



REQUEST FOR TENDERS No. 23-021

**CHURCH ROAD TRANSFER STATION (CRTS)
HAULING MUNICIPAL SOLID WASTE, FOOD WASTE AND YARD AND GARDEN
WASTE**

ISSUED: March 3, 2023

CLOSING DATE AND TIME:

Tenders must be received on or before:

3:00 PM (15:00 hrs) Pacific Time on March 24, 2023

Submissions and Questions are to be directed to:

Kevin Guizzetti, Superintendent Scale and Transfer Service

Telephone: (250) 722-2044, Ext. 3225

Email: kguizzetti@rdn.bc.ca

Deadline for questions is five (5) business days before the closing date.

Mandatory Site Visits:

Mandatory site visits will be held on March 10, 2023, at 9:00 am starting at the Church Road Transfer Station, 860 Church Road, Parksville, BC. The tour will then go onto the RDN Landfill, 1105 Cedar Road in Nanaimo and then to Circular Waste B.C., 981 Maughan Road in Nanaimo. Interested parties will have the opportunity to view the sites and ask any questions and **must attend all sites to be eligible to bid to understand the constraints at each facility**. All persons in attendance must bring their own personal protection equipment (hard hat, steel toe footwear & high visibility vest).



Instructions to Bidders

Article 1. Closing Date/Time/Location

Bidders are requested to submit their Tender on or before 3:00 PM (15:00 hrs), Pacific Time, March 24, 2023.

Submission Method:

By Email: In PDF format with **"23-021 CRTS Hauling Services"** as the subject line at this electronic address:

kguizzetti@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions. Submissions received in any other manner will not be accepted.

Tenders **will not** be opened in Public.

ARTICLE 2. Examine Documents

The Tenderer must carefully examine all of the Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the documents, or should he be in doubt as to their meaning, he should, prior to submitting his tender, notify the designated RDN contact person in writing. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

No verbal agreement or conversation made or had at any time with any officer, agency, or employee of the RDN shall affect or modify any of the terms or obligations herein stated or deemed to be any representation of warranty.

Article 3. Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN (<https://www.rdn.bc.ca/current-bid-opportunities>) and new BC Bid (<https://new.bcbid.gov.bc.ca/>) websites. Each addendum will be incorporated into and become part of the TENDER. No amendment of any kind to the TENDER is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all addendums are included prior to submitting their final Tender submission.

ARTICLE 4. Tender Price

Pricing, in Canadian dollars, shall be completed as indicated on the Tender Form excluding taxes. Pricing should include all labour, materials, equipment, licences, permits any other costs required to perform the services in a turnkey manner. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.



ARTICLE 5. Federal Sales Taxes

GST is not to be included in the price. GST shall be shown separately on the Tender Form based on the total contract value.

ARTICLE 6. Tender Signing

The tender must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

ARTICLE 7. Revisions to Tenders

Any revision to the tender by the Tenderer must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

Multiple Revisions

Where a Tenderer submits multiple revisions to the original tender price, each revision should be numbered sequentially by the Tenderer. Unless the Tenderer clearly stipulates to the contrary on the face of the revision, each successive revision will nullify and replace any previous revision to the identified item or tender price.

Unclear or Ambiguous Revisions

If in the opinion of the RDN, any revision is unclear, ambiguous as to meaning or intent, that revision will be disregarded and the original tender price, or the tender price determined by consideration of any other revisions will prevail. The RDN, its employees and agents will not assume any responsibility for timely receipt of any revisions.

ARTICLE 8. Tender Withdrawal

A Tenderer may, without prejudice to himself, withdraw his tender on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 9. Tender Rejection

- .1 The RDN reserves the right to reject any or all tenders or accept other than the lowest tender and to accept the tender which it deems most advantageous.
- .2 The RDN may reject a tender if:
 - a) After investigation and consideration, the RDN concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the RDN.
 - b) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
 - c) A tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form, in which prices are omitted or are unbalanced.
 - d) The RDN may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly



through another corporation in a legal action against the RDN, its elected or appointed officers and employees in relation to:

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

In determining whether to reject a tender under this clause, the RDN will consider whether the litigation is likely to affect the Tenderer's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Tenderer 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 Tenderer.

- .3 The RDN may reject all tenders if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons;
 - a) the lowest tender that the RDN considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
 - b) the RDN decides not to proceed with the project or to defer the project;
- .4 The RDN reserves the right to consider and to reject any tender or all tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.
- .5 In no event will the RDN be responsible for a Tenderer's costs of preparing or submitting a tender.

