



REQUEST FOR
PROPOSALS

RFP TITLE: Harrison Mills Transfer Station Operations

RFP NUMBER: RFP-24017

DATE ISSUED: December 19th 2024

CLOSING TIME/DATE: January 15th 2025

TABLE OF CONTENTS

Part A

Part B - INTRODUCTION.....2
 B.1 RFP Overview2
 Part C - OBJECTIVES.....2
 C.1 Scope of Services.....2
 C.2 Timeline3
 Part D - INSTRUCTIONS AND INFORMATION FOR PROPONENTS.....3
 D.1 Closing Date and Location.....3
 D.2 Form of Proposal Submissions3
 D.3 Mandatory Requirements3
 D.4 Information Meeting4
 D.5 Enquiries.....4
 Part E - TERMS AND CONDITIONS OF RFP.....4
 E.1 General4
 E.2 Proposal Validity5
 E.3 Addendum.....5
 E.4 Evaluation and Selection Method5
 E.5 Acceptance and Rejection of Proposals.....5
 E.6 Late Proposals.....5
 E.7 Amendment or Withdrawal of Proposals6
 E.8 FVRD's Rights and Reservations6
 E.9 Cancellation of RFP6
 E.10 Waiver of Non-Compliance.....6

E.11	Proponent's Costs	6
E.12	Limitation of Liability	7
E.13	Negotiation.....	7
E.14	Errors and Omissions.....	7
E.15	Conflict of Interest.....	7
E.16	Confidentiality.....	7
E.17	No Lobbying.....	7
E.18	Contract Award	8
E.19	Definition of Contract	8
E.20	Form of Contract.....	8
Part F	- Schedule A - GENERAL CONDITIONS AND SPECIFICATIONS.....	9
Part G	- Schedule B - FORM OF PROPOSAL.....	17
Part H	- Schedule C - PROPONENT'S EXPERIENCE.....	18
Part I	- Schedule D – Location Map	19
Part J	- Schedule E – Tipping Fee Bylaw	20
Part K	- Schedule F – Contractors Monthly Invoice Format.....	23
Part L	- Schedule G – Daily Collection Log.....	24
Part M	- Schedule J - Evaluation Matrix.....	25

Part B - INTRODUCTION

B.1 RFP Overview

The Fraser Valley Regional District ("FVRD") is seeking proposals from qualified proponents ("Proponents") in response to this request for proposals ("RFP") for the operation and maintenance of the Harrison Mills Transfer Station.

The Harrison Mills Transfer Station is located at 14050 Chehalis Forest Service Rd in Harrison Mills, BC, immediately north of the Lougheed Highway. The Transfer Station location can be found on the attached map, Schedule D. The transfer station provides garbage, recycling, organics and seasonal yard waste collection to the residents. There are two community cleanup events per year (spring and fall) during which extra 40 yard bins are brought in for residents to use. The Harrison Mills Transfer Station contains a free store for re-use of items by the residents.

The services will be provided for a period of 3 years, with an option for a two year mutual extension and will begin on March 1st, 2025.

Proposal documents can be viewed on the FVRD website www.fvrd.ca or BC Bid.

Part C- OBJECTIVES

C.1 Scope of Services

The FVRD anticipates the services will include, but not limited to:

- I. Opening and closing the facility during the hours specified. The contractor is expected to be at the facility 15 minutes before opening to the public and 15 minutes after closing to the public for opening and closing duties.
- II. Assisting residents with disposing of garbage, recycling, and organics including making sure materials are placed in the appropriate locations
- III. Provide information to the public on recycling and Extended Producer Responsibility (EPR) programs, including verbal information and the distribution of brochures and other materials provided by the Regional District.
- IV. Coordinating the servicing of bins as needed
- V. Maintaining the site premises, including clearing of brush and grass inside the fenced area and the entrance and exit, light snow shoveling (top of bin lids etc), and general upkeep.
- VI. Verifying the transfer station users are residents of the service area and accepting payment as per the *Fraser Valley Regional District Electoral Area C Garbage Disposal Fees and Charges Establishment Bylaw No. 1627, 2021* (Schedule E)
- VII. Maintaining records as required by the FVRD including, but not limited to the Dailey Collection log (Schedule G)
- VIII. Following the FVRD Cash Handling Policy
- IX. Maintaining a clear and tidy free store, including removal of items that haven't been claimed within 3 weeks of drop off

The FVRD provides snow removal for the transfer station through a separate contractor. There is a non-potable water service on site for cleanup and an FVRD provided outhouse.

