



Request for Proposals No. 20-057

Used Curbside Waste Container Collection and Recycling Program Solid Waste Services

Issue Date:

September 18, 2020

Closing:

Response must be received before 15:00 PST on October 2, 2020

Please direct all submissions and questions to:

Solid Waste Services
Regional District of Nanaimo
NKitagawa@rdn.bc.ca

BACKGROUND

Starting October 1, 2020, the Regional District of Nanaimo (RDN) will be rolling out the new automated curbside collection program to approximately 30,000 households (excluding City of Nanaimo residents). Between July 13 and September 15, 2020, each RDN household were delivered three wheeled carts – one for garbage, one for food waste and one for recycling.

Residents are encouraged to find creative and environmentally friendly ways to reuse/repurpose used garbage/food waste/recycling containers and keep them out of the landfill, such as:

- donate them to local school, churches, non-profits that are initiating recycling/composting programs;
- extra storage for tools, potting soil, mulch, yard waste;
- storage for animal feed;
- storage for depot items such as film plastics, glass, Styrofoam or refundables;
- rain barrels; and
- DIY root vegetable planters.

During the automated cart selection period between September to December 2019, a number of residents expressed interest in the RDN coordinating the collection and recycling/disposal of the used garbage, recycling and food waste containers following the issuance of the new RDN automated carts. Residents are seeking a convenient and environmentally responsible method of disposal for their used waste containers. As such, the RDN board has provided approval for a Used Curbside Waste Container Collection and Recycling Program following the commencement of the new automated collection service.

SCOPE OF SERVICES

The RDN is seeking proposals from not-for-profit organizations and those that include partnerships between organizations (government, non-profit and private) for the:

- collection of used waste containers from participating RDN residents with the curbside collection service in the following RDN catchment areas (Table 1); and
- transportation of the used waste containers to Merlin Plastics Supply Inc. (Merlin's).

The not-for-profit organization may use this opportunity to incorporate donations from residents upon pick up.

Table 1 RDN Curbside Collection Catchment Areas and Approximate House Count

Route	Location	Approx. House
RA1	Nanoose Peninsula, West side of Hwy 19, Beachcomber, River's Edge	2739
RA2	Lantzville	1382
RA3	East Wellington, Benson Meadows, Pleasant Valley, Doumount Road	631
RA4	Extension, Nanaimo River Road, South Forks Road, Spruston Road	494
RB1	South Wellington Cassidy	907
RB2	Cedar between Nanaimo River & Route 52	1181
RB3	Eastern portion of Cedar	857
RB4	Gabriola Island	2570

RC1	Sandpiper, Morningstar, French Creek Columbia Beach, Wembley Road	2202
RC2	City of Parksville & Wright Rd/Dickinson Road	2169
RC3	City of Parksville	1037
RC4	Whiskey Creek, Hilliers, Coombs	1066
RD2	Errington Allbrook Rd, Town of Qualicum Beach	7978
RE1	San Pareil, City of Parksville	1995
RE2	Nanoose Rocking Horse & Madrona Craig Bay Estates, City of Parksville	975
RE3	Qualicum Bay, Deep Bay, Spider Lake, Little Qualicum Estates	2745

The preferred proponent will be responsible for the collection and transport of the used waste containers to Merlin's located at 917 Cliveden Ave, Delta, BC where they will undergo a cleaning and shredding process to prepare the material for reused recycling.

Table 2 provides a breakdown of the types and quantities of used waste containers expected to be collected. Table 3 provides estimated costs for the collection, transport, and recycling of an estimated 50,000 used containers are provided below (based on return rate assumption of 40% for recycling containers, 50% for green bins and 75% for garbage containers). Please note, the uptake on this collection service is based on best estimates and the RDN will not be held liable for deviations from these figures.

Table 2 Used Container Estimate

	Weight (kg)	Quantity (#)	Total Weight (kg)
Recycling Bins			
87L large blue box	2.1	1,800	3,780
59L medium blue box	0.531	9,600	5,098
21L small blue box	0.681	600	409
Green Waste Carts			
RDN Obris	3.6	15,000	54,000
Garbage Bins			
121L wheeled can	2.74	7,493	20,529
98L can	3.55	7,493	26,598
77L can	2.92	7,493	21,878
Total		49,478	132,292

Table 3 Estimated Cost

Recycling at Merlin's Delta Facility

Collection	\$ 13,408	Drivers, helpers, fuel, truck rental
Transport	\$ 40,000	
Processing Cost	\$ -	Merlin's will take all plastic containers free of charge
Disposal	\$ 3,000	Containers that don't meet specifications
	\$ 56,408	

The RDN will cover the operational and transportation costs up to \$60,000. Any additional monies

recovered via donations in affiliation with the Used Curbside Waste Container Collection and Recycling Program is solely to the benefit of the preferred proponent.