ARTICLE 10. Award

Awards shall be made on tenders that will give the greatest value based on equipment, service, and price. The lowest or any tender may not necessarily be accepted. The RDN will, following receipt of an acceptable tender, issue in writing a Notice of Intent to Award to the successful Tenderer. Any award is subject to available funding and approval from the Board of the Regional District of Nanaimo or its Senior Management.

ARTICLE 11. Form of Agreement

The RDN's preferred form of Contract is enclosed at the end of this document. Tenderers should carefully review this form of Contract. Tenderers may request that RDN consider revisions to the form of Contract. Tenderers should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Closing Date and Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented. A Contract is formed only when the RDN and the successful Proponent have executed a fully written Contract and when the RDN issues a purchase order to the successful Proponent.

ARTICLE 12. Mandatory Site Visits

Mandatory site visits will be held on March 10, 2023, at 9:00 am starting at the Church Road Transfer Station, 860 Church Road, Parksville, BC. The tour will then go onto the RDN Landfill, 1105 Cedar Road in Nanaimo and then to Circular Waste B.C., 981 Maughan Road in Nanaimo. Interested parties will have the opportunity to view the sites and ask any questions and must attend all sites in order to be eligible



to bid. It is the responsibility of the potential contractors to be familiar with the sites to determine the existing conditions, layouts and limitations and ask any questions. In submitting a tender, the Tenderer confirms they have viewed the sites and their tender includes any vehicles, equipment, materials, and labour necessary to perform this contract in a turnkey manner. The Tenderer will rely entirely upon his/her own judgment in submitting a tender and include sums sufficient to cover all items required for the contract.

ARTICLE 13. No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, by participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

ARTICLE 14. Solicitation of Board Members

"If a member of the Board, or a person who was a member of the Board in the previous six months has a direct or indirect interest in the contract, then the Tenderer shall report this to the REGIONAL DISTRICT in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Tenderer warrants and represents that it has not received any information or a record from any Board member or former Board member contrary to Section 108 of the *Community Charter*." The successful Tenderer will be required to direct all communications related to their contract through the staff members responsible for the project.

ARTICLE 15. Freedom of Information and Protection of Privacy Act

All documents submitted to the REGIONAL DISTRICT will be held in confidence by the REGIONAL DISTRICT, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*.

ARTICLE 16. CONFLICT OF INTEREST

The Tenderer declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Tenderer, has any financial or personal relationship or affiliation with any elected official or employee of the REGIONAL DISTRICT or their immediate families which might in any way be seen to create a conflict.

ARTICLE 17. COLLUSION

The Tenderer shall not engage in collusion and must prepare their submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

TECHNICAL SPECIFICATIONS

Scope of Work

The Regional District of Nanaimo is seeking Tenders from experienced and qualified transport companies for the hauling of Municipal Solid Waste (MSW), Organics (ORG)¹ and yard and garden waste (YW) from the Church Road Transfer Station (CRTS) at 860 Church Road, Parksville, B.C. to the Regional District of Nanaimo landfill, Registered Recycling Facilities, and the Circular Waste BC (CWBC) composting facilities in Nanaimo, BC.

The Contract is for a five (5) year term. Firm pricing is requested for contract years 1 & 2. Subsequent annual increases for contract years 3, 4, & 5 may be based on the BC All-Items CPI index subject to final negotiations and mutual written agreement between the parties. Year 3 increase will be based on the Year 2 rates. Year 4 increase based on Year 3 rates. Year 5 increase based on Year 4 rates

Any Service Fee increases may be adjusted on an annual basis every July 1st beginning in Year 3 based on the percent change in the BC CPI for the past 12 months from December to December. The CPI referenced is the "All Items" index of BC as published by Statistics Canada <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>

Anticipated contract start date is July 1, 2023.

The Contractor shall provide the Services as outlined below:

- 1) The Contractor shall supply all supervision, vehicles, labour, materials, tools, equipment, and any incidentals necessary to carry out:
 - a) the hauling of Municipal Solid Waste directly from the Church Road Transfer Station (CRTS) to the Regional Landfill at 1105 Cedar Road, Nanaimo, B.C.; and
 - b) the hauling of Food Waste and Yard and Garden Waste to the Circular Waste BC (CWBC) composting facility at 981 Maughan Road, Nanaimo, B.C.; and
 - c) the hauling of Mattresses and or Asphalt Shingles to a registered recycling facility or directly to the regional Landfill.
- 2) The Contractor shall transfer all materials as required by the Regional District seven (7) days per week excluding British Columbia statutory holidays, Boxing Day and the National Day for Truth and Reconciliation unless otherwise directed by Transfer Station Supervisor or Superintendent, Scale and Transfer Services.