The Harrison Mills Transfer Station is open approximately 20 hours per week at the following times

Wednesday & Saturday 8:00 am - 1:00 pm

Friday & Sunday 1:00 pm - 6:00 pm

Closed on statutory holidays and open the following day in lieu.

(collectively, the "**Services**") all to be provided with consideration being given to a focus on value to the FVRD and Project budget.

C.2 Timeline

The proposed deadlines for key aspects of this RFP are as follows (as may be amended by the FVRD at its discretion):

ITEM	DESCRIPTION	EXPECTED COMPLETION DATE
1	Deadline for Inquiries:	January 8 th , 2025
	RFP submissions due:	January 15 th , 2025
	Contract Award	January 31 st , 2025
2	Contract Begins	March 1 st , 2025

Part D - INSTRUCTIONS AND INFORMATION FOR PROPONENTS

D.1 Closing Date and Location

Proposals must be received by 1:00 PM PST on January 15th, 2025 ("**Closing**") at the following address:

Fraser Valley Regional District
Attention: Brett Dyck, Engineering & Community Services Technologist
1 - 45950 Cheam Avenue
Chilliwack, BC V2P 1N6

The time for Closing will be conclusively deemed to be the time shown on the clock used by the FVRD for this purpose.

D.2 Form of Proposal Submissions

Proponents are requested to submit the following copy of their proposal ("**Proposal**"):

- i. one electronic copy in Adobe PDF format via email to bdyck@fvr.ca with the subject line:
RFP-24017: *Proponents Name*

D.3 Mandatory Requirements

Proponents must include in their proposals, the following information:

- i. Completed and signed Form of Proposal set out in Schedule B;
- ii. Proponent's Experience - list of completed or current work requiring services comparable to the services sought in this RFP, including a brief description of the work for each work as set out in Schedule C
- iii. Costs - details costs for the Proponents provision of the Services in Canadian Dollars, inclusive of all costs, expenses and charges, but exclusive of GST and Provincial Sales Tax; and
- iv. Sufficient detail to allow the FVRD to determine the Proponent's position from the documents received, such, as, details of the Proponent's team, their roles and responsibilities and reporting relationships, understanding of the Project and proposed work plan for carrying out the Services.
- v. The Regional District requires the Contractor to furnish a bond to ensure performance under the contract and for the payment of all obligations arising under the Contract, with such security or securities, approved by the Regional District in the amounts shown below.

The Contractor must provide the Regional District with either a Performance Bond or Letter of Credit in the amount of twenty-five percent (25%) of the total contract price for 1 year including GST. The Performance Bond or Letter of Credit will be subject to the approval of the Regional District's Chief Financial Officer.

D.4 Information Meeting

A Proponent's meeting will not be held.

D.5 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person ("**Contact Person**") indicated below.

Contact Person: Brett Dyck, Engineering & Community Services Technologist
Address: 1 - 45950 Cheam Avenue
Chilliwack, BC V2P 1N6
Email: bdyck@fvrd.ca

Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the FVRD. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

Part E - TERMS AND CONDITIONS OF RFP

E.1 General

The terms and conditions in this Part E will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the FVRD for this RFP. Proposals that contain provisos which contradict or alter any of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal.

E.2 Proposal Validity

Proposals will be open for acceptance by the FVRD for at least 90 days after the date of Closing.

E.3 Addendum

All subsequent information regarding this RFP including changes made to this document will be posted on BC Bid for Proponents to access. It is solely the responsibility of the Proponents to check BC Bid from time to time to ensure that they have all amendments to this RFP in the form of addenda and to ensure that they have obtained, read, and understood the entire RFP including all addenda that may have been issued prior to Closing.

