



Request for Proposals

Regional District of Nanaimo

**Curbside Collection of Garbage,
Recyclables and Organics**

RFP # 19-003

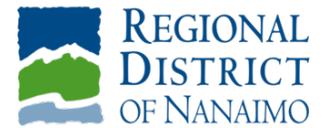
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TABLE OF CONTENTS

| | |
|--|-----------|
| 1. INTRODUCTION | 1 |
| 1.1 Purpose of this RFP | 1 |
| 1.2 Background..... | 1 |
| 1.3 Eligibility to Participate in this RFP | 2 |
| 1.4 Current Service Provider | 2 |
| 1.5 Bylaw No 1591 | 2 |
| 1.6 Data Room..... | 2 |
| 1.7 Participation Agreement | 2 |
| 1.8 Reference Information | 2 |
| 2. KEY ELEMENTS OF THE SERVICES | 3 |
| 2.1 Term | 3 |
| 2.2 Start-Up Schedule | 3 |
| 2.3 Collection Services | 3 |
| 2.4 Inclusion of Yard Waste as Organics | 4 |
| 2.5 Assisted Set-Out Services..... | 5 |
| 2.6 Carts | 5 |
| 2.7 Ownership of Carts..... | 6 |
| 2.8 Collection Vehicles | 7 |
| 2.9 Recycle BC | 7 |
| 2.10 Pricing and Payment | 8 |
| 2.11 Cost of Carts and Collection Vehicles | 8 |
| 3. PROCUREMENT PROCESS..... | 9 |
| 3.1 Information Meeting..... | 9 |
| 3.2 Site Visit..... | 9 |
| 3.3 RFP Schedule..... | 9 |
| 3.4 Contact Person | 10 |
| 3.5 Enquiries..... | 10 |
| 3.6 Addenda | 11 |
| 3.7 Changes to the Contract..... | 11 |
| 3.8 RDN Advisors | 12 |
| 4. SUBMISSION INSTRUCTIONS..... | 12 |
| 4.1 Submission Location and Submission Time..... | 12 |
| 4.2 Proposal Submission Details..... | 12 |
| 4.3 Proposal Format | 13 |
| 4.4 Sample Prototype Carts | 13 |
| 4.5 Material Change After Submission Time..... | 14 |
| 4.6 Revisions Prior to Submission Time..... | 14 |



| | | |
|-----------|---|-----------|
| 5. | EVALUATION | 14 |
| 5.1 | Mandatory Requirements | 14 |
| 5.2 | Evaluation Committee | 14 |
| 5.3 | Evaluation Criteria | 14 |
| 5.4 | Evaluation Process | 16 |
| 5.5 | RDN's Right to Reject Proposals | 16 |
| 5.6 | Options for Yard Waste | 17 |
| 5.7 | Proposal Extracts | 17 |
| 5.8 | Negotiation of Contract and Award | 17 |
| 5.9 | Corrections to Pricing | 18 |
| 5.10 | Unsuccessful Proposals | 18 |
| 6. | CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE | 18 |
| 6.1 | Reservation of Rights to Disqualify | 18 |
| 6.2 | Disclosure and Transparency | 19 |
| 6.3 | Relationship Disclosure | 19 |
| 6.4 | Restricted Parties | 19 |
| 7. | GENERAL TERMS AND CONDITIONS | 19 |
| 7.1 | Receipt of Complete RFP | 19 |
| 7.2 | Third Party Communications | 20 |
| 7.3 | Ownership of Proposals | 20 |
| 7.4 | Risk Regarding Electronic Communications | 20 |
| 7.5 | Unbalanced Pricing | 20 |
| 7.6 | Language | 21 |
| 7.7 | Definitive Record | 21 |
| 7.8 | Freedom of Information and Protection of Privacy Act | 21 |
| 7.9 | Confidentiality | 21 |
| 7.10 | Reservation of Rights | 21 |
| 7.11 | No Representation or Warranty | 22 |
| 7.12 | Proponent's Expenses | 22 |
| 7.13 | Limited Claim for Compensation | 22 |
| 7.14 | No Collusion | 23 |
| 7.15 | No Solicitation | 23 |
| 7.16 | Trade Agreements | 23 |
| 8. | INTERPRETATION | 23 |
| 8.1 | Definitions | 23 |
| 8.2 | Governing Law | 26 |
| 8.3 | Interpretation | 26 |



APPENDIX 1 DRAFT CONTRACT

APPENDIX 2 PARTICIPATION AGREEMENT

APPENDIX 3 SUBMISSION REQUIREMENTS

APPENDIX 4 SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

APPENDIX 5 PROPOSAL DECLARATION FORM

APPENDIX 6 RELATIONSHIP DISCLOSURE FORM

APPENDIX 7 BONDING UNDERTAKING

REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose of this RFP

The purpose of this Request for Proposals is to invite Proponents to prepare and submit competitive Proposals to provide the RDN with certain Services, including:

- (a) the Collection Services, which include automated curbside collection services for Garbage, Recyclables and Organics; and
- (b) the Cart Services, which include the purchase, distribution and maintenance of all Carts.

Through this RFP process, the RDN is seeking to enter into a long-term contract for the Services (the “**Contract**”) with an experienced, qualified contractor (the “**Contractor**”) to properly perform the Services in a cost-effective manner. A draft version of the Contract is attached at Appendix 1 [Draft Contract].

1.2 Background

The RDN provides regional governance and services to more than 155,000 people on Vancouver Island’s central east coast, covering a large, diverse area of nearly 207,000 hectares with distinct communities that includes the municipalities of Nanaimo, Parksville, Qualicum Beach, Lantzville and seven unincorporated electoral areas. The RDN provides and coordinates a range of services in both urban and rural areas, depending on local needs. The RDN’s responsibilities and services include regional and community planning, transit, liquid and solid waste management, recreation and parks, building inspection and bylaw enforcement, water and sewer utilities, general administration and emergency planning.

The RDN’s residential curbside collection program is a compulsory service set out in Bylaw No. 1591 “A Bylaw to Provide for the Collection of Garbage, Food Waste and Recyclable Materials within the Regional District of Nanaimo.”. The service is fully funded by user fees. Service to First Nations areas may be added in the future. Multifamily dwellings and industrial, commercial and institutional buildings are not serviced by the RDN’s residential curbside collection program. Areas within the City of Nanaimo are also not part of this RFP.

The RDN’s overall objectives for the performance of the Services include:

- (a) selecting a qualified Contractor to perform the Services in a professional and cost-effective manner;
- (b) accommodating the current level of waste generation and allowing for flexibility to meet actual waste generation of residents as well as future economic and environmental goals, specifically the RDN’s goal of 109 kg/capita/year by 2029;
- (c) raising awareness of waste generation, and the corresponding cost of collection and disposal; and



- (d) encouraging residents to recycle and reduce the amount of waste disposal.

1.3 Eligibility to Participate in this RFP

All qualified parties are invited to respond to this RFP.

1.4 Current Service Provider

The RDN's current provider of the Collection Services, Waste Connections of Canada Inc. is invited to submit a Proposal in response to this RFP. The current service provider may have experience and knowledge that is not available to other interested parties. The RDN has endeavoured to make available to interested parties information in its possession that is relevant to the existing services agreement, except the RDN will not release any of the current service provider's confidential commercial information.

1.5 Bylaw No 1591

There are currently certain provisions in the Contract that are inconsistent with the RDN's Bylaw No 1591. The RDN intends to update its bylaws prior to the commencement of the Services to remove any inconsistency.

1.6 Data Room

The RDN intends to use an electronic data room (the "**Data Room**") for this RFP. Certain documents related to this RFP, including the draft Contract and the Reference Information, will only be provided to the Proponents via the Data Room. The RDN intends to only grant Proponents access to the Data Room upon submission of an executed Participation Agreement as described in Section 1.7.

The information in the Data Room may be supplemented or updated from time to time. Although the RDN will attempt to notify known Proponents of updates and Addenda, Proponents are solely responsible for ensuring they check the Data Room frequently for updates and to ensure the information used by the Proponents is the most current, updated information.

1.7 Participation Agreement

As a condition of participating in this RFP, each Proponent **must** complete, sign and deliver to the Contact Person, a copy of the Participation Agreement in substantially the form set out in Appendix 2 [Participation Agreement] or as otherwise acceptable to the RDN in its discretion. Proponents will not be given access to the Data Room or be permitted to participate further in this RFP (other than attending the Information Meeting) unless and until they have signed and delivered a Participation Agreement as required by this Section. The delivery of a Participation Agreement to the RDN does not require the Proponent to actually submit a Proposal.

1.8 Reference Information

The RDN has made available in the Data Room information on the existing Collection Services and historical, current and future estimates of tonnages of collected materials ("**Reference Information**"). The



RDN does not represent or warrant as to the accuracy or reliability of any Reference Information. Proponents are to review, rely upon and otherwise use such information at their own risk.

2. KEY ELEMENTS OF THE SERVICES

Any description or overview of the Services and the draft Contract in this RFP is provided for convenience only and does not replace, supersede, supplement or alter the Contract. If there are any inconsistencies between the terms of the Contract and the description or overview of those terms set out in this RFP, the terms of the Contract will prevail. Proponents should carefully review the draft Contract including its attachments for the full scope of the Services.

2.1 Term

The RDN is seeking a Contractor to provide the Services for an initial term of 10 years. The Contract will include an option for the RDN to extend the Contract for up to an additional 10 years. This option will be exercisable by the RDN, at its discretion, in accordance with the Contract.

The effective date of the Contract will be based on the date the Contract is signed, which will be well in advance of the commencement of the Collection Services.