¹ The RDN has launched the Automated Curbside Yard Waste Collection Program. Under this program both organic food waste and yard waste will be collected curbside. The ORG material can be expected to transition to a co-mingled product as early as Q2 2023 and as late as Q3 2023.



- 3) The Contractor shall maintain national safety code carrier profile satisfactory ratings in all categories for the duration of the Contract.
- 4) When hauling waste under the Contract, the Contractor shall use 2016 model year or newer trucks that meet the 2016 standards for heavy duty diesel engine emissions under the applicable federal regulations. Two trucks must be always available for hauling services.
- 5) The Contractor shall leave all trailers it uses for hauling waste at the CRTS site. The Contractor shall ensure that the trailers are fully compatible with the top loading system used at the CRTS and any constraints at Circular Waste's composting facility.
- 6) For hauling Municipal Solid Waste, Mattresses, Asphalt Shingles and Yard and Garden Waste the Contractor shall use fifty-three-foot walking floor trailers equipped with a tarp system, a minimum holding capacity of twenty-five tonnes and compatible with top loading process at Transfer Station facility. The Contractor shall ensure the trailers do not leak fluids during transport.
- 7) For hauling co-mingled Yard and Garden waste and Organics, the Contractor shall use a leak-proof trailer with a sealed, watertight door. See trailer specifications below.
- 8) The Contractor shall ensure that its operators unload trailers at the destination sites without assistance from site staff.
- 9) The Contractor shall provide overall management and administration of hauling Municipal Solid Waste, Mattresses, and Asphalt Shingles from CRTS to the Regional Landfill or designated recycling facility, and Yard and Garden Waste and Food Waste from CRTS to the CWBC composting facility.
- 10) The Contractor shall provide staff to coordinate with the Regional District site supervisor or designate regarding the transport of filled and emptied trailers between the CRTS and the designated sites.
- 11) The Contractor shall follow all Work Safety Regulations and site-specific safety requirements applicable to the work performed at the Regional District's waste facilities and the Circular Waste facility. All operators will have to go through a site safety orientation at each site. Operators must provide their own PPE and wear high-visibility clothing, safety toe boots and hard hat.
- 12) The Contractor shall provide monthly fuel consumption data to the Regional District.
- 13) The Contractor shall not dispose of any special waste or hazardous waste contrary to any laws or regulations of an applicable jurisdiction.
- 14) The Contractor shall maintain trucks, trailers and equipment to a standard that ensures continued reliability, so they are functional at all times.



15) During peak times and to provide redundancy in the event of breakdowns, a 3rd truck and operator may be required to haul loads.

Service Levels

Service level expectations and responsibilities:

Contractor

1. Truck arrives at CRTS 7 days a week
2. Truck hooks up first trailer in the staging area in preparation of scale opening at 7:15 a.m.
3. Weighs load.
4. Transports load to designated facility.
5. Unloads at designated facility as directed by site staff.
6. Immediately returns to CRTS.
7. Drops empty trailer in staging area.
8. Hooks up next load and the process is repeated until all full trailers are unloaded and empty trailers returned to CRTS.

RDN

1. Moves trailers within the CRTS facility (When applicable).
2. Loads trailers at the CRTS.
3. Moves trailers to staging area for pick up within the CRTS facility.

Volume

The following data represents the monthly tonnages of various materials hauled from CRTS with the

Monthly Tonnage January 1, 2022, to December 31, 2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
ORG	359	312	348	360	373	392	356	389	333	390	336	286	4,234
MSW	1,699	1,374	1,745	1,581	1,684	1,615	1,713	1,654	1,508	1,555	1,499	1,297	18,924
YW	51	96	144	259	245	277	247	121	142	186	192	98	2057
Total	2,109	1,781	2,237	2,199	2,302	2,284	2,316	2,164	1,983	2,132	2,027	1,681	25,215

Monthly Loads January 1, 2022, to December 31, 2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
ORG	16	18	19	20	21	22	20	22	17	20	18	18	231
MSW	67	58	70	63	69	69	74	76	69	66	63	55	799
YW	2	4	6	10	10	12	11	7	8	9	8	4	91
Total	85	80	95	93	100	103	105	105	94	95	89	77	1,121



corresponding number of loads per month in 2022.