E.4 Evaluation and Selection Method

The evaluation of the RFP will be conducted by a committee formed by the FVRD and may include, at the FVRD's sole discretion, employees, consultants and contractors. Proposals will be evaluated on the basis of the overall best value to the FVRD based on quality, service, past performance, price and any other criteria set out herein including, but not limited to:

- I. Completeness of Submission: Proposal contains all required sections and is received correctly before the closing date and time
- II. Level of Proponent Qualifications: How well the proponent meets the qualifications.
- III. Project Descriptions and References: Do the references provided reflect the right type of experience, and when checked, are the contact persons happy with the work performed by the proponent?
- IV. Names and Contact Information of Sub-Contractors (if any): Do sub-contractors meet the requirements listed in this RFP, and are names and contact information provided?
- V. Understanding of the Project: Does the proposal reflect that the Proponent adequately understands the work?
- VI. Proposed Price for All Works: How competitive is the price?

The evaluation matrix is available in Schedule J.

E.5 Acceptance and Rejection of Proposals

This RFP shall not be construed as an agreement to purchase goods or services. The FVRD is not obligated to enter into an Agreement (defined herein) with the Proponent who submits the lowest priced Proposal or with any Proponent.

E.6 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated and may be returned to the Proponent.

E.7 Amendment or Withdrawal of Proposals

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable in accordance with section E.2. The FVRD will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

E.8 FVRD's Rights and Reservations

The FVRD reserves the right to:

- i. reject any or all Proposals;
- ii. reject any Proposal that is incomplete, that contains erasures or corrections that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP;
- iii. in the event that only one proposal is submitted, to return the Proposal unopened;
- iv. modify the terms of this RFP at any time in the FVRD's sole discretion;
- v. to require clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted; and
- vi. communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

E.9 Cancellation of RFP

The FVRD may cancel this RFP at any time prior to or after Closing. In the event the FVRD cancels this RFP, the FVRD shall have the right to seek to procure the same services or similar services at any time through any means the FVRD deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the FVRD.

E.10 Waiver of Non-Compliance

The FVRD may waive any non-compliance with the RFP and may elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

E.11 Proponent's Costs

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the FVRD that may occur.

E.12 Limitation of Liability

By submitting a proposal, each Proponent irrevocably agrees that the FVRD shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

E.13 Negotiation

The FVRD reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the FVRD in its sole discretion.

E.14 Errors and Omissions

While the FVRD has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the FVRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

E.15 Conflict of Interest

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the FVRD, its elected or appointed officials or employees.

E.16 Confidentiality

All Proposals become the property of the FVRD and will not be returned to the Proponents, except as expressly provided for herein. All Proposals will be held in confidence by the FVRD unless disclosure is otherwise required by law.

E.17 No Lobbying

Proponents and their agents are not permitted to contact any member of the FVRD Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the FVRD. The FVRD reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

E.18 Contract Award

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contract.

If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the FVRD may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

At its sole discretion, the FVRD may divide any Contract for goods or services between two or more proponents.

E.19 Definition of Contract

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the preferred Proponent and the FVRD have both executed a written Contract.

E.20 Form of Contract

The Contract will comprise a form of written agreement based on the FVRD standard form document Agreement for Services, as may be amended by mutually agreed supplementary conditions, and incorporate the FVRD's general conditions and specifications, if any, set out in Schedule A.

Part F - Schedule A - GENERAL CONDITIONS AND SPECIFICATIONS

All Contractors submitting proposals must be aware of the following Contractual Requirements which will be incorporated into the formal Contract:

1) Indemnity Clause

The Contractor covenants to save harmless and effectually indemnify the Regional District against:

- All actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the performance of the said Work;
- All expenses and costs which may be incurred by reason of the execution of the said Works resulting in damage to any property owned in whole or in part by the Regional District or which the Regional District by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, and
- All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, Workers Compensation assessment, Unemployment Insurance, Federal or Provincial Tax, and for checkoff; and all actions and proceedings, costs, damages, expenses, claims and demands arising from the Contractors trespass or damage to private property or properties not owned by the Regional District.

2) Public Liability, Property Damage and Fire Insurance

Prior to the commencement of any Work hereunder, the Contractor shall obtain and maintain or cause to be obtained and maintained in force during the term of this agreement, with an insurance acceptable to and approved in writing by the Chief Financial Officer of the Regional District, the following insurance with limits not less than those shown in respective items following:

- Comprehensive Public Liability Insurance and Property Damage Insurance providing coverage up to \$2,000,000 inclusive against liability for bodily injury or death and/or damage to property on an all risk occurrence basis;
- Motor Vehicle Insurance for public liability and property damage providing coverage up to \$2,000,000 inclusive on owned, non-owned or hired vehicles, and
- Complete Operations coverage on an all risk occurrence basis up to \$2,000,000 inclusive against liability for bodily injury, death and/or damage to property of others arising out of the existence of any condition in the Work.