2.2 Start-Up Schedule

After executing the Contract and before the commencement of the Collection Services, the Contractor will need to source the necessary Collection Vehicles, and to purchase and distribute Carts to approximately 29,000 Single Family Dwelling Units. Subject to any time extension permitted by the Contract, the Contractor will be required to:

- (a) not commence distribution of the Carts prior to June 1, 2020;
- (b) commence distribution of the Carts by no later than August 4, 2020;
- (c) complete distribution of the Carts by no later than September 18, 2020;
- (d) commence the Collection Services on October 1, 2020; and
- (e) provide regular updates to the RDN regarding the status of the Contractor's procurement of the Collection Vehicles and the Carts.

If a Proponent has any concerns with meeting the proposed schedule, they should bring them to RDN's attention by submitting an Enquiry pursuant to Section 3.5.

2.3 Collection Services

The Contractor will:

- (a) for Garbage:
 - (1) collect Garbage from Single Family Dwelling Units once every two weeks;



- (2) depending on the location of collection, deliver all Garbage to either the Transfer Station or to the RDN Landfill; and
 - (3) not assume ownership of the Garbage and not be responsible for any tipping fees associated with Garbage disposal;
- (a) for Recyclables:
- (1) collect Recyclables in a single stream from Single Family Dwelling Units once every two weeks;
 - (2) deliver all Recyclables to the Recyclables Facility; and
 - (3) not assume ownership of the Recyclables, not be responsible for any tipping fees associated with Recyclables disposal, and not receive any additional compensation for any value of the Recyclables; and
- (b) for Organics:
- (1) collect Organics from Single Family Dwelling Units once per week;
 - (2) depending on the location of collection, deliver all Organics to either the Transfer Station or to the Circular Waste Facility; and
 - (3) not assume ownership of the Organics, be responsible for any tipping fees associated with Organics disposal, nor receive any additional compensation for any value of the Organics.

Garbage and Organics collected within School District 69 (between Nanoose Bay and Deep Bay) will be delivered to the Transfer Station (hours of operations are 8:00 am to 5:00 pm, Monday to Sunday). Garbage collected within School District 68 (between Lantzville and the Cowichan Valley Regional District boundary and including Gabriola Island) will be delivered to the RDN Landfill (hours of operations are 8:00 am to 5:00 pm, Monday to Sunday), and Organics collected within same area will be delivered to the Circular Waste Facility (hours of operations are 8:00 am to 4:30 pm, Monday to Friday).

Recyclables collected within School Districts 68 and 69 will be delivered to the Recyclables Facility owned by Waste Connections of Canada under contract with Recycle BC (hours of operations are 8:00 am to 5:00 pm, Monday to Friday).

2.4 Inclusion of Yard Waste as Organics

The RDN has not yet decided whether Yard Waste will be included as part of Organics. The RDN intends to make this decision largely based on the result of this RFP. On October 16, 2018, the RDN's board approved the resolution to transition to an automated service in 2020 and to proceed with a RFP for the delivery of:

- (a) an automated collection service for Garbage, Recyclables and Organics, where Organics does not include Yard Waste ("**Option 1 (No Yard Waste)**"); and



- (b) an automated collection service for Garbage, Recyclables and Organics, where Organics includes Yard Waste (“**Option 2 (Yard Waste)**”).

Accordingly, Proponents should submit Proposals for the Services that are compatible with and include pricing for both Option 1 (No Yard Waste) and Option 2 (Yard Waste).

2.5 Assisted Set-Out Services

The Contract may include a requirement for the Contractor to provide Assisted Set-Out Services to qualified residents that have difficulty moving the Carts to the curbside for collection. The Contractor will assist qualified residents by collecting their Carts from a location on their property mutually agreed upon by the RDN and the resident, emptying and returning the Carts to the agreed upon location. At time of RFP issuance, there is no Assisted Collection Service program in place. As such, the parameters of this service will be developed with input from the Preferred Proponent. The RDN envisions the Assisted Collection Service program will require proof of requirement for disability service, and a site visit from a RDN solid waste team member to confirm and validate the need. A reasonableness concept will be required as long private driveways, especially in rural areas, can be prohibitive for Assisted Set-Out Service. The RDN anticipates that only a small number of Single Family Dwelling Units will be eligible to receive Assisted Set-Out Services and that the Contractor will be paid an additional unit price amount for each Single Family Dwelling Unit that receives Assisted Set-Out Services.

The RDN's decision as to whether or not to include Assisted Set-Out Services will be largely based on the result of this RFP. The Contract will require modification if the Assisted Set-Out Services are not included in the Services and to finalize details developed and negotiated with the Preferred Proponent.

2.6 Carts

As part of the Services, the Contractor will be required to purchase and distribute Carts to each of the approximately 29,000 Single Family Dwelling Units in the Service Area. Each Single Family Dwelling Unit will require three separate Carts - one for Garbage, one for Recyclables and one for Organics.

The Contractor will be required to maintain and, when necessary, replace Carts during the term of the Contract at no additional cost to the RDN. The Contractor will be expected to recover the cost of purchasing the Carts through the RDN's monthly payments for the Services.

The Contractor will required to provide the following types of Carts:

| Material | Cart Size |
|----------------------------------|----------------------------|
| Garbage: | |
| downsize | 80 L |
| standard | 100 L or 100 L Alternative |
| upsized | 240 L |
| Recyclables: | |
| standard | 240 L |
| upsized | 360 L |
| Organics: | |
| <u>Option 1 (No Yard Waste):</u> | |
| standard | 80 L |
| <u>Option 2 (Yard Waste):</u> | |
| standard | 100 L or 100 L Alternative |
| upsized | 240 L |

The RDN is considering the following two options regarding the initial type of Cart for each Material:

- (a) the RDN may require all Single Family Dwelling Units to initially obtain the standard size for each type of the three types of Carts and then provide a period of time during which residents may elect to either upsize or downsize, if applicable, based on their anticipated use; or
- (b) the RDN may seek input from its residents regarding their preferred size of Carts and then provide the results to the Contractor well in advance of the commencement of the Services.

For Garbage and for Organics Option 2 (Yard Waste), the RDN has a preference for Carts with 100 L capacity but will consider 100 L Alternatives with a false bottom if proposed by a Proponent.

All Carts will be required to comply with the applicable requirements in the Contract, which include a requirement for all Carts to have Radio Frequency Identification (RFID) and serial numbers and for the Carts to be compatible with the proposed type of Collection Vehicle. Some Carts will also require Bear-Resistant Hardware.

2.7 Ownership of Carts

The Contractor is to own the Carts at all times during the term of the Contract, provided that if the Contract terminates or expires, ownership of the Carts will immediately transfer from the RDN to the Contractor. To ensure ownership is transferred upon termination or expiry of the Contract, the Carts must remain unencumbered and may not be used as collateral or security for any financing obtained by the Contractor.



2.8 Collection Vehicles

The Contractor will be required to provide, maintain and operate a safe and reliable fleet of Collection Vehicles for the fulfillment of the Collection Services in accordance with the terms of the Contract. The proposed Collection Vehicles must be able to collect Garbage, Recyclables and Organics from the fleet of Carts with the approximate sizes of 80 litres, 100 litres, 240 litres and 360 litres.

The Contractor will be responsible for maintenance, repairs and all other operating costs of the Collection Vehicles, including a contingency plan to provide Collection Services without any reasonable delay in the event of Collection Vehicle breakdown.

Consistent with the *Focus on the Environment* initiative as laid out in the RDN's Strategic Plan 2016- 2020, the RDN recognizes that a healthy environment is key to economic development and a healthy community. To that end, the RDN is committed to reducing greenhouse gases to minimize environmental impact in the delivery of the Services. The Contractor will be required to submit greenhouse gas emissions data generated during the delivery of the Services, including the class of Collection Vehicles used for the Services, and the type and total amount of fuel used by vehicle class.

The Contractor will be required to equip the Collection Vehicles with an RFID system compatible with the Cart fleet, truck mounted cameras and on-board display to monitor the collection of the waste streams. The system will be used in conjunction with the Cart inventory database to collect, store, and provide data, photo/video data in real-time, and by request from customer service staff, management and the RDN, for every scheduled collection, and every Single Family Dwelling Unit registered for Services within the Service Area. The system should allow for:

- (a) reporting of key information to the RDN, management, drivers, and customer service staff, and for importing and exporting information with the enterprise applications in use at the RDN and its member municipalities; and
- (b) the provision for customer service support for the purposes of receiving and addressing waste management collection issues, and concerns that arise from the performance of the Services.

2.9 Recycle BC

In 2014, the RDN partnered with Recycle BC (formerly Multi Material British Columbia) to become a collector of Recyclables for Single Family Dwelling Units as required under the Provincial Recycling Regulation. In November 2018, the RDN entered into a five year contract with Recycle BC to continue curbside collection of Recyclables (the "**Recycle BC Contract**"). The RDN intends to flow down many of its obligations under the Recycle BC Contract to the Contractor and, accordingly, much of the work required under the Recycle BC Contract is included the Contract. The Contractor is not required to perform any activities in the Recycle BC Contract that are not included in the Contract.



The Recyclable BC Contract is set to expire on December 31, 2023, although the RDN anticipates that it will be extended. If the Recyclable BC Contract is not renewed, the Contract will be adjusted as described in the draft Contract attached at Appendix 1 [Draft Contract].