Load counts and tonnages provided are for the purposes of preparing a bid and do not in any way constitute a guarantee for number of hauls in any given year or month. Number of loads and tonnages are dependent on customer volumes at the CRTS and will fluctuate over time. Tenderers are required to provide per load pricing and the pricing will be binding regardless of increases or decreases in numbers of loads or tonnages.

Resource Requirements

Tenderers must supply:

Operators:

The successful tenderer must demonstrate they have a pool of properly licensed and experienced operators available at all times in order to service this contract in a timely and efficient manner.

Trucks:

2016 model year or newer trucks that meets the 2016 standards for heavy duty diesel engine emissions. All diesel engines used by the successful Tenderer must be able to use ultra-low Sulphur fuel pursuant to the Canadian *Environmental Protection Act*, 1999, Sulphur in Diesel Fuel Regulations (SOR/2002-254).

Trailers:

- a) For hauling Municipal Solid Waste and Yard and Garden Waste the successful Tenderer must provide five (5) fifty-three (53) foot walking floor trailers equipped with a tarp system, a minimum holding capacity of twenty-five (25) tonnes and must not leak fluids during transport.
- b) For hauling co-mingled Organics and Yard and Garden Waste, the successful Tenderer must provide a leak-proof trailer with a rubber sealed, watertight door. It is the Contractor's sole responsibility to design, manufacture and supply an adequate quantity of trailers necessary to perform the work based on the constraints imposed at the pickup and delivery locations and anticipated volumes. The monthly tonnages provided below will increase up to 60% in the first year (Spring 2023) with introduction of Yard and Garden materials in the RDN's curbside collection services (40% increase 2024 and 20% increase 2025 ongoing). The trailer(s) for this haul must be able to accommodate the tonnage increases and contain all liquids generated from the food waste collection and loading process. The RDN has the following requirements for this trailer(s):
 - Must not leak any fluids during loading or transport.
 - Must have a minimum load capacity of twenty-five tonnes.
 - Set up for top loading process.
 - Tarping system installed and operational.
 - Meets loading and unloading height and widths at all facilities.

Unless otherwise indicated, the Contractor shall at his own expense, obtain all applicable permits, certificates and licences required by law for the conduct of the work and shall comply with all Federal, Provincial and Municipal Laws, Regulations, Codes and Ordinances affecting the execution of the work.



Hours of Operation

- a) Church Road Transfer Station, 860 Church Road, Parksville, B.C.

Monday – Sunday, 7:15 a.m. – 5:00 p.m.

- b) Regional District of Nanaimo Landfill, 1105 Cedar Road, Nanaimo, BC.

Monday – Saturday, 7:15 a.m. – 5:00 p.m. Sunday, 7:30am-5:00pm

- c) Circular Waste BC, 981 Maughan Road, Nanaimo, BC.

Monday – Friday, 8:00 a.m. – 4:30 p.m.

- d) All facilities will be closed on all British Columbia statutory holidays, Boxing Day and the National Day for Truth and Reconciliation

All work should be completed within 30 minutes of the closing times.



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CHURCH ROAD TRANSFER STATION (CRTS)
HAULING MUNICIPAL SOLID WASTE, ORGANICS AND YARD AND GARDEN WASTE
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Date: _____

Company: _____

Address: _____

Telephone: _____ Email: _____

To: Kevin Guizzetti, Superintendent Scale and Transfer Service
Email: kguizzetti@rdn.bc.ca

Having carefully examined all of the tender documents including all Addenda and having viewed the sites, we hereby offer to perform the Work set forth in the aforesaid documents for the Pricing. Prices include the Contractor's labour, material, vehicles, equipment, material costs, overhead and profit, all taxes, and duties, and shall represent the cost to the RDN of such charges excluding GST which shall be shown separately in the Total Tender Price.

