise, experience, references, records of success	15
Approach – service provision, methodology, safety plan, etc.	20
Value Add	10
Sustainable Social Procurement	15
Price	40
<b>TOTAL</b>	<b>100</b>



### **6.3 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.