In all policies of insurance providing coverage called for by this clause (except motor vehicle insurance), the Regional District shall be named as an additional insured, and all such insurance shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. In all such policies, each subcontractor engaged in the Work shall be named as an additional insured in respect of the performance of the work, and each such policy shall provide that no expiry, cancellation or material change in the policy shall become effective until after thirty days' notice of such cancellation or change shall have been given to the Regional District by registered mail, and the Contractor shall, upon demand of the Regional District, deliver over to the Regional District all such policy or

policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to so obtain and/or maintain in force any such insurance as aforesaid, or deliver such policy or policies and receipts to the Regional District, then it shall be lawful for the Regional District to obtain and/or maintain such insurance, and the Contractor hereby appoints the Regional District his/her true and lawful attorney to do all things necessary for this purpose. All monies expended by the Regional District for insurance premiums under the provisions of this article shall be charged to the Contractor.

Notwithstanding the provision of insurance coverage by the Fraser Valley Regional District, the Proponent hereby agrees to indemnify and save harmless the Fraser Valley Regional District, its successors), assign(s) and authorized representatives) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "claims") that the Fraser Valley Regional District may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the construction manager, servant(s), agent(s) or employee(s) under this agreement, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of the Fraser Valley Regional District, its other consultant(s), assign(s) and authorized representative(s) or any other person.

3) WorkSafe BC Coverage

The Contractor alone shall at all times be responsible for the safety of his/her employees in the Work and for the safety, adequacy, efficiency and sufficiency of his/her plant, his/her equipment and his/her method of executing the Work of this Contract. The Contractor agrees that he/she shall at his/her own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC coverage for himself/herself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the Regional District has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the Regional District to the Contractor. The Regional District shall have the right to withhold payment under this contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

The Contractor agrees that he/she is the Principal Contractor for the purposes of the WorkSafe BC Industrial Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to WorkSafe BC and shall ensure that all WorkSafe BC safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material persons and others engaged in the performance of this contract. The Contractor shall be responsible for coordination of safety and health under the WorkSafe BC Occupational Health and Safety Regulation.

The Contractor shall provide the Regional District with the Contractor's WorkSafe BC registration number and a letter from WorkSafe BC confirming that the Contractor is registered in good standing with WorkSafe BC and that all assessments have been paid to the date thereof prior to the Regional District having any obligation to pay monies under this Contract.

The Contractor shall indemnify the Regional District and hold harmless the Regional District from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC.

4) Local Government Bylaws

The Contractor shall comply with all applicable regulations and bylaws of the Regional District.

5) Law Applicable

This Contract shall be construed under and according to the laws of the Province of British Columbia, Canada.

6) Permits, Fees, Licenses, Laws, Notices, etc

The Contractor shall apply for and pay for all necessary permits or licenses required for execution of the Contract. The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, bylaws, rules and regulations relating to the Work and the preservation of the public health and safety, and public and private property.

7) Execution and Completion of Contract

The Contractor shall at his/her own expense, unless it is expressly stipulated to the contrary, provide, supply, observe, perform and do everything which in the opinion of the FVRD may be required for the execution and completion of this Contract.

8) Changes in the Work

The Regional District, without invalidating the Contract, may make changes by altering, adding to or deducting from the work. The Contractor shall proceed with the Work as changed, and the Work shall be executed under the provisions of the Contract.

The Contractor shall not make any alteration or variation in, or addition to, or deviation or omission from the terms of this Contract unless he/she shall first have received the written consent of the FVRD, and no claims for additional compensation shall be valid unless the change was so ordered.

9) Failure of the Regional District to Take Action not a Waiver of its Rights

No action or want of action on the part of the Regional District at any time to exercise any rights or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the District or any of its said rights.

10) Oral Agreements

No oral instruction, objection, claim or notice by any party to the other shall change or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing.