PRICING

Year 1

Commodity	Loads	Load Rate	Commodity Total
Municipal Solid Waste	799		
Food Waste	231		
Yard Waste	91		
		Total Year 1 excluding GST	



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Year 2

Commodity	Loads	Load Rate	Commodity Total
Municipal Solid Waste	799		
Food Waste	231		
Yard Waste	91		
		Total Year 2 excluding GST	

Total Tender Price

Year 1 and Year 2: \$ _____

GST: \$ _____

Grand Total: \$ _____

The Contract is for a five (5) year term. Firm pricing is requested for contract years 1 & 2. Subsequent annual increases for contract years 3, 4, & 5 may be based on the BC All-Items CPI index subject to final negotiations and mutual written agreement between the parties. Year 3 increase will be based on the Year 2 rates. Year 4 increase based on Year 3 rates. Year 5 increase based on Year 4 rates

Any Service Fee increases may be adjusted an annual basis every July 1st beginning in Year 3 based on the percent change in the BC CPI for the past 12 months from December to December. The CPI referenced is the "All Items" index of BC as published by Statistics Canada (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>).



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RESOURCES

Operators:

Please advise how many properly licenced and experienced operators available for this contract:

Trucks

Make	
Model	
Year	
Vehicle Emissions	

Make	
Model	
Year	
Vehicle Emissions	

Make	
Model	
Year	
Vehicle Emissions	

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MSW & YW Walking Floor (5 required)

Make	
Model	
Year	
Capacities	
Unloading method	

Make	
Model	
Year	
Capacities	
Unloading method	

Make	
Model	
Year	
Capacities	
Unloading method	

Make	
Model	
Year	
Capacities	
Unloading method	



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Make	
Model	
Year	
Capacities	
Unloading method	

ORG Trailer(s)

Preference is for the provision of a trailer for hauling food waste that minimizes its length due to tipping height restrictions at the Circular Waste BC facility. The Tenderer shall include in its Tender bid full specifications of the trailer it intends to provide and this shall include maximum height of trailer when the box is fully lifted. Attach separate pages if necessary. Advise lead time.

Make	
Model	
Length	
Height	
Capacities	
Unloading method	

Make	
Model	
Year	
Capacities	
Unloading method	



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Trailer Lead Times

Please advise lead times for all trailers:

ACCEPTANCE

- .1 This Bid is open to acceptance for a period of sixty (60) days from the date of bid closing.
- .2 Submission of this Bid implies acceptance of the existing conditions at all sites.
- .3 We understand that the lowest or any Bid will not necessarily be accepted.
- .4 The RDN reserves the right to waive minor defects or irregularities in the bid.
- .5 The RDN does not pay fuel surcharges.

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)

AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this _____ day of _____, 2023.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the "**Regional District**")

OF THE FIRST PART

AND:

[NAME OF CONTRACTOR]

[address]
[address]

(the "**Contractor**")

OF THE SECOND PART

W H E R E A S:

- A. The RDN called for tenders for the provision of hauling services for [NAME OF PROJECT] (the "**Project**"), and the Contractor in reply submitted a tender dated [DATE]. A copy of the original Request for Tenders and any addendums are attached as Schedule "C" to this Agreement, and a copy of the Contractor's tender response is attached as Schedule "D" to this Agreement.
- B. The RDN has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the Regional District in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the Regional District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Regional District to the Contractor agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Services**" means the services to be provided by the Contractor, as described in Schedule "A" to this Agreement.

2.0 TERM

- 2.1 The term of this Agreement is for the period commencing * and terminating on * (the “**Term**”), subject to earlier termination as provided in section 7 of this Agreement.

3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

- 3.1 The Contractor must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with Schedule “A” to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment, vehicles, and materials to perform the work in a turnkey manner;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) provide and maintain at the Contractor’s expense any insurance that the Contractor is required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement. Without limiting the foregoing, the Contractor must provide and maintain at the Contractor’s expense any insurance specifically required in Schedule “B” to this Agreement. The Contractor must provide satisfactory proof of insurance coverage to the Regional District upon request;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (g) provide satisfactory proof of the Contractor’s WorkSafe BC coverage to the RDN upon request showing in good standing and remittance up to date;
- (h) not subcontract any of its obligations under this Agreement without the Regional District’s prior written consent;
- (i) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District’s prior written consent;
- (j) keep proper and accurate books of account and records in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized

representatives upon request;

- (k) comply with all laws applicable to the provision of the Services including all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the Regional District under this Agreement.