2.10 Pricing and Payment

The RDN will compensate the Contractor for performing the Services based largely on an annual unit price multiplied by the number of Single Family Dwelling Units that receive the Services. The unit price for the Services covers both the Cart Services and the Collection Services. The annual unit price is subject to adjustment as described in the Contract, including:

- (a) a one-time adjustment to reflect material difference between the estimated quantity and actual quantity of Carts required as of the commencement of the Collection Services;
- (b) starting in 2022, an adjustment to the unit price if the actual number of Single Family Dwelling Units is materially different (either higher or lower) than what is currently forecasted by the RDN; and
- (c) starting in 2022, an adjustment to the Collection Services unit price based on CPI.

In addition to the unit price for the Services, the Contractor will be compensated for providing Assisted Set-Out Services (if RDN elects to include) and for providing Bear-Resistant Hardware based on the number of Single Family Dwellings receiving Assisted Set-Out Services and the number of Carts that require Bear-Resistant Hardware

The RDN will make monthly payments to the Contractor for performance of the Services starting from the commencement of the Collection Services. The RDN may deduct from the monthly payment any sums owing by the Contractor to the RDN, including but not limited to, the Contractor's portion of the service level failure credits levied against the RDN under the Recycle BC Contract.

Liquidated damages will be payable by the Contractor to the RDN if the Contractor does not comply with certain contractual requirements, as described in the Contract.

2.11 Cost of Carts and Collection Vehicles

The Contractor will be required to purchase the Carts and the Collection Vehicles prior to receiving any payment from the RDN. Proponents should factor in any potential changes to the cost of the Carts and the Collection Vehicles between the Submission Time and the date the Carts and Collection Vehicles are actually purchased, including changes arising from the cost of resin and potential exchange rate fluctuations. If the Contractor elects to purchase the Carts shortly after entering into the Contract to lock-in the purchase price of the Carts, then the Contractor will be required to make arrangements to securely store the Carts until they are delivered to residents.

At no time may the Carts be encumbered by any lien, charge, security interest, encumbrances or similar interest. The RDN reserves the right to conduct such searches and investigations as necessary to confirm that the Carts are unencumbered at all times.

3. PROCUREMENT PROCESS

3.1 Information Meeting

RDN intends to hold an information meeting for Proponents at 1:00 p.m. on February 26, 2019 at 6300 Hammond Bay Road (1st floor Committee Room) in Nanaimo (the “**Information Meeting**”). The purpose of this meeting will be to provide Proponents with an overview of the RFP and the Services and to provide an informal opportunity for Proponents to ask questions. Proponents are strongly encouraged to attend the meeting but are under no obligation to do so. If a Proponent does not attend, the Proponent will be deemed to have received any information provided to the other Proponents at the Information Meeting.

The RDN will permit oral questions during the Information Meeting; however, complex questions should be submitted in writing by Proponents to the RDN pursuant to Section 3.5 of this RFP well in advance of the Information Meeting. Proponents may not rely on any oral response provided by the RDN during the meeting and if a Proponent wishes to rely on anything said or indicated, the Proponent should submit an Enquiry and request an Addendum. Verbal enquiries and responses may be recorded and distributed to all Proponents at the discretion of RDN.

3.2 Site Visit

The RDN does not intend to hold a site visit. It is the responsibility of the Proponent to investigate and become familiar with local conditions that may affect cost, progress and performance related to the Services. A map of the Service Area is included in the Data Room as Reference Information.

3.3 RFP Schedule

The following is the RDN’s estimated timeline for the procurement and commencement of the Services:

| Event | Date |
|--|-------------------------|
| Issue RFP and Draft Contract to Proponents | February 15, 2019 |
| Information Meeting | See Section 3.1 |
| Submission Time | See Section 4.1 |
| Selection of Preferred Proponent | May / June 2019 |
| Contract Finalization and Execution | July 2019 |
| Contractor Sourcing of Carts and Collection Vehicles | Upon Contract Execution |
| Distribution of Carts to Residents | Summer 2020 |
| Commencement of Services | October 1, 2020 |

This timeline is subject to change at the sole and absolute discretion of the RDN.



3.4 Contact Person

The contact person for this RFP is (the “**Contact Person**”):

Vivian Schau, Zero Waste Coordinator
E-mail: vschau@rdn.bc.ca

The Contact Person may delegate the authority granted to the Contact Person pursuant to this RFP.

3.5 Enquiries

All enquiries regarding any aspect of this RFP should be directed to the Contact Person by e-mail to the address provided in Section 3.4 (each an “**Enquiry**”). The following applies to any Enquiry:

- (a) responses to an Enquiry will be provided by e-mail response solely to the e-mail address used to send the Enquiry to the Contact Person;
- (b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the RDN;
- (c) to allow the RDN sufficient time to respond, Enquiries should be submitted well in advance of the Submission Time, and preferably at least ten Business Days before the Submission Time; and
- (d) the RDN will make reasonable efforts to respond to all Enquiries but reserves the right to not respond to any Enquiry made by a Proponent, including Enquiries not received within the time described in Section 3.5(c);
- (e) a Proponent may request that a response to an Enquiry be kept confidential by clearly marking the Enquiry “Commercial in Confidence” in the subject line of the e-mail if the Proponent considers that the Enquiry is commercially confidential to the Proponent;
- (f) if RDN decides that an Enquiry marked “Commercial in Confidence” or RDN’s response to such an Enquiry must be made available to all Proponents, then the RDN will permit the enquirer to withdraw the Enquiry rather than receive a response. If the Proponent does not withdraw the Enquiry, then the RDN may make its response available to all Proponents;
- (g) notwithstanding Sections 3.5(e) and 3.5(f):
 - (1) if one or more other Proponents submits an Enquiry on the same or a similar topic to an Enquiry previously submitted by a Proponent as “Commercial in Confidence”, RDN may provide a response to such Enquiry to all Proponents;
 - (2) if RDN determines there is any matter which should be brought to the attention of all Proponents for whatever reason, including to ensure the fairness of the procurement process, whether or not such matter was the subject of an Enquiry, including an Enquiry marked “Commercial in Confidence”, RDN may, in its



discretion, post the Enquiry, response or information with respect to such matter;
and

- (3) if a Proponent identifies a conflict or error in the RFP documents, including the Contract, the RDN may correct the conflict or error by Addendum.

This RFP should not be discussed with any RDN employee or representative other than the Contact Person. Information received from sources other than the Contact Person cannot be relied upon. Furthermore, any information offered from sources other than the Contact Person via an Addendum with regard to the content, intent or interpretation of this RFP is not official, may be inaccurate, and should not be relied on in any way, by any Proponent for any purpose.

3.6 Addenda

The RDN may, in its discretion, through the Contact Person amend or clarify the terms or contents of this RFP at any time before the Submission Time by issuing a formal Addendum in the Data Room. Written Addenda are the only means of amending or clarifying this RFP and no other form of communication whether written or oral, including written responses to Enquiries as provided by Section 3.5, will be included in, or in any way amend, this RFP. If a Proponent wishes to rely on a written response to an Enquiry, then they should request the Contact Person to issue an Addendum.

3.7 Changes to the Contract

The RDN's preferred form of Contract is attached as Appendix 1 [Draft Contract]. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider making revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Submission Time as an Enquiry in accordance with Section 3.5. If making such a request, the Proponent should provide the following information for each requested change:

- (a) the section reference in the Contract or attachment thereto;
- (b) an explanation of the reason why the Proponent requests the change (for example, the provision does not represent good "value for money" for the RDN or because, in the Proponent's view, the provision inappropriately allocates technical, legal or commercial risk);
and
- (c) the Proponent's proposed alternative wording.

If the RDN agrees to a request received prior to the Submission Time, then RDN will issue an Addendum to modify the Contract. Proponents should prepare their Proposal based on the form of Contract attached as Appendix 1 [Draft Contract], as may be amended by Addenda, and are strongly discouraged from requesting changes to the draft Contract in a Proposal or submitting a Proposal that assumes the RDN will agree to modify the terms of the draft Contract.



The RDN reserves the right to consider any requested changes as part of the evaluation of a Proposal and to reject a Proposal from a Proponent that does not follow this Section 3.7 and, in particular, reserves the right to reject any Proposal that includes “deviations”, “clarifications” or similar items as part of its Proposal.

3.8 RDN Advisors

The RDN may, in its discretion, consult with various technical, commercial and legal advisors or consultants in relation to any aspect of this RFP.

4. SUBMISSION INSTRUCTIONS

4.1 Submission Location and Submission Time

Proposals in response to this RFP **must** be received at the following location (the “**Submission Location**”):

Address: Regional District of Nanaimo
Regional and Community Utilities – 2nd Floor
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

on or before the following date and time (the “**Submission Time**”):

Time: 3:00:00 p.m. local time
Date: March 29, 2019

Proposals may be delivered to the Submission Location on Business Days from 8:30 a.m. to 4:30 p.m. local time. Proposals should be clearly marked with the Proponent’s name and the following:

“Attention: Solid Waste Services – Vivian Schau
Re: RFP #19-003 – Curbside Collection of Garbage, Recyclables and Organics”

Proposals received after the Submission Time will not be considered. The actual time of Proposal submission will be determined with reference to the clock used by the RDN for that purpose. Proponents are encouraged to submit their Proposals well in advance of the Submission Time to minimize the risk of their Proposal being late.

4.2 Proposal Submission Details

Proponents should include three hard copies and one electronic copy of their Proposal. The electronic copy should be on a USB flash drive in PDF or Word format, with a label identifying its contents and should be in a searchable format to facilitate review by the Evaluation Committee.

Proposals submitted by fax or e-mail will not be accepted.



4.3 Proposal Format

Each Proposal should be structured as described in Appendix 3 [Submission Requirements] and should include all forms and information required therein.