11) Service of Notices

Any notice, order, direction, request or other communication given by the Regional District to the Contractor under this Contract shall be deemed to be well and sufficiently given to the Contractor if the same be left at the office used by the Contractor, or be delivered to any of his/her officers, clerks, or servants, or be mailed in any post office addressed to the Contractor at the address mentioned in this Contract or at the Contractor's last known place of business. No responsibility will be accepted for oral instructions.

12) Extra Work

Extra work means the furnishing of materials and/or equipment and/or doing of work not directly or by implication called for by the Contract. If the Regional District requires extra work, it may do it itself or by the employment of others, or it may direct the Contractor in writing to do the extra work and keep accurate records.

As such, a provisional rate for extra work should be entered in the form of proposal. This rate will remain constant for the full 3 years of the contract.

13) Other Work

The Regional District, its servants and agents shall be at liberty to enter upon the site of the Work with its workers and materials to do work not comprised in this Contract, and the Contractor shall afford any such workers all reasonable facilities to the satisfaction of the FVRD.

14) Assignment

This Contract shall not be assigned, nor shall the said Work or any part thereof be subcontracted without the written consent of the FVRD to every such assignment or subcontract.

15) Subcontractors

Proponents may wish to sub-contract some aspects of this work (e.g. snow plowing) to another party. The decision by a Proponent to utilize a sub-contractor arrangement will not be considered as either a penalty or as an added advantage in the evaluation of the RFP by the Regional District. Proponents wishing to utilize Sub-Contractors to support their submissions must ensure that their Sub-Contractor meets all appropriate qualifications outlined in this section.

Sub-Contractors will be accepted by the Regional District, provided that they meet the following provisions:

- All Sub-Contractors must be identified in writing at the time of submission of the Proposals.
- All Sub-Contractors must meet all the Insurance and Work Safe BC coverage conditions outlined in this RFP document.
- All equipment used by any Sub-Contractor must be insured as specified in this RFP document, or be sufficiently covered by the Operator according to all the requirements.
- All equipment used by any Sub-Contractor must be in good working condition, and all operators must be adequately qualified and/or licensed (if required) to operate the needed equipment.

The Contractor shall be held as fully responsible to the Regional District for the acts and omissions of his/her subcontractors and of persons directly or indirectly employed by him/her, as for the acts and omissions of persons directly employed by him/her. The

Contractor agrees to bind every subcontractor by the Conditions, Specifications and Drawings applicable to his/her Work. The Contractor shall provide a list of the subcontractors who will be employed by him/her and no changes or additions to this list shall be made without the written approval of the FVRD.

16) Arbitration

In the case of any dispute between the Regional District and the Contractor during the progress of the Work or afterwards, or after determination of breach of the Contract, as to any matter arising thereunder, either party hereto may, at his/her option give to the other notice of such dispute and demand arbitration thereof; and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the laws of the Province of British Columbia. Provided, however, that if arbitration has not been agreed upon either party may elect to have such dispute determined by a Court of Courts of competent jurisdiction.

17) Dismissal of Contractor

In the event that the Contractor at any time is not complying with the provisions of this Contract to the satisfaction of the Regional District immediately shall become empowered hereby to notify the Contractor to discontinue services and the Contractor thereupon shall discontinue the Work called for by this Contract and the Regional District shall have the right, in its sole discretion, to enter into a Contract with some other person or persons for continuance of the Work; PROVIDED that the monies paid such person or persons for the supplying of such material and Work shall be charged to the Contractor.

18) Payment of Accounts by Contractor

The Contractor shall pay any and all accounts for labour, services and materials used by him/her during the fulfillment of this Contract as and when such accounts become due and payable, and shall furnish the Regional District with proof of payment of such accounts in such form and as often as the Regional District may require. Should payment of such accounts not be made when and as the same become due the Regional District shall be at liberty to pay the same and all monies so paid by the Regional District shall be charged to the Contractor.

19) Monies Charged to the Contractor

Everything charged to the Contractor under the terms of this Contract shall be paid by the Contractor or the Regional District on demand. Payments made by or expenses charged to the Regional District under the terms of this Contract may be deducted by the Regional District from any monies due or to become due to the Contractor. In the event that the amount is greater than that owing to the Contractor, the Regional District may then demand payment of the difference and the Contractor shall forthwith pay such difference or the Regional District may recover the amount owing from the Contractor's surety or sureties.