4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES

4.1 The Contractor represents and warrants to the Regional District that:

- (a) if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

5.0 FEES AND EXPENSES

- 5.1 In consideration for the provision of the Services, the Regional District shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts as set out in Schedule "D" to this Agreement, plus any Goods and Services Tax applicable.
- 5.2 The Contractor will be solely responsible for invoicing the RDN ensuring to include the RDN's Purchase Order number on all invoices to assure timely payment. All invoices are subject to prior review and approval by the RDN and approved invoices will be paid on a net 30 day basis unless otherwise negotiated and agreed to in writing. If the RDN does not approve of the services or part of them which are the subject of the invoice, the RDN shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the RDN before the RDN shall be obliged to pay the invoice or any part of it.
- 5.3 Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

6.0 INDEMNIFICATION

- 6.1 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.

7.0 TERMINATION

- 7.1 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 if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public, or RDN staff. 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, for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.
- 7.2 Either party may terminate this Agreement, without cause, at any time by giving not less than ninety (90) days' written notice to the other party. 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, for services properly performed.

8.0 CONFIDENTIALITY

- 8.1 The Contractor shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

9.0 NOTICE

- 9.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:
- (a) if hand delivered at the time of delivery;
 - (b) if delivered by email; and
 - (c) if mailed from any post office addressed as follows:

if to the RDN:

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
Attention:
Email:

if to the Contractor:

[Insert the Contractor's address for delivery here as well as email and fax contact information]

10.0 TIME

10.1 Time is of the essence of this Agreement.

11.0 BINDING EFFECT

11.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

12.0 SURVIVAL OF CERTAIN COVENANTS

12.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

13.0 RELATIONSHIP

13.1 The legal relationship between the Contractor and the Regional District is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Regional District to be that of employee and employer.

13.2 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.

14.0 NO ASSIGNMENT

14.1 The Contractor shall not assign its interest in this Agreement, or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the RDN, which may be withheld for any reason.

15.0 WAIVER

- 15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.0 ENTIRE AGREEMENT

- 16.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

17.0 LAW APPLICABLE

- 17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

18.0 AMENDMENT

- 18.1 This Agreement may not be modified or amended except by the mutual written agreement of the parties.

19.0 CONFLICT

- 19.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

20.0 VALIDITY

- 20.1 If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

21.0 HEADINGS

- 21.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

22.0 INTERPRETATION

- 22.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

23.0 TIME

- 23.1 Time is of the essence in this Agreement.

24.0 ENUREMENT

- 24.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

25.0 FORCE MAJEURE

- 25.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, pandemic, epidemic, governmental action, Act of Public Authority, Act of God or to any other cause beyond its control, except labour disruption. In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause. Should the Force Majeure event last longer than 30 calendar days, the RDN may terminate this Agreement immediately by written notice to the Contractor without further liability, expense, or cost of any kind.

26.0 MEDIATION

- 26.1 All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the Regional District and the Contractor be submitted to mediation to a single mediator appointed jointly by them.
- 26.2 No one shall be nominated to act as a mediator who is in any way financially interested in the conduct of the Project or in the business affairs of either the Regional District or the Contractor.
- 26.3 If the parties cannot agree on the choice of a mediator, each party shall select a nominee and the nominees shall jointly appoint a mediator.
- 26.4 The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

27.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 27.1 All documents submitted to the RDN become the property of the RDN and will be held in confidence by the RDN, subject to the provisions of the Province of British Columbia's Freedom of Information and Protection of Privacy Act.

28.0 COUNTERPART

- 28.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

Name: _____

SCHEDULE "A"

A.1 SERVICE SUMMARY

- [List all services to be provided by the Contractor, and include all necessary details as to where, when and how the services are to be performed]

SCHEDULE "B"

INSURANCE

1. The Contractor shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:

(a) Commercial General Liability and Property Damage \$5,000,000.00

The Regional District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.

(b) Automobile Third Party Liability Insurance
(owned and non-owned) \$5,000,000.00

(c) Pollution/Environmental Impairment Liability (EIL) Insurance
\$2,000,000.00 per occurrence/\$5,000,000.00 aggregate

In all policies of insurance required under this Agreement (except automobile insurance on vehicles owned by the Contractor)

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.

2. The Contractor shall provide to the Regional District at the commencement of the Term, and at any time during the Term upon request, a certificate or certificates of insurance as evidence that the insurance required under this Agreement is in force.
3. Maintenance of such insurance and the performance by the Contractor of its obligation under this clause shall not relieve the Contractor of liability under the indemnity provisions under the Agreement.

SCHEDULE “C”

Original Tender Document and Addenda

SCHEDULE “D”

Vendor Tender Response