The RDN will coordinate with the preferred proponent to arrange and cover the cost of advertising the Used Curbside Waste Container Collection and Recycling Program to RDN residents, specifically to highlight the following conditions:

- Only used curbside waste containers
 - must be free of debris
 - can be plastic or metal
- No general garbage/recycling will be picked up as part of this program

For the transportation component, the preferred proponent will be responsible for arranging the shipping containers for the transport of the used waste containers. The preferred proponent will be required to maximize the nesting ratio of the used waste containers to minimize transportation costs; this will require the disassembly of the wheels and rods on green waste bins and some garbage containers.

Metal waste containers can be recycled at either the RDN Regional Landfill (1105 Cedar Road, Nanaimo) or the RDN Church Road Transfer Station (860 Church Road, Parksville, BC).

Unintended waste collected as part of the collection can be disposed of at either the RDN Regional Landfill (1105 Cedar Road, Nanaimo) or the RDN Church Road Transfer Station (860 Church Road, Parksville, BC). Regular tip fee rates will apply.

DELIVERABLES AND OUTCOMES

The RDN is seeking proposals from not-for-profit organizations and those that include partnerships between organizations (government, non-profit and private). Respondents are required to:

1. Collect used waste containers from participating RDN residents with the curbside collection service in all RDN catchment areas. (Figure 1).

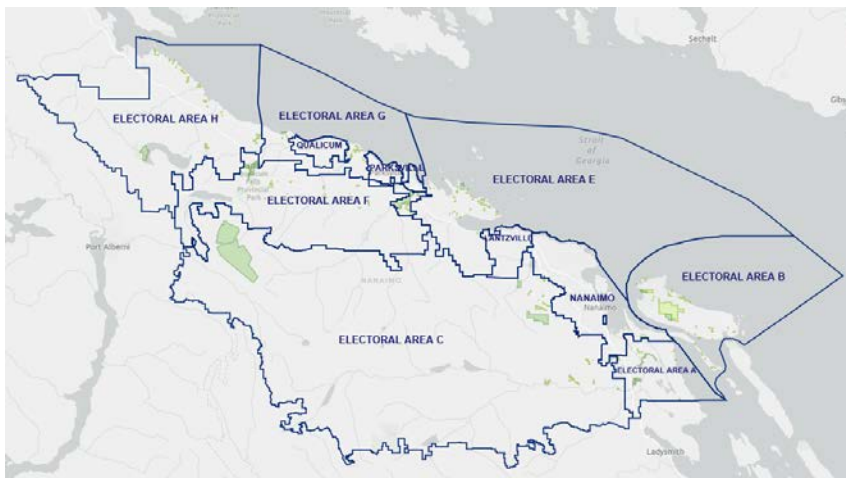


Figure 1. Map of Regional District of Nanaimo's boundary limits and curbside collection catchment areas

2. Coordinate and transport all acceptable used waste containers to Merlin's.
3. Coordinate donation payments, if applicable.

SUBMISSION AND EVALUATION

The RDN will compare and evaluate respondents based on their proposals to identify proposals that the evaluation committee, at its discretion, is deemed to be the most advantageous to the RDN. To assist in receiving similar and relevant information, and to ensure your submission receives fair evaluation, the RDN asks Proponents to provide the following information:

Technical – expect to focus on following but not limited to:

- (a) Technical – expect to focus on following but not limited to:
 - i. the type of organization (i.e. non-profit, public charity, private, etc.);
 - ii. partnerships between non-profit, private and government;
 - iii. organization's qualifications and experience;
 - iv. experience, depth and strength of personnel;
 - v. demonstrated ability to collect and transport materials;
 - vi. develop methods, markets, and collaborations for hard-to-recycle materials; and
 - vii. approach and methodology to successfully deliver the project deliverables.

Please note, preference will be given to respondents that can:

- fulfil all scope of services; and
- not-for-profit organizations.

- (b) Financial – expect to focus on following but not limited to:
 - i. quality and value of the project deliverables including any proposed innovations;
 - ii. demonstrated ability to fulfill all scope of services within the \$60,000 budget.

Submissions should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the submissions in accordance with the criteria provided.

The RDN may evaluate submissions on a comparative basis by comparing one proponent's submission to another proponent's submission. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the submission is materially incomplete or, irregular or contain any qualifications that are unacceptable to the RDN.

Submissions should be in enough detail to allow the RDN to determine the proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the submissions in accordance with the criteria provided.

The RDN's evaluation of the submissions and assessment of the qualifications shall be final.

By submitting a response to this RFQ, each Respondent agrees to be solely responsible for all costs and expenses incurred by it in preparing the submission, including any costs incurred by the Respondent after the closing date.

General Conditions:

No Contract

By submitting a Request for Qualification and participating in the process as outlined in this RFQ, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

Privilege Clause

The lowest or any submission may not necessarily be accepted.

Acceptance and Rejection of Submissions

This RFQ does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFQ, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

Conflict of Interest

Proponents shall disclose in their Submissions any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFQ, other than the RDN Contact named in this document.

Litigation Clause

The RDN may, in its absolute discretion, reject a Submission by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

1. any other contract for works or services; or
2. any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Qualifications.

In determining whether to reject a Submission under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Submission and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing a submission, or participating in negotiations for a Contract, or other activity related to or arising out of this RFQ. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFQ, and by providing a submission each Proponent shall be deemed to have agreed that it has no claim.

Ownership of Submissions

All submissions, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFQ become the property of the RDN.

Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.



Request for Proposal – Used Waste Container Collection Program

Closing date and time: Prior to 15:00 PST October 2, 2020

RECEIPT CONFIRMATION FORM

As receipt of this document, and to directly receive any further information and background references related to this Request for Proposals, please return this form to:

Solid Waste Services
6300 Hammond Bay Rd, V9T 6N2 Regional District of Nanaimo
NKitagawa@rdn.bc.ca

Please note the last day for enquiries is the end of the working day on October 1, 2020

ORGANIZATION NAME: _____

STREET ADDRESS: _____

CITY/PROVINCE: _____

POSTAL CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

SIGNATURE: _____

REGIONAL DISTRICT OF NANAIMO
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the <XX> day of <Month>, 20<XX>.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

<Company Name>
<Street Address>
<City, Province, Country>
<Postal Code>

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Appointment

The Regional District retains the Contractor to provide the Services (herein called the "Services") described in Schedule 'B' which is attached hereto and forms part of this Agreement.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <Month Day, Year> and ending on <Month Day, Year>, unless sooner terminated as hereinafter provided.

3. Payment

The Regional District will pay to the Contractor, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. The Contractor agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Contractor.

4. Independent Contractor

The Contractor will be an independent contractor and not the servant, employee or agent of the Regional District. The Contractor is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Contractor authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Contractor's rendering of the Services pursuant to this Agreement.

5. Assignment and Sub-contracting

Unless already approved by the Regional District, the Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Conflict

The Contractor shall not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Regional District, give rise to a conflict of interest between the obligations of the Contractor to the Regional District under this Agreement, and the obligations of the Contractor to such other person, firm or corporation.

7. Indemnity

The Contractor shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or Contractors, in the performance of the Services, or from the Contractor's breach of this Agreement.

8. Insurance

Comprehensive General Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change and include a cross liability clause.

Automobile third party liability insurance in an amount not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Contractor.

9. Termination

Notwithstanding any other provision of this Agreement:

- a) If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor.

- b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'A', for services provided and expenses incurred to the date the said notice is given or delivered to the Contractor. The Contractor will refund to the Regional District any payment already made to the Contractor not yet earned.

10. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

11. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

13. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

14. Freedom of Information

The Contractor acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

15. Collection of Personal Information

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

- a) the purpose for collecting it;
- b) the legal authority for collecting it; and
- c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Contractor's collection of personal information.

16. Governing Law

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

17. Worksafe BC Coverage

All employers with employees must be registered with WorkSafe BC and remittance up to date. Self-employed proprietors or partners in a partnership, must have Personal Optional Protection coverage.

18. Miscellaneous

All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.



SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

For the Regional District of Nanaimo:

Printed Name, Title

Signature

For the Contractor, <Company Name>:

Printed Name, Title

Signature

**SCHEDULE 'A'
FEE SCHEDULE**

Total compensation to be paid to the Contractor by the Regional District of Nanaimo shall not exceed a maximum of **\$60,000** in Canadian Dollars. This compensation includes all fees and expenses including GST. If the services are completed by the Contractor at less cost than maximum amount, the Contractor can keep the balance. If the Contractor receives the Maximum Fee, but has yet to complete the Services, it shall continue to provide the Services until it has provided all the Services.

Payment by the Regional District to the Contractor will be upon receipt of written invoices from the Contractor for completed services and will be paid on a net 30 days basis from date of receipt. (Invoices shall contain a written statement of account showing the calculation of all fees and should reference the Purchase Order Number.)

**SCHEDULE 'B'
SCOPE OF WORK**

<Enter scope of Services here or reference the Contractor's RFP/Tender response and include the response in the agreement.>