20) Regional District's Right to Remedy or Execute the Works

Should the Contractor fail to execute the Work to the Satisfaction of the FVRD and fail to remedy the situation or execute any part of parts of the Works as requested, the Regional District shall thereupon become empowered to do the Work itself or to employ such person or persons to remedy or execute the Work provided that the entire expense of the remedy or execution shall be charged to the Contractor; PROVIDED that the remedy or execution shall

in no way affect the Contractor's duties and liabilities hereunder nor in any way relieve him/her from the performance and fulfillment of any or all of his/her covenants, undertakings, obligations and duties under this Contract. All such remedy or re-execution of the Work shall be carried out and completed in accordance with the plans, specifications and standards of the Contract Documents and to the satisfaction of the FVRD. The provision of this clause shall remain in full force and effect during the entire term of the Contract.

21) Materials and Workmanship Supplied by Contractor

The whole of the Work shall be done in a substantial and workmanlike manner with materials, articles and workmanship of the best quality and description and as required by and in strict conformity with this Contract. Unless otherwise specified all materials shall be new of in "good as new" condition.

22) Qualifications of Contractor

The successful Proponent will have demonstrated experience working with minimal supervision, in a similar or related capacity. Proponents must be physically fit, trained to operate small equipment (hand-held brushing equipment, weed whacker), as well as competent to carry out snow clearing activities in small spaces.

The successful Proponent will have all necessary equipment readily available. All equipment used on site must be in good working condition, and any person(s) operating the equipment must be adequately qualified and/or licensed (if required) to operate the needed equipment. If equipment is in disrepair, all repair/rental costs to carry out said duties are that of the Operator.

The Contractor shall not employ any person who, in the opinion of the FVRD, is unfit or not skilled in the Work assigned to him/her. The Contractor shall at all times in connection with the execution of the Work, keep and employ a competent general superintendent capable of speaking, reading and writing the English language, and any explanations, orders, instructions, directions and requests given by the Regional District to such superintendent shall be held to have been given to the Contractor.

23) Work Stoppages Due to Labour Disputes

In the event that the Contractor experiences a labour dispute with his/her employees, and a work stoppage follows, the Regional District shall not be responsible for paying for any services which are not fully delivered. At the conclusion of the work stoppage, the Contractor shall be responsible for collecting all the backlogged materials.

24) Term of Contract

The term of this Contract shall be for a period of three (3) years commencing the 1st day of January, 2025 and expiring at the end of the working day on December 31, 2027. This contract can be extended for a maximum of two (2) additional years, as mutually agreed between the parties.

25) Inspection of Work

Periodic inspections of the Contractor's Work will be made by the FVRD to verify that the service supplied by the Contractor is adequate in all respects. If deviation from the Contract specifications exists, the Contractor will be notified either verbally or in writing by the FVRD. Upon notification the Contractor must proceed without delay to institute corrective measures. Such periodic inspection shall not relieve the Contractor in any way from making his/her own inspection to ensure that the Work is being performed under the Contract terms.

26) Health and Safety

The successful Proponent will be responsible for supplying the following personal protective equipment (PPE), as a minimum:

- Steel toe boots (CSA green triangle)
- High visibility tear away safety vest
- Eye protection
- Full leather work gloves

The successful Proponent will be responsible for ensuring that any Sub-Contractors or replacement workers they hire are equipped with and wear the above PPE appropriately.

The Regional District will require a Safety Plan from the successful Proponent to ensure that all workers are working in compliance with the current Occupational Health and Safety Regulations. The Safety Plan must have the endorsement of the Regional District.

The Regional District will supply and maintain an eyewash station, WorkSafe BC basic first aid kit and 10 lb ABC fire extinguisher at the transfer station.