4.4 Sample Prototype Carts

Proponents should provide a sample prototype of each of the following types of Cart that the Proponent intends to use:

- (a) 80 L;
- (b) 100 L (or 100 L Alternative);
- (c) 240 L;
- (d) 360 L; and
- (e) one Cart (any size) with Bear-Resistant Hardware.

Proponents should notify the Contact Person no less than 2 Business Days prior to when the Proponent intends to deliver to the RDN the sample prototype Carts so that the RDN can make arrangements to receive and store the Carts. Proponent should deliver the Carts at the time specified by the Contact Person when making the delivery arrangements, which shall be between the hours of 8:00 am to 4:30 pm, Monday through Friday, no later than the Submission Time at:

Regional District of Nanaimo
Solid Waste Department
6300 Hammond Bay Road, Nanaimo, BC V9T 6N2

Each sample prototype Carts should be labelled with the RFP #19-003, name of Contact Person, Proponent name, product description (including Cart size), product number and contact details (name, phone number and e-mail address) of Proponent contact person.

The RDN will notify Proponents when the prototype Carts are no longer required, at which time each Proponent will be responsible for retrieving their sample prototype Carts. If the prototypes are not collected within a reasonable period of time, then the RDN may dispose of the prototypes.

The prototypes described in this Section will not be considered to form part of the Proposal for the purposes of the Mandatory Requirement in Section 5.1(b) and the RDN reserves the right to receive and consider prototypes submitted after Submission Time. However, Proponents are strongly encouraged to submit the prototypes prior to the Submission Time and the RDN may, at its discretion, reject a Proponent that has not submitted prototypes in accordance with this Section or may consider such failure when conducting the evaluation of Proposals.



4.5 Material Change After Submission Time

Notwithstanding Section 4.6, a Proponent will give immediate notice to the RDN of any material change that occurs to a Proponent after the Submission Time, including a change to its membership, corporate structure or a change to the Proponent's financial capability.

4.6 Revisions Prior to Submission Time

A Proponent may withdraw, revise or amend its Proposal at any time prior to the Submission Time by submitting to a clear and detailed written notice of the withdrawal, revision or amendment to the Submission Location prior to the Submission Time. The Proponent will not be entitled to change its Proposal after the Submission Time, and no words or comments should be added to the Proposal after the Submission Time unless requested by the Contact Person for purposes of clarification.

5. EVALUATION

5.1 Mandatory Requirements

The RDN has determined that the following are the only Mandatory Requirements in this RFP:

- (a) the Proponent must have signed and delivered a Participation Agreement in accordance with Section 1.7; and
- (b) the Proposal must be received at the Submission Location before the Submission Time.

5.2 Evaluation Committee

The evaluation of Proposals will be undertaken by an evaluation committee (the "**Evaluation Committee**") comprised of persons appointed by the RDN, which may consist of RDN employees and third party consultants. The Evaluation Committee may consult with, and receive advice from, technical, legal, financial and other consultants as the Evaluation Committee may, in its discretion, decide it requires.

5.3 Evaluation Criteria

The Evaluation Committee will compare and evaluate Proponents based on their Proposals to identify a Proposal that the Evaluation Committee, in its discretion, judges to be the most advantageous to the RDN, using the following criteria and weightings (the "**Evaluation Criteria**"):

- (a) Technical (50%): The Evaluation Committee will evaluate the technical portions of the Proponent's Proposals, including the applicable information submitted in response to Appendix 3 [Submission Requirements]. The Evaluation Committee expects to focus on the Proponent's demonstrated:
 - (1) overall ability to perform the Services;
 - (2) corporate qualifications and experience;



- (3) experience, depth and strength of personnel;
 - (4) approach and methodology to successfully delivering the Services in accordance with the Contract;
 - (5) experience, and continual commitment to employee and public safety, and safeguarding of public and private property in performance of the Services;
 - (6) experience, and continual commitment to environmental stewardship, including but not limited to, the Proponent's environmental management policies, systems and best practices relating to the execution of the Services;
 - (7) understanding of the requirements of the Contract, including the requirements related to Carts and Collection Vehicles;
 - (8) technical feasibility and maintenance strategies for the proposed Collection Vehicle fleet and equipment in the execution of the Services;
 - (9) quality and suitability of the proposed Carts, based largely on the prototype Carts provided pursuant to Section 4.4, including the ease of assembly and maintenance, color consistency, material and construction, handling, functionality, maneuverability, life expectancy, associated RFID system and durability of the sample;
 - (10) Cart supply and inventory management plan to ensure timely and efficient supply, distribution and management of Carts;
 - (11) communication strategies for both internal and external stakeholders to ensure the productive and effective execution of the Services;
 - (12) experience and proposed approach to customer service;
 - (13) methodology and approach to Contract administration;
 - (14) Spill and Litter Response Plan that adheres to applicable environmental standards and Ministry of Environment reporting guidelines, and prompt clean up response;
 - (15) employee engagement and retention strategies;
 - (16) project management and quality assurance skills; and
 - (17) innovation in previous services similar to the Services.
- (b) Financial and Commercial (50%): The Evaluation Committee will evaluate the financial and commercial portions of the Proponent's Proposal, including the applicable information submitted in response to Appendix 3 [Submission Requirements]. The Evaluation Committee expects to focus on:



- (1) the pricing proposed in the Proponent's submitted Appendix 4 [Schedule of Prices and Estimated Quantities];
- (2) the overall demonstrated financial strength of the Proponent;
- (3) quality and value of the goods and services proposed including any proposed innovations; and
- (4) the number and substance of proposed changes to the draft Contract (if any), including whether the Proponent is requesting changes that the RDN is unlikely to agree to.

The Evaluation Committee may also consider the likelihood of the RDN being able to finalize an agreement with the Proponent and the Proponent's ability to meet the specified insurance and bonding requirements.

5.4 Evaluation Process

The Evaluation Committee may apply the Evaluation Criteria on a stand-alone basis or a comparative basis, evaluating Proposals by comparing one Proponent's Proposal to another Proponent's Proposal, to determine the Proposal judged to be most advantageous to the RDN based on the criteria and weighting in Section 5.3. The RDN is not obligated to complete a detailed evaluation of all Proposals and may, in its discretion, after completing a preliminary review of all the Proposals, discontinue detailed evaluation of any Proponent who, when compared to the other Proponents, the RDN judges is not in contention of being selected.

To assist in the evaluation of the Proposals, the RDN may, in its discretion:

- (a) conduct any background investigations and/or seek any additional information that it considers necessary;
- (b) conduct any reference checks that it considers necessary to take into account the Proponent's past performance or conduct on previous contracts, including checking references other than those provided by the Proponent;
- (c) seek clarification of a Proposal or supplementary information from any or all Proponents;
- (d) request interviews with any, some, or all Proponents to clarify any questions or considerations based on the information included in Proposals or seek any supplementary information; and
- (e) rely on and consider any information obtained pursuant to this Section 5.4 and/or any additional information in the evaluation of Proposals.

5.5 RDN's Right to Reject Proposals

Notwithstanding Section 5.3 or any other provision of this RFP, the RDN reserves the right to reject any Proposal that:



- (a) is materially incomplete or irregular;
- (b) contains false or misleading statements, claims or information;
- (c) includes unbalanced pricing;
- (d) would in the RDN's opinion lead to an unacceptable health or safety risk; or
- (e) contains any financial or commercial terms that are unacceptable to the RDN.

The RDN will not be required to complete a detailed evaluation of a Proposal that the RDN has determined will be rejected under this Section 5.5.

5.6 Options for Yard Waste

The RDN is seeking competitive prices for Option 1 (No Yard Waste) and Option 2 (Yard Waste). The RDN intends to consider the prices for both Options when evaluating the financial and commercial portion of the Proposals. The RDN intends to select and exercise one of the Options when awarding the Contract.

5.7 Proposal Extracts

If a Proponent's Proposal includes additional commitments or any other information that either exceeds the requirements of the Contract or that the RDN wishes to be contractually binding, these commitments or information may be incorporated into the final Contract, at RDN's discretion.

5.8 Negotiation of Contract and Award

Following evaluation, the RDN intends to select the highest ranked Proponent as the Preferred Proponent. If the RDN selects a Preferred Proponent, then the RDN will enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of the Contract. The RDN reserves the right in its discretion to negotiate changes to the Contract, the scope of Services, the requirements for Carts and Collection Vehicles, the terms of a Proposal or any other terms, including pricing or other financial terms. If at any time the RDN forms the opinion that a mutually acceptable Contract is not likely to be reached within a reasonable time then the RDN may give the Preferred Proponent written notice to terminate discussions and proceed in any manner that the RDN may decide, in consideration of its best interests, including:

- (a) terminating the procurement process entirely and proceeding with some or all of the Services in some other manner, including using other contractors; or
- (b) selecting the next highest ranked Proponent as the Preferred Proponent and inviting them to enter into discussions to reach final agreement for the Contract.

The RDN anticipates that it will require board approval for selection of the Preferred Proponent recommended by the Evaluation Committee and for the execution of the final form of Contract.



5.9 Corrections to Pricing

If there are any discrepancies in a Proponent's Appendix 4 [Schedule of Prices and Estimated Quantities] between the unit prices and the extended totals then the unit prices will be deemed to be correct, and the corresponding corrections will be made to the extended totals and the Proposal Price. If a unit price or an extended total has been omitted, the RDN may apply the following:

- (a) if a unit price is given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity, and inserted as the extended total and the Proposal Price will be revised to account for the inserted extended total;
- (b) if an extended total is given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity, and inserted as the unit price; and
- (c) if both the unit price and the corresponding extended total for a proposal item have been omitted, the RDN may reject the Proposal or may deem the omitted unit price and the extended total to be included within the other prices that comprise the Proposal Price.

The Proposal Price should be the sum of all of the extended total amounts in Appendix 4 [Schedule of Prices and Estimated Quantities]. If the RDN identifies a discrepancy between the Proposal Price and the sum of the extended total amounts, including as determined in accordance with the steps outlined in this Section 5.9 if applicable, the sum of the extended total amounts will govern and the RDN may revise the Proposal Price accordingly.

5.10 Unsuccessful Proposals

Proposals will not be opened in public. Upon execution of the Contract, the RDN will offer debriefings to unsuccessful Proponents upon receipt of written request to the Contact Person, at a time and date agreeable to both parties.

6. CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

6.1 Reservation of Rights to Disqualify

The RDN reserves the right to disqualify any Proponent that in the RDN's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the RDN may consider to be in the public interest or otherwise required by the Authority.



6.2 Disclosure and Transparency

The RDN is committed to an open, transparent and competitive procurement process while understanding the Proponents' need for protection of confidential commercial information. To assist the RDN in meeting its commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavor.

To ensure all public information generated about the Services is fair and accurate and will not inadvertently or otherwise influence the outcome of the procurement process, the disclosure of any public information generated in relation to the Services will be coordinated and is subject to the prior approval of the RDN.

6.3 Relationship Disclosure

Proponents should, as part of their Proposal, submit the relationship disclosure form attached as Appendix 6 [Relationship Disclosure Form] and disclose any conflicts of interest or unfair advantages. The RDN reserves the right to disqualify any Proponent that in the RDN's opinion has a conflict of interest or an unfair advantage, whether it is existing now or is likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the RDN may consider to be in the public interest or otherwise required by the RDN. If a Proponent is concerned that a particular relationship or situation could result in the RDN rejecting the Proponent, such a Proponent is encouraged to request pre-clearance of the relationship or situation by submitting an Enquiry well in advance of the Submission Time.

6.4 Restricted Parties

The RDN may, in its discretion, disqualify a Proponent, or may permit a Proponent to continue and impose such conditions as the RDN may consider to be in the public interest or otherwise required by the RDN, if the Proponent is a Restricted Party, or if the Proponent uses a Restricted Party to advise or otherwise assist the Proponent respecting the Proponent's participation in the procurement process or as a Proponent team member or as an employee, advisor or consultant to the Proponent or a Proponent team member.

The RDN has identified the following persons as Restricted Parties:

- (a) Norton Rose Fulbright Canada LLP; and
- (b) the RDN including its former and current directors, officers and employees who fall within the definition of Restricted Party.

This is not an exhaustive list of Restricted Parties; additional parties may be added or deleted during any stage of the procurement process.

7. GENERAL TERMS AND CONDITIONS

7.1 Receipt of Complete RFP

Proponents are responsible for ensuring that they have received the complete RFP as listed in the table of contents of this RFP. Submission by a Proponent of a Proposal constitutes a representation by that Proponent that they have verified receipt of a complete RFP. Each and every Proposal is deemed to be made on the basis of the entire RFP, including any Addenda, issued prior to the Submission Time.



RDN does not accept responsibility for any Proponent lacking any information. Although effort has been made to provide complete and accurate documents, RDN does not guarantee that all documents are complete and accurate. Proponents are advised to contact the Contact Person if they notice any errors, ambiguities, or discrepancies in this RFP.

7.2 Third Party Communications

Communications with:

- (a) any representative of a Governmental Authority including regulatory, municipal or other such authorities; or
- (b) any local property owner, stakeholders in the Services or the media,

with respect to the RFP, including the preparation of a Proposal, should only be made by a Proponent with the prior approval of RDN, which approval should be requested through the Contact Person by e-mail.

7.3 Ownership of Proposals

All Proposals, including any intellectual property therein, submitted to the RDN will become the property of the RDN, unless otherwise specified in this RFP.

7.4 Risk Regarding Electronic Communications

The RDN does not assume any risk or responsibility or liability whatsoever to any Proponent:

- (a) for ensuring that any website, online portal or any email system being operated by or for, or used by RDN is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; and/or
- (b) if a permitted email communication or delivery is not received by the RDN, or received in less than its entirety, within any time limit specified by this RFP.

All permitted email or electronic communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

7.5 Unbalanced Pricing

Proponents should not include unbalanced pricing in their Proposals. In particular, the price submitted by the Proponent for the Cart Services should include all costs associated with purchasing, storing, assembling, distributing and maintaining all Carts necessary for the Services. The RDN reserves the right to reject any Proposal that includes unbalanced pricing or to negotiate changes to unbalanced pricing.



7.6 Language

Proposals should be in English. RDN reserves the right to not review or evaluate any portion of a Proposal that is not in English.

7.7 Definitive Record

If there is any inconsistency between the paper form of a document issued by, or on behalf of the RDN to Proponents and the digital, electronic or other computer readable form, the electronic conformed version of the RFP in the custody and control of the RDN prevails.

If there is any inconsistency between the hard copy of a Proposal and the digital, electronic or other computer readable form of that Proposal, the hard copy version of the Proposal prevails.

7.8 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody, or under the control of, the RDN are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and other applicable legislation. By submitting a Proposal, the Proponent represents and warrants to RDN that the Proponent has complied with Applicable Laws, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the RDN as part of the Proposal for the purposes of this RFP and the procurement process.

7.9 Confidentiality

Except as expressly stated in this RFP and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under the FOIPPA, other applicable legislation or as necessary to perform the Services.

Proponents are expected to comply with the confidentiality terms attached to Appendix 2 [Participation Agreement].

7.10 Reservation of Rights

Notwithstanding any other provision in this RFP, no term or condition will be implied based on any industry practice or custom, and the RDN reserves the right, in its discretion, to:

- (a) modify, suspend or terminate this RFP at any time for any reason (including if the prices in the Proposals exceed available funding) and to reissue a request for proposals, or to undertake another procurement process for the Services, or to obtain the Services in some other manner or decide not to proceed with the Services;
- (b) accept or reject any Proposal based on the Evaluation Committee's evaluation of the Proposals in accordance with the RFP, and in particular, the RDN is not obliged to select the Proposal with the lowest price;



- (c) waive a defect, irregularity, non-conformity or non-compliance (including material non-compliances but excluding any Mandatory Requirements) in or with respect to a Proposal or failure to comply with the requirements of this RFP, and accept that Proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the Proposal null and void;
- (d) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members;
- (e) re-advertise for new proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for the Services or for services of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any aspects of a Preferred Proponent's Proposal; and
- (h) extend, from time to time, any date, time period or deadline provided in this RFP by Addendum.

This RFP does not commit the RDN in any way to select a Preferred Proponent or to enter into any agreement or to proceed with a procurement process for the Services.

7.11 No Representation or Warranty

By submitting a Proposal, each Proponent acknowledges and represents that its Proposal is based on its own examination, knowledge, information, and judgment, and is not based upon any statement, representation, or information made or given by the RDN, the Contact Person or any other person, other than the information contained in this RFP. Submission of a Proposal is deemed to be conclusive evidence that the Proponent accepts the terms of this Section 7.11. The RDN accepts no responsibility for any Proponent lacking any information.

7.12 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the RDN or their representatives and consultants, relating to or arising from this RFP.

7.13 Limited Claim for Compensation

Each Proponent:

- (a) agrees that it will not bring any claim, action, demand, suit or cause of action, whether arising in contract, tort (including negligence) or otherwise (a "**Claim**") in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal against the RDN or any of the RDN's respective employees, directors, officers, advisors or representatives for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including, without limitation, in the event that the



RDN rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant or materially non-compliant Proposal, fails to proceed with the Services or otherwise breaches the terms of this RFP or any duties arising from this RFP); and

- (b) except for Claims for amounts less than or equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal, as described in Section 7.13(a), waives any Claim against the RDN or any of its respective employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind including, without limitation, for loss of anticipated profits, indirect, incidental or consequential damages or losses if the Services do not proceed or no Contract is entered into between a Proponent and the RDN for any reason whatsoever, including, without limitation, in the event that the RDN rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches the terms of this RFP or any duties arising from this RFP.

7.14 No Collusion

By submitting a Proposal, the Proponent, and each firm, corporation or individual member of the Proponent represents and confirms to the RDN that the Proponent has prepared its Proposal without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of any other Proposal.

7.15 No Solicitation

The Proponent should not make any representations or solicitations to any elected or appointed official, director, officer or employee of the RDN with respect to the Proposal either before or after submission of the Proposal except as expressly provided herein. If any director, officer, employee, agent sub-contractor, supplier or other representative of the Proponent communicates with any elected or appointed official, director, officer or employee of the RDN or any consultant engaged by the RDN in connection with this RFP about this RFP, other than the Contact Person, the RDN may, at its discretion and regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

7.16 Trade Agreements

The procurement process described in this RFP is subject to various trade agreements, including the Canadian Free Trade Agreement, Comprehensive Economic Trade Agreement and New West Partnership Trade Agreement.

8. INTERPRETATION

8.1 Definitions

Any capitalized terms used but not defined in this RFP will have the meaning set out in the Contract. Furthermore, in this RFP:



“**100 L Alternative**” means a Cart with approximately 120 L capacity which includes a false bottom so that the actual usable capacity of the Cart is approximately 100 L;

“**Addenda**” or “**Addendum**” means an addendum to this RFP issued by the Contact Person as described in Section 3.6;

“**Assisted Set-Out Services**” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“**Bear-Resistant Hardware**” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“**Business Day**” means a standard day for conducting business in British Columbia, excluding government holidays and weekends;

“**Cart Services**” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“**Carts**” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“**Circular Waste Facility**” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“**Claim**” has the meaning set out in Section 7.13(a);

“**Collection Services**” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“**Collection Vehicle**” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“**Contact Person**” means the person identified in Section 3.4, or such other person as may be appointed by the RDN;

“**Contract**” has the meaning set out in Section 1.1;

“**Contractor**” has the meaning set out in Section 1.1;

“**Data Room**” has the meaning set out in Section 1.6;

“**Enquiry**” has the meaning set out in Section 3.5;

“**Evaluation Committee**” has the meaning set out in Section 5.2;

“**Evaluation Criteria**” has the meaning set out in Section 5.3;

“**FOIPPA**” has the meaning set out in Section 7.8;

“**Garbage**” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“**Information Meeting**” has the meaning set out in Section 3.1;



“Key Firms” means any Subcontractor who will perform more than 20% of the Services, based on the scope of the Services or the estimated dollar value of the Services, but Key Firms does not include the Proponent’s Cart supplier;

“Key Individuals” means the following individuals:

- (a) the Contractor’s Representative;
- (b) the District Manager, being the person responsible for managing the overall delivery of the Services; and
- (c) the Operational Manager, being the person responsible for managing the day to day operations of the Services.

“Mandatory Requirements” means the requirements set out in Section 5.1;

“Organics” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“Option 1 (No Yard Waste)” has the meaning set out in Section 2.4(a);

“Option 2 (Yard Waste)” has the meaning set out in Section 2.4(b);

“Options” means Option 1 (No Yard Waste) and Option 2 (Yard Waste);

“Participation Agreement” means the agreement substantially as set out in Appendix 2 [Participation Agreement] or as otherwise acceptable to the RDN;

“Preferred Proponent” means the Proponent selected by the RDN pursuant to this RFP to negotiate and finalize the Contract;

“Proponent” means: (a) before the Submission Time, any party that has signed and submitted a Participation Agreement or attended the Information Meeting; and (b) after the Submission Time, any party that has submitted a Proposal;

“Proposal” means a proposal submitted in response to this RFP;

“Proposal Declaration Form” means a form substantially as set out in Appendix 5 [Proposal Declaration Form] or as otherwise acceptable to the RDN;

“Proposal Price” means the total estimated price submitted by a Proponent as described in Appendix 4 [Schedule of Prices and Estimated Quantities];

“RDN Landfill” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“Recycle BC Contract” has the meaning set out in Section 2.9;

“Recyclables” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];



“Recyclables Facility” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“Reference Information” has the meaning set out in Section 1.8;

“Relationship Disclosure Form” means a form substantially as set out in Appendix 6 [Relationship Disclosure Form] or as otherwise acceptable to the RDN;

“Restricted Party” means those persons (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the procurement process or the design, planning or implementation of the Services, and who have or may provide a material unfair advantage, including without limitation as a result of any confidential information that is not, or would not reasonably be expected to be, available to all other Proponents;

“RDN” means the Regional District of Nanaimo;

“RFP” or **“Request for Proposal”** means this request for proposals including all appendices, as may be amended by Addenda;

“Services” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“Service Area” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“Single Family Dwelling Units” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“Subcontractor” means an individual, firm, partnership, corporation or entity having a contract or proposing to enter into a contract with, the Proponent or another Subcontractor to perform a part or parts of the Services;

“Submission Location” has the meaning set out in Section 4.1;

“Submission Time” has the meaning set out in Section 4.1;

“Transfer Station” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract]; and

“Yard Waste” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract].

8.2 Governing Law

This RFP is governed by the law of British Columbia and the laws of Canada applicable therein.

8.3 Interpretation

In this RFP:

- (a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the RDN, including the exercise of “discretion” or



words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the RDN;

- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFP; and
- (c) the word "including" when used in this RFP is not to be read as limiting.

APPENDIX 1

DRAFT CONTRACT

Attached separately.

APPENDIX 2

PARTICIPATION AGREEMENT

To: Regional District of Nanaimo

Attention: Vivian Schau, Zero Waste Coordinator, Solid Waste Services

Re: Participation Agreement: Request for Proposals for Curbside Collection of Garbage, Recyclables and Organics

This letter agreement sets out the terms and conditions of the Participation Agreement between the Proponent and the RDN, pursuant to which the Proponent agrees with the RDN as follows:

- (a) **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
- (b) **Participation.** The Proponent agrees that as a condition of receiving access to the Data Room and participating in the RFP, the Proponent will comply with the terms of this Participation Agreement and the terms of the RFP.
- (c) **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent's team members and others associated with the Proponent also comply with, the confidentiality conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
- (d) **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP, all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing the Proponent agrees:
 - (1) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP or any other document or requirement of the RDN; and
 - (2) to be bound by the disclaimers, limitations and waivers of liability and claims and any indemnities contained in the RFP, including Section 7.13 (Limited Claim for Compensation) of the RFP.
- (e) **Amendments.** The Proponent acknowledges and agrees that:
 - (1) the RDN may in its sole and absolute discretion amend the RFP at any time and from time to time; and
 - (2) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.



(f) **General.**

- (1) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
 - (i) it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
 - (ii) this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
 - (iii) this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- (2) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the RDN for any reason, cancels the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section (c) of this Participation Agreement and all other terms that by their nature are intended to continue to apply, including Section (d)(2).
- (3) *Severability.* If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
- (4) *Enurement.* This Participation Agreement enures to the benefit of the RDN and binds the Proponent and its successors.
- (5) *Applicable Law.* This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (6) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (7) *Including.* The word including when used in this Participation Agreement is not to be read as limiting.

Yours truly,

(Name of Proponent)

Authorized Signatory

Name of Authorized Signatory
(please print)

Schedule 1 – Confidential Conditions

1. Interpretation

In these confidentiality conditions:

- (a) **“Agreement”** means this Schedule 1 to the Participation Agreement;
- (b) **“Confidential Information”** means all documents, knowledge and information provided by the RDN or any of its representatives (the **“Disclosing Party”**) to, or otherwise obtained by, the recipient or any of its representatives (the **“Receiving Party”**), whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Services or this RFP, including all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include the information that:
 - (i) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Reviewing Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
 - (ii) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Services, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - (iii) was rightfully in possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
 - (iv) was developed independently by the Receiving Party without the use of any Confidential Information; or
 - (v) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.
- (c) **“Permitted Purposes”** means evaluating the Services, preparing the Proposal pursuant to the RFP, and any other use permitted by this Agreement.
- (d) **“Representative”** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, or other member of the Proponent team or any other person contributing to or involved with the preparation or evaluation of Proposals, as



the case may be, or otherwise retained by the Proponent or the RDN in connection with the Services.

All capitalized terms not otherwise defined in the Agreement have the respective meanings ascribed to them in the RFP.

2. Confidentiality

The Proponent will keep all Confidential Information strictly confidential and will not without the prior written consent of the RDN, which may be unreasonably withheld, disclose, or allow any of its Representatives disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Proponent will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained therein.

3. Ownership of Confidential Information

The RDN owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Proponent will keep all Confidential Information which the Proponent receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the RDN, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.

4. Limited Disclosure

The Proponent may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purposes of evaluating the Services and preparing its Proposal and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Proponent will notify the RDN, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

5. Destruction on Demand

On written request, the Proponent will promptly deliver to the RDN or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Proponent will confirm that delivery or destruction to the RDN in writing, all in accordance with the instructions of the RDN; provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or to furnish to a court or to a regulatory authority pursuant to applicable law.



6. Acknowledgment of Irreparable Harm

The Proponent acknowledges and agrees that the Confidential Information is proprietary and confidential and that the RDN may be irreparably harmed if any provision of this Agreement, were not performed by the Proponent or any party to whom the Proponent provides Confidential Information in accordance with its terms, and that such harm could not be compensated reasonably or adequately in damages. The Proponent further acknowledges and agrees that the RDN will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Proponent or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the RDN may be entitled at law or in equity.

7. Waiver

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by the RDN will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

8. Severability

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.

9. Enurement

This Agreement enures to the benefit of the RDN and binds the Proponent and its successors.

APPENDIX 3

SUBMISSION REQUIREMENTS

Without limiting the terms of this RFP, this Appendix 3 [Submission Requirements] describes the specific documentation that a Proponent should submit to demonstrate that the Proponent is capable of performing the responsibilities and obligations under the Contract. The Proponent's Proposal documents should comprehensively address the requirements set out in this Appendix 3 [Submission Requirements]. The Proposal should include sufficient information to demonstrate that the Proponent has a good understanding of the Services. Proponents should arrange the content of their Proposal in accordance with the sequencing of, and using the section numbers and corresponding titles shown in Table 1 of this Appendix.

Table 1: Submission Requirements

| Response Content |
|---|
| <p>Title Page</p> |
| <p>Include the RFP number, and the Proponent's name, address, telephone number, GST number, contact person and email address.</p> |
| <p>Letter of Introduction</p> |
| <p>One page, introducing the Proponent and highlighting key aspects of the Proposal, and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP.</p> |
| <p>TECHNICAL PROPOSAL</p> |
| <p>Section 1.0: Forms</p> |
| <ol style="list-style-type: none"> 1. Include a completed Appendix 5 [Proposal Declaration Form]. 2. Include a completed Appendix 6 [Relationship Disclosure Form]. |
| <p>Section 2.0: Corporate Qualifications and Experience</p> |
| <p>The Proponent should provide a clear and concise description of the Proponent's corporate structure, history, background, organizational chart, number of employees and relevant expertise, including confirmation that the Proponent has the requisite registrations and licences, and is or will be in good standing to conduct business in British Columbia.</p> <p>The description of relevant expertise should include details on the Proponent's experience undertaking services similar to the Services, including the value, magnitude and scope of past and current contracts. The Proponent should provide details on the size and scope of the Proponent's operations, including the ownership or use of waste management facilities and the size of its current collection fleet, in British Columbia, Canada and internationally (as applicable).</p> <p>The Proponent should provide no less than 3 reference projects with contact details for reference persons, of similar or greater magnitude as the Contract and which have been completed the in the past 10 years or are ongoing. The reference projects should demonstrate experience providing residential</p> |

Response Content

curbside Collection Services of over 3,000 tonnes single stream material recycling, and over 4,000 tonnes of garbage per year.

For each reference project, the Proponent should provide the following information:

1. owner or client name, address, contact name and telephone number;
2. name of project manager and key staff members;
3. description of services provided, including frequency of services, number of units serviced and weekly tonnage collected;
4. description of collection means and methods (e.g. manual, semi, fully-automated);
5. duration of the project, including any extensions or renewals of terms;
6. information on the number and types of vehicles used for the project, including fuel type;
7. number of employees engaged in the project;
8. approximate value of the project; and
9. use of any subcontractors, if applicable.

Section 2.1: Proponent Team

Key Firms: Proponents should refer to the definition of Key Firms to determine whether any Key Firms will be performing the Services. If the Proponent intends to use one or more Key Firms to perform the Services, then for each Key Firm, the Proponent should provide a description of:

1. the Key Firm's corporate structure, history, background, organizational chart, number of employees and relevant expertise;
2. the Proponent's history of working with the Key Firm, including any reference projects if applicable; and
3. the roles and responsibilities of each Key Firm, including the anticipated hours or percentage of the Services to be carried out by each Key Firm.

Key Individuals: Provide a list of Key Individuals. The Proponent should provide:

1. A detailed resume for each Key Individual;
2. Up to three (3) references of successful projects completed by each Key Individual; and
3. A table clearly indicating the role and responsibility of each Key Individual and the hours of each Key Individual.

Cart Supplier: Identify the legal entity that will be supplying the Carts.

Section 3.0: Understanding of the Services and Services Delivery

The Proponent should provide a clear and concise description of its Services delivery plan (made of all plans and documents in this Section 3.0) in sufficient detail to demonstrate that the Proponent understands the scope and requirements of the Services and how it intends to implement and execute the Services efficiently, safely, and on time.

The Proponent should build in flexibility to each of the plans to address how the Proponent would accommodate any changes in Applicable Law that could potentially change service delivery, and to respond to fluctuations in recycling streams, in both quantity and type. If the Proponent's Proposal is accepted, all or portions of these documents may be incorporated into the Contract, subject to the terms of the Contract.

Section 3.1: Start-Up Schedule

The Proponent should provide the proposed start-up schedule, demonstrating that the Proponent

Response Content

understands the scope of the Services, including the equipment necessary for performing the Services. The start-up schedule should set out how the Proponent intends to secure, plan and implement key components of the start-up in a logical sequence while also complying with the timing requirements provided in the Contract, including but not limited to:

1. Collection Vehicle and Cart procurement plan and delivery schedule;
2. Office and base of operation, which should have adequate parking space available to accommodate the parking requirements of the Collection Vehicles, and any other vehicles used in the administration of the Contract;
3. Staff hiring plan, including the number of staff, their roles and responsibilities, and reporting structure;
4. Service Area and route maps, including the collection day for each material; and
5. Assisted Set-Out Service confirmation, including operational details.

The Proponent's proposed start-up schedule clearly set out and include the dates provided in Section 2.2 of this RFP.

Section 3.2: Services Approach and Methodology

The Proponent should provide a description of the following:

6. **Carts.** An overview of the Proponent's understanding of the requirements regarding Carts, including the Proponent's proposed approach to meet requirements, description of proposed Carts, and identification of constraints and challenges. This overview should include descriptions of:
 - (a) the Carts;
 - (b) the Proponent's approach to supply, assemble and deliver the Carts including a contingency plan and a Cart supply and inventory management plan;
 - (c) the Proponent's ability to meet the Cart delivery schedule and identification of key milestones and deliverables;
 - (d) the Proponent's ability to meet or exceed the design and performance requirements of the Carts;
 - (e) the Proponent's methodology and approach to Contract administration, including but not limited to, problem resolution, performance measurement, accurate data collection, analysis and reporting;
 - (f) the Proponent's experience and commitment to improve customer adherence to waste management standards and regulations, and reduce contamination in the Recycling and Organic waste streams;

Response Content

- (g) the Proponent's quality assurance and control procedures for the Cart manufacturing, supply, assembly and delivery;
- (h) the maintenance requirements, tools and equipment; and
- (i) the warranty coverage, including evidence/documentation regarding the scope of the warranty, and the RDN to be named on the warranty at the onset if warranty is not transferable in the event the Contract is terminated.

The Proponent should also include:

- (j) independently certified copies of the American National Standards Institute testing results (ANSI Z245.30 and ANSI Z245.60), which states:
 - i. the load (in pounds) under which tests were conducted;
 - ii. that the required 520 dump cycles under the Carts' full rated load were performed on a fully automated grabber arm;
 - iii. exact capacity of the Cart body (to the nearest whole liter);
 - iv. that the Cart can withstand winds up to 50 km/hr as applied from any direction when empty or load, lip open or closed; and
 - v. that the Cart meets the stability requirements for front, rear, side orientation;
- (k) statement of the following technical details on the proposed Carts:
 - i. volume (excluding the lid);
 - ii. total capacity of the body of proposed Cart;
 - iii. exterior dimensions for the proposed Cart, completely assembled (height including closed lid, width and depth);
 - iv. height of the gripping surface diameter;
 - v. average lid thickness;
 - vi. weight of the complete Cart assembly (lid, body, wheels and hardware);
 - vii. load rating;
 - viii. average wall thickness;
 - ix. moulting process;

Response Content

- x. content of plastic (expressed in % separately for body and lid);
 - xi. wheel type, size, width, diameter, maximum load rating, material and tread width;
 - xii. axle type, material, diameter, design, weight capacity;
 - xiii. handle type, size, material and design;
 - xiv. resin type, weight and additive, and weight of UV stabilizer added (% by weight);
 - xv. stability;
 - xvi. maneuverability;
 - xvii. recyclability, including options for repurchase / recycling of the Carts at the end of useful life;
 - xviii. life expectancy;
 - xix. nestability; and
 - xx. sustainability (financial and environmental);
- (l) a list of spare parts;
 - (m) a statement certifying that all plastic resin and additives will be hot-melt blended;
 - (n) a letter of acknowledgment from the Proponent's collection truck manufacturer that guarantees compatibility with the automated arm of the full range of proposed Cart sizes, including at stasis and during the complete lift and dump cycle;
 - (o) description of lid removal tool required and instructions to remove the lid;
 - (p) description of wheel removal tool required and instruction to remove the wheel;
 - (q) description of Bear-Resistant Hardware, to be affixed or built in, including thickness and durability of lids for Carts with; and
 - (r) color chips of all colors available for the Carts.
7. **Curbside Collection Services.** An overview of the Proponent's understanding of the requirements regarding the Services, including the Proponent's proposed approach to meet Contract's requirements, description of fleet, equipment and RFID system, and identification of Services constraints and challenges. This overview should include descriptions of:
- (a) the Collection Service;

Response Content

- (b) Assisted Set-Out Service;
- (c) the type, make and model of vehicles, including fuel type, and the services to be provided by each type of vehicle;
- (d) the number of collection vehicles proposed by the Proponent, specifically:
 - i. total number of new and used Collection Vehicles in the proposed fleet (excluding spares), with age of used collection vehicles;
 - ii. total number of spare Collection Vehicles, with age of spare collection vehicles; and
 - iii. number of other vehicles to be used to carry out the Collection Services (e.g. smaller Collection Vehicles for use on limited access roads or pickup trucks for route supervisors);
- (e) any other equipment to be used to carry out the Collection Services;
- (f) the maximum holding capacity (expressed in cubic yards) for each make and model of the proposed collection vehicles and the approximate material density taking into account compaction, if compaction vehicles are to be used;
- (g) if co-collection of materials are proposed, the individual holding capacities (expressed in cubic yards) for each make and model of the proposed collection vehicles;
- (h) proposed emissions related to the Services, vehicle fuel efficiency ratings, and operational practices as well as any alternative fuels and/or green fleet initiatives to be used in carrying out the Services. If alternative fuels/ green fleet initiatives are to be used in carrying out the Services, describe which fuels will be used and where;
- (i) the proposed RFID system and capability with the proposed Collection Vehicles, including:
 - i. a description of the RFID tag design and placement;
 - ii. the hardware required to support the proposed system, with all available hardware options;
 - iii. features of the onboard computer;
 - iv. features of the user interface in the truck mounted unit;
 - v. methods and equipment needed to support communication between the vehicles and the office based system;

Response Content

- vi. process for collection and transmittal of RFID data and images from the truck to the office based system;
 - vii. tracking of certain information, such as skips, not set-out, blocked access, overfull, excess materials and the reason codes for each type of exception;
 - viii. tools for route management, service verification, communication with customer service staff and vehicle tracking tools and functionality;
 - ix. functionality for capture and transmission of digital images from the trucks to the office based system access to the RDN for the purposes of generating personalized communication related to the exceptions;
 - x. integration with a digital camera to document any collection anomalies;
 - xi. list of other equipment or enabling technology the RDN will need to provide to support the proposed RFID system;
 - xii. software and capability with the RDN and its member municipalities' systems, as set out in the Contract;
 - xiii. estimated duration required to launch the proposed system;
 - xiv. available training; and
 - xv. vendor support for hardware.
- (j) the Proponent's experience with distribution of Carts using scanners to input the Cart's information during rollout;
 - (k) the Proponent's communication strategies for both internal and external stakeholders;
 - (l) the Proponent's experience with distribution software, the percentage of accuracy of the software in associating each Cart to specific residential addresses, and identification of the types of technology with which the RFID tag is compatible with;
 - (m) if applicable, any materials or brochures that provides additional information about the capabilities of the proposed microchip and software;
 - (n) the Proponent's experience in customer service with examples and proposed approach for the Services;
 - (o) safety record and approach to employee and resident safety with examples;
 - (p) sustainability (financial and environmental); and

Response Content

- (q) a description of innovation utilized by the Proponent in previous services similar to the Services.

Section 3.3: Sample Prototype

The Proponent should provide to the RDN with a sample prototype Cart of each proposed size, as set out in Section 4.4 of this RFP.

In addition to the prototypes, the Proponent should provide in the Proposal a description of the proposed Carts, including the ease of assembly and maintenance, color consistency, material and construction, handling, functionality, manoeuvrability, life expectancy, associated RFID system and durability of the Carts. The Proponent should also list reference projects where the Carts were provided or in use, with contact details.

Section 3.4: Services Work Plan

The Proponent should provide a draft Services work plan setting out the proposed approach for undertaking the Services, including a description of the following:

1. proposed purchasing and staffing plan, delivery schedule and maintenance activities;
2. approach to project management and quality assurance activities;
3. approach to provision of Services; and
4. staffing plan including number of staff, roles and responsibilities and reporting relationships.

Section 3.5: Contamination Management Plan

The Proponent should provide a draft contamination reduction plan to assist the RDN in reaching the target contamination rates as identified by Recycle BC, specifically addressing the following:

1. identification of Single Family Dwelling Units;
2. real time tracking, monitoring and reporting;
3. informing residents on which items are not accepted at the curb ;
4. informing residents of the consequences for ongoing contamination issues; and
5. engagement and enforcement protocols.

Section 3.6: Vehicle Maintenance Plan

The Proponent should provide a draft vehicle maintenance plan that sets out a description of the Proponent's planned vehicle maintenance activities, including compliance with the British Columbia Commercial Vehicle and Safety Enforcement programs.

Section 3.7: Business Continuity Plan

The Proponent should include a draft business continuity and contingency plan to manage and address occurrences such as:

1. inclement weather delaying or cancelling Services;
2. road or bridge closures;

Response Content

3. Collection Vehicle failures;
4. labour dispute by Proponent's employees or Subcontractor employees;
5. increased quantity of materials in early January as a result of December holidays; and
6. longer period between collections due to different day collection cycles.

Section 3.8: Proposed Routes and Collection Schedules

The Proponent should detail the effective and efficient collection routes, including:

1. the collection day per week for each waste stream across the Service Area;
2. the estimated number of routes on each collection day;
3. the number of vehicles to be used per route; and
4. the estimated number of stops per route.

The Proponent should provide collection schedules for the proposed routes, and maps for each of the Garbage, Recyclables, and Organics Collection Services for the Service Area.

Section 3.9: Safety Plan

The Proponent should provide a draft safety plan that sets out a description of the Proponent's planned safety activities and policies, including training, mitigation measures, management strategies and plan to implement improvements over the term of the Contract.

Section 3.10: Customer Service Plan

The Proponent should provide a draft customer service plan that sets out a description of the Proponent's plan for:

1. providing formal customer service training for support staff to ensure familiarity with the Services;
2. providing all customer service functions during operating hours Monday through Friday, as well as after-hours emergency contact provision, including phone calls and e-mails;
3. informing customers of current services;
4. handling new customer service requests and cancellations, including new Cart deliveries and exchanges; and
5. receiving and resolving customer complaints, including escalation protocol, target response time and resolution.

The Proponent should detail their approach and methodology in addressing residents that do not adhere to the terms of the Services as set out in Bylaw 1591 (as it will be amended).

The Proponent should also have a plan to monitor and evaluate the quality of customer service and to determine overall customer satisfaction with the Contractor's services.

Section 3.11: Employee Engagement and Retention Plan

The Proponent should provide an employee engagement and retention plan that details the proposed strategies to attract and maintain top talent.

Section 3.12: Continuous Improvement Plan

The Proponent should provide a continuous improvement plan that details the approach to measure performance, and how to incorporate the findings to correct deficiencies and improve the delivery of the

Response Content

Services.

Section 3.13: Spill and Litter Response Plan

The Proponent should provide a spill and litter contingency and response plan to mitigate spills or litter at all points where Services are provided.

FINANCIAL / COMMERCIAL PROPOSAL

Section 5.0: Financial Capability

1. When completing Appendix 4 [Schedule of Prices and Estimated Quantities], Proponents should:
 - (a) include all costs for any aspect of the Services required by the Contract but not expressly listed in Appendix 4 [Schedule of Prices and Estimated Quantities] in the item to which the Service is most closely related; and
 - (b) provide pricing for both Options.
2. Proponents should also include:
 - (c) a completed Appendix 7 [Bonding Undertaking]; and
 - (d) evidence that the Proponent will be able to obtain the insurance required by the Contract (for example, a letter from the Proponent's insurer).

APPENDIX 4

SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

Attached separately.

APPENDIX 5

PROPOSAL DECLARATION FORM

To: **Regional District of Nanaimo**

Attention: **Vivian Schau, Zero Waste Coordinator**

Re: **Proposal Declaration Form: RFP #19-003 Curbside Collection of Garbage, Recyclables and Organics**

The Proponent hereby agrees and acknowledges that:

1. Proposal

- (a) this Proposal Declaration Form has been duly authorized and validly executed and is binding on the Proponent;
- (b) the Proponent is bound by all statements and representations in its Proposal;
- (c) its Proposal strictly conforms to the RFP and that the RDN may, in its discretion, reject the Proposal if it fails to strictly conform to the RFP;
- (d) its Proposal is in all respects a fair submission made without solicitation, collusion or fraud; and
- (e) the RDN reserves the right to verify information in the Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on any or all of the Proponent team members and by submitting a Proposal, the Proponent agrees that they consent to the conduct of all or any of those investigations by the RDN.

2. Acknowledgements with Respect to the RFP

- (a) the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP table of contents, and any and all Addenda;
- (b) the Proponent agrees to be bound by the RFP, including but not limited to the provisions related to confidentiality and the ability of the Proponent to make a claim against the RDN;
- (c) the Proponent has had sufficient time to consider, and has satisfied itself as to the applicability of, the content in the RFP and any and all conditions that may in any way affect its Proposal;



- (d) the Proponent has disclosed all relevant relationships of the Proponent, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (e) the Proponent has received, and based its Proposal, on all Addenda issued by the RDN.

Name of Proponent

Name of Authorized Signatory

Title of Authorized Signatory

Signature of Authorized Signatory

If the Proponent is a joint venture, consortium or special purpose entity – by each of its joint venture or consortium members, as applicable.

APPENDIX 6

RELATIONSHIP DISCLOSURE FORM

This form should be completed by the Proponent on its own behalf and on behalf of each member of the Proponent's team including the Key Individuals and Key Firms (if any).

The Proponent declares on its own behalf and on behalf of each member of the Proponent team that:

- (a) This declaration is made to the best knowledge of the Proponent and, with respect to relationships of each member of the Proponent team, to the best knowledge of that member.
- (b) The Proponent and the members of the Proponent team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in Section 6.4.
- (c) The following is a full disclosure of all known relationships that the Proponent and each member of the Proponent team has, or has had, with:
 - (i) the RDN;
 - (ii) any listed Restricted Party;
 - (iii) any current employees, elected officials, directors or officers, as applicable, of the RDN or any listed Restricted Party;
 - (iv) any current employees, elected officials, directors or officers, as applicable, of the RDN or any listed Restricted Party, who ceased to hold such a position within two calendar years prior to the Submission Time; and/or
 - (v) any other person who, on behalf of the RDN or a listed Restricted Party, has been involved in the procurement process or the design, planning or implementation of the Services or has confidential information about the Services or the procurement process.

| Name of Proponent team member | Name of party with relationship | Details of the nature of the relationship with the listed Restricted Party / person |
|-------------------------------|---------------------------------|---|
| | | |
| | | |
| | | |
| | | |



Name of Proponent

Name of Authorized Signatory

Signature of Authorized Signatory

APPENDIX 7

BONDING UNDERTAKING

Date [Insert Date]

To: Regional District of Nanaimo

Re: RFP #19-003 Curbside Collection of Garbage, Recyclables and Organics (the "**Services**")

We _____ (**name of Surety**), a corporation created and existing under the laws of British Columbia or Canada and duly authorized to transact the business of Suretyship in Canada as Surety, are the Surety for _____ (**name of Proponent**). Our client has demonstrated to us in the past an ability to perform services in accordance with the conditions of its contracts and we have no hesitation in recommending their services to you.

Our client wishes to be qualified as a Proponent for the captioned Services, which we understand will require a performance bond of \$2,000,000 from the effective date of the Contract up until the Commencement Date (as defined in the Contract). Based on the limited information available at the time, and subject to our assessment of the Services and the Contract, and our client's work program at the time of submission of its proposal, we do not anticipate any problem in supporting the captioned Services and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and us.

If we can provide any further assurances or assistance, please do not hesitate to call upon us.

Name of Surety

Name of Authorized Signatory

Signature of Authorized Signatory