27) Vehicles and Equipment

The Contractor shall use vehicles and equipment in conformity with the applicable acts of the Province of British Columbia. All vehicles shall be watertight and designed in such a manner as to prevent the discharge of liquid, residential garbage, recycling or yard waste materials while the vehicle is actively collecting materials or is in transit. Any leaks of oil, hydraulic fluid or other automotive fluids from the vehicles and equipment shall be remedied immediately. The Contractor shall immediately clean up the leaked fluids with absorbent material which at least one (1) of the vehicles serving the area shall carry at all times. The cab doors of all vehicles shall be clearly lettered with the Contractor's name and local business telephone (lettering to be not less than two (2) inches in size). All vehicles shall be painted and maintained in a clean and proper operating condition at all times. Equipment or vehicles which are deemed by the FVRD to be in poor repair, unsightly, or dangerous, shall be immediately removed from the road and a satisfactory substitute arranged for by the Contractor at the Contractor's cost. The Contractor shall advise the FVRD in writing of any changes to the originally submitted list of all vehicles and equipment to be used in the execution of the Contract. Any changes to the list of vehicles and equipment shall be of an equivalent or better than those submitted nature and this judgment is solely at the discretion of the FVRD. All vehicles and equipment employed by the Contractor in the execution of the Contract shall be accessible to the FVRD for inspection at all times. It shall be the Contractor's responsibility to determine what type of collection vehicle is most appropriate to provide the most economical collection service. From a safety and environmental perspective the Regional District would prefer collection on a single truck of all materials but does not limit proposals to this requirement.

28) Appearance and Conduct

All personnel engaged in the collection of garbage, recycling and yard waste materials shall conduct themselves in a courteous and polite manner and shall dress and groom themselves in a standard acceptable to the FVRD. The FVRD may order that the Contractor take disciplinary action against any employee directly involved in the customer contact or collection process for one (1) or more of the following offenses, and the Contractor shall comply with such request as promptly as possible: intoxication; the use of foul, profane, vulgar or obscene language; solicitation of gratuities or additional fees from the public for service performed under this Contract; the wanton or malicious damage or destruction of

containers and/or residential garbage, recycling or yard waste material receptacles; the malicious scattering or spilling of residential garbage, recycling or yard waste materials; any other willful or reckless action in disregard of safety or sanitary requirements; and any action which may constitute a public nuisance or disorderly conduct.

29) Spilled Garbage, Recycling, Yard Waste or Organics Material

The Contractor shall immediately clean up any garbage, recycling, or yard waste material spilled or scattered in the process of collection. Where, in the opinion of the FVRD, the spilled material constitutes a nuisance or a hazard, it shall be cleaned up and the cost of any such cleanup shall be deducted from monies owing to the Contractor on the next monthly invoice.

30) Staff Training

All staff employed by the Contractor for any duties associated with this Contract including but not limited to: operators and customer service operators shall be adequately trained by the Contractor to be familiar with the materials accepted in each of the four (4) waste streams (residential garbage, recycling, organics and yard waste material) and materials not accepted in each of the four (4) waste streams (residential garbage, recycling, organics and yard waste material).

31) Waste Collection Statistics and Reports

The Contractor shall keep statistics on the volume of residential garbage, recycling material taken to their respective processing areas. Statistics shall be itemized separately for residential garbage, and recycling material. The Contractor shall submit, along with his/her monthly invoice, a report containing a summary of the above noted statistics for the entire month of collection. The form of the monthly report shall be subject to the FVRD's approval.

32) Monthly Invoicing

Throughout the term of this Contract, payment for transfer station operation as specified in this Contract shall be made on a monthly basis. Additionally, payment for any of the services covered by the provisional rates and required by the FVRD shall also be made on a monthly basis. The Contractor shall submit to the Regional District an invoice for payment, all receipts for each separate stream of waste material (residential garbage, recycling and yard waste) on the first Tuesday of the month for which the invoice applies. The Regional District shall make payment net 30 days from the date of invoicing.

Part G - Schedule B - FORM OF PROPOSAL

Name: _____

Address: _____

Name and title of Representative: _____

Telephone: _____ Email: _____

Form of Business Organization

Sole Proprietorship

Partnership Date of Establishment _____

Corporation Date of Incorporation _____ Business No. _____

We hereby offer to perform the Services required by this RFP for the stipulated price of:

Proposed Price for Goods/Services \$ _____

Plus G.S.T. \$ _____

TOTAL \$ _____

Hourly Cost for extra work: \$ _____

I/We the undersigned authorized representatives of the Proponent, having received and carefully reviewed the RFP, including without limitation, the requirement for a performance bond and the General Conditions and Specifications (if any), submit this Proposal in response the RFP.

Dated this ____ day of _____, 201__.

Signature of Authorized Signatory

Signature of Authorized Signatory

Name & Tile/Position:

Name & Title/Position:

Part H - Schedule C - PROPONENT'S EXPERIENCE

Proponent Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

Part I - Schedule D – Location Map



Part J - Schedule E – Tipping Fee Bylaw

FRASER VALLEY REGIONAL DISTRICT BYLAW NO. 1627, 2021

A bylaw to establish fees and charges for the Electoral Area C Garbage Disposal Service Area

WHEREAS the Board of Directors of the Fraser Valley Regional District ("the Board") delivers garbage disposal services in Electoral Area C pursuant to *Fraser Valley Regional District Bylaw No. 0208, 1997, as amended*;

AND WHEREAS the Board has deemed it advisable to establish fees and charges associated with the delivery of said services;

THEREFORE the Board enacts as follows:

1) CITATION

This bylaw may be cited as *Fraser Valley Regional District Electoral Area C Garbage Disposal Fees and Charges Establishment Bylaw No. 1627, 2021*.

2) ENACTMENTS

2.1 Definitions

In this bylaw:

"Resident" means persons who reside within the Electoral Area C Garbage Disposal Service Area as established by Bylaw No. 0208, 1997, as amended;

2.2 Fees and Charges

There are hereby imposed the fees and charges for the provision of garbage disposal services within the Electoral Area C Garbage Disposal Service Area as set out in Schedule 1627-A attached hereto and forming an integral part of this bylaw.

3) SEVERABILITY

If a portion of this bylaw is found invalid by a court, it will be severed and the remainder of the bylaw will remain in effect.

4) REPEAL

Fraser Valley Regional District Harrison Mills and Vicinity Garbage Collection and Disposal Local Service Area Fees and Charges Bylaw No. 0209, 1997 and all amendments thereto are hereby repealed.

5) READINGS AND ADOPTION

READ A FIRST TIME THIS 27th day of May, 2021

READ A SECOND TIME THIS 27th day of May, 2021

READ A THIRD TIME THIS 27th day of May, 2021

ADOPTED THIS 27th day of May, 2021



Chair/Vice-Chair



Corporate Officer/Deputy

6) CERTIFICATION

I hereby certify that this is a true and correct copy of *Fraser Valley Regional District Electoral Area C Garbage Disposal Fees and Charges Establishment Bylaw No. 1627, 2021* as adopted by the Board of Directors of the Fraser Valley Regional District on May 27, 2021.

Dated at Chilliwack, BC on May 28, 2021



Corporate Officer/Deputy

FRASER VALLEY REGIONAL DISTRICT BYLAW NO. 1627, 2021

Schedule 1627-A - Fees and Charges

Service Area Residents

One Garbage Bag per week*	No Charge
Any Additional Garbage Bags*	\$2.00 each

Non Service Area Residents

Garbage Bag*	\$6.00 each
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*Maximum Size: 50L (66cm x 91cm), and not more than 20kg weight

- All Recyclable waste MUST be separated and approved by attendant.
- NO Whitewares or Furniture to be left at site

Part K - Schedule F – Contractors Monthly Invoice Format

Contractor's Monthly Invoice for Services Rendered

Harrison Mills and Hemlock Valley Transfer Station

Invoice #: _____

Invoice Period: _____

As per Contract dated: _____ \$ _____

Additional hours worked @ \$ _____ /hour \$ _____

TOTAL INVOICE: \$ _____

Signed: _____

Dated: _____

FOR FVRD USE ONLY

Payable to: _____

Payment method: EFT

GL Code: 10-2-410-2392

Authorized Signature: _____

Part M - Schedule J - Evaluation Matrix

Decision Factors			Name	Name	Name	
Mandatory Evaluation Criteria - Pass/Fail Criteria	Maximum Points	SCORE				Description
Received by closing date and time		P/F				
Inclusion of Mandatory Requirements		P/F				
Pass/Fail (P/F)		P/F				
Evaluation Selection Criteria						
Qualifications and experience of personnel	15					
Past experience with FVRD	10					
Total Cost of program	75					
SCORE	100		0	0	0	

Instructions for Unweighted Score: Insert the maximum points allowable for each criteria (for a total of 100 max points) and score each submission against each selection criteria

	PREFERRED PROPONENT/BIDDER
	Comments regarding preferred submission: