



## **REQUEST FOR PROPOSALS No. 23-042**

### **Metal Hauling Services for the Regional Landfill & Church Road Transfer Station**

**ISSUED: June 02, 2023**

#### **CLOSING DATE AND TIME:**

Submissions must be received at the Closing Location on or before:  
**3:00 PM (15:00 hrs) Local Time on June 16, 2023**

#### **Regional District of Nanaimo (RDN) Contact for Questions:**

Kevin Guizzetti  
Regional District of Nanaimo  
Superintendent Scale & Transfer Service  
Email: [kguizzetti@rdn.bc.ca](mailto:kguizzetti@rdn.bc.ca)  
Phone: (250) 722-2044 ext. 3225

Proponents that are not familiar with the sites and materials are encouraged to visit both sites. Site visits can be arranged by contacting Kevin Guizzetti at the above noted email or telephone number.

Proposals will not be opened in public.



## **Instructions to Proponents**

### **Closing Date/Time/Location**

Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on June 16, 2023.

### **Submission Method:**

By Email: With "23-042 Metal Hauling and Recycling" as the subject line at this electronic address:

[kguizzetti@rdn.bc.ca](mailto: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.**

### **Amendment to Proposals**

Proposals may be amended in writing and sent via email to the identified RDN contact person or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

### **Addenda**

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN ([www.rdn.bc.ca/current-bid-opportunities](http://www.rdn.bc.ca/current-bid-opportunities)) and BC Bid ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP 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 amendments are included prior to submitting their final Proposal submission.

### **Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the identified RDN contact person on or before the closing.

### **Unsuccessful Vendors**

The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.



## 1. INTRODUCTION

The Regional District of Nanaimo (Regional District) is seeking proposals from qualified Proponents to provide two (2) 40-yard bins for the collection of metal at the Regional Landfill located at 1105 Cedar Road, Nanaimo, B.C. and three (3) 40-yard bins for the collection of Metal and ODS materials at the Church Road Transfer Station located at 860 Church Road in Parksville.

This contract is for a 5-year term and will commence on or around July 01, 2023 or as mutually agreed and end on June 30, 2028.

## 2. BACKGROUND

The Regional District's Landfill and Transfer Station accept Metal and Ozone Depleting Substances (ODS) at their respective locations. The Regional District is seeking a supplier that is willing to:

- supply empty 40-yard bins in a quantity enough to provide uninterrupted service;
- pickup full bins and haul to their processing facility for recycling;
- remove and dispose of Ozone Depleting Substances;
- provide a net credit to the Regional District on a monthly basis.

Tonnages for 2021, 2022 and up to the end of May 2023 for the Regional Landfill and Church Road Transfer Station are enclosed for reference to provide interested vendors with some idea of historical volumes throughout the last two (2) and a half years. The Regional District cannot guarantee any future volumes and is providing this data for informational purposes only.

Metal /Tin in Tonnes for the Regional landfill				Freon Metal in Tonnes for the Regional Landfill			
Month	RL 2021	RL 2022	RL 2023 YTD May	Month	RL 2021	RL 2022	RL 2023 YTD May
January	24	31	32	January	3	2	2
February	22	25	21	February	2	3	0
March	57	29	31	March	3	2	2
April	27	35	25	April	1	3	2
May	38	30	37	May	3	1	2
June	32	40		June	1	2	
July	41	31		July	2	1	
August	32	30		August	2	4	
September	34	37		September	1	2	
October	28	29		October	3	2	
November	25	23		November	1	5	
December	18	15		December	2	0	
Total	387	354	146	Total	23	26	7

Metal /Tin in Tonnes for the Transfer Station				Freon Metal in Tonnes for the Transfer Station			
Month	RL 2021	RL 2022	RL 2023 YTD May	Month	RL 2021	RL 2022	RL 2023 YTD May
January	39	32	38	January	4	4	3
February	29	35	26	February	2	4	2
March	42	44	40	March	4	4	1
April	44	38	38	April	3	1	4
May	38	51	55	May	3	2	3
June	40	49		June	6	4	
July	38	48		July	5	2	
August	52	49		August	1	2	
September	41	40		September	4	2	
October	39	46		October	1	1	
November	30	32		November	2	4	
December	29	22		December	1	1	
<b>Total</b>	<b>461</b>	<b>489</b>	<b>198</b>	<b>Total</b>	<b>36</b>	<b>32</b>	<b>13</b>

### 3. SCOPE OF SERVICES

The successful Contractor will be entirely responsible to carry out all work to supply, haul and return scrap metal bins and ODS removal from units for the Church Road Transfer Station (CRTS), 860 Church Road, Parksville, B.C. and the Regional District of Nanaimo Landfill (RL), 1105 Cedar Road, Nanaimo, B.C. including supply of all equipment, materials, supplies, labor and supervision necessary to complete the work, including but not limited to transportation of materials from the sites.

#### Regional Landfill Requirements

For the Regional Landfill, the successful Contractor will supply and haul two (2) 40-yard scrap metal bins. Both bins are picked up twice a week on Monday and Friday. During peak times, additional pickups are scheduled on an as needed basis.

The Regional Landfill has its own bin for ODS materials and will make its own transportation arrangements to drop off the materials at the successful vendor's facility as and when required. The successful vendor is to remove the ODS from fridges, freezers, and other Freon-containing units hauled by the RDN to their facility and provide a net credit to the RDN.



### **Church Road Transfer Station Requirements**

For the Church Road Transfer Station, the successful Contractor will supply and haul two (2) 40-yard scrap metals bins. Both bins are picked up twice a week on Mondays and Fridays. During peak times, additional pickups are scheduled on an as needed basis. The successful vendor will also supply one (1) 40-yard bin for ODS materials for fridges, freezers and other Freon-containing units. The Church Road Transfer Station will call when pick up for the ODS bin is required. The successful contractor will remove ODS from these units at their facility and provide a net credit to the RDN.

### **Revenue Remittance**

Revenue will be provided to the RDN Solid Waste Services monthly on or before the 15<sup>th</sup> of the month following. The revenue will be calculated based on the Contractor's internal monthly per tonne salvage rate times the total tonnage received. The total compensation paid will be net of all expenses.

The Contractor will provide the RDN, on or before the fifth day of each month, the per tonne rate used to calculate the total compensation for that month. The Contractor will provide a monthly written account for each location to the RDN for completed services and shall contain a written statement of account showing the calculation of all fees and expenses and net revenue.

Revenue will be calculated in the following manner;

### **Regional Landfill Remittance**

- 1) Tin/light iron from the Regional Landfill is based on the Contractor providing bins and trucking services for the scrap metal. There are to be no trucking charges or bin rental fees. Trucking is based on indicated service levels with "on call" services the same day/next day service guarantee.
- 2) ODS materials from the Regional Landfill is based on Regional District providing their own bin and trucking services for ODS materials to the successful vendor's facility. Pricing will be based on the internal Contractors Steel pricing less the unit Freon removal charge.

### **Church Road Transfer Station Remittance**

- 1) Tin/light iron from the Church Road Transfer Station is based on the Contractor providing bins and trucking services for the scrap metal. There are to be no trucking charges or bin rental fees. Trucking is based on indicated service levels with "on call" services the same day/next day service guarantee.
- 2) ODS materials from the Church Road Transfer Station is based on the Contractor providing bins and trucking services for the ODS materials. There are to be no trucking charges or bin rental fees. Trucking is based on "on call" services provide on the same day/next day service guarantee. Pricing will be based on the internal Contractors Steel pricing less the unit Freon removal charge.



Fluctuating market rates for scrap metal and variation in tonnes received by the Contractor from RDN facilities will vary month to month for the contract period. The contract is subject to positive revenue generation. Should revenue become negative the Regional District will pay reasonable costs to the contractor to offset the difference to get to a zero balance. Should revenue continue to be negative for two (2) consecutive months the parties may;

- a. Amend the contract by entering negotiations to set hauling and/bin rental fees on a fixed/variable basis for the balance on the contract or failing to reach an agreement;
- b. Either party may terminate the contract as per the termination clause in the contract.
- c. Continue to operate under the current agreement with the Regional District paying reasonable costs to the Contractor to offset the difference to get to a zero balance.

#### **4. PROPOSAL SUBMISSION AND EVALUATION**

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

Please include with your proposal:

- a) Brief Corporate background, history, and areas of expertise;
- b) Demonstrate your firm has ample resources to provide continuous service;
- c) Include current freon removal charge for ODS materials;
- d) Please describe your appliance processing methodology. The RDN will evaluate more favorably processes that adhere to MARR's processing standards.
- e) Fluctuating market rates for scrap metal and variation in tonnes received by the Contractor from RDN facilities will vary month to month for the contract period. Contractors should propose a standardized formula calculation that will be used on a monthly basis;
- f) For both the Regional Landfill and the Church Road Transfer Station, Contractors are to demonstrate how much net revenue their formula will generate by using 30 tonnes of tin/steel and 3 tonnes of ODS materials as the quantities for each location and their May 2023 per tonne rate to provide the estimated net revenue to the Regional District for each location.

Proposals will be evaluated on the following basis 20% Technical, 80% Financial.

Proposals submitted 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 Proposals in accordance with the criteria provided.

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

The selection committee may proceed with an award recommendation or the RDN may proceed to enter into negotiations with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal



agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

#### ***7. PROPOSED PURCHASE CONTRACT***

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider revisions to the form of Contract, including the scope of Services. Proponents 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 Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

#### ***8. GENERAL CONDITIONS***

##### ***8.1 No Contract***

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

##### ***8.2 Privilege Clause***

The highest rated or any proposal may not necessarily be accepted.

##### ***8.3 Acceptance and Rejection of Submissions***

This RFP 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 RFP, 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.

##### ***8.4 Conflict of Interest***

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

##### ***8.5 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 RFP, other than the RDN Contact named in this document.



#### ***8.6 Litigation Clause***

The RDN may, in its absolute discretion, reject a Proposal submitted 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:

- (a) any other contract for works or services; or
- (b) 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 Proposals.

In determining whether to reject a Proposal 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.

#### ***8.7 Exclusion of Liability***

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal 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 and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. 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 RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim. The Regional District makes no guarantee on any of the estimates or projections contained in this Tender and provide this data for information purposes only. Proponents are expected to conduct their own investigations and research of relevant information used to develop their proposals, including but not limited to local, provincial, and federal regulations; and all conditions related to the service provided. The Proponent has and shall make no claim against the Regional District as a result of estimates or projections used herein, statements, or interpretations of data made by Regional District staff or its agents and agrees that the Regional District does not owe it a duty of care in this regard.

#### ***8.8 Ownership of Proposals***

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

#### ***8.9 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.



**REGIONAL DISTRICT OF NANAIMO**  
**CONTRACTOR SERVICES AGREEMENT**  
**23-042 METAL HAULING SERVICES**

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. At the conclusion of the term, this agreement will continue on a month-to-month basis under the same pricing, terms and conditions until either party provides the other with thirty (30) days' written termination notice.

**3. Payment**

The Contractor will pay to the Regional District, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

#### **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 approved by the Regional District in advance and in writing, the Contractor will not assign or subcontract this Agreement or any portion thereof.

#### **6. Title and Ownership**

6.1 Title. The title and ownership of the scrap materials transfers to the Contractor when the bins have been loaded and the truck has exited the RDN facility. In the case of the ODS materials from the Regional Landfill, title, and ownership transfer to the Contractor after the materials have been unloaded at the Contractor's facility.

6.2 Ownership. All equipment owned, provided, and operated by the Contractor remains the property of the Contractor who will be responsible for ensuring it always remains in good repair.

#### **7. 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.

#### **8. 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.

#### **9. Insurance**

Comprehensive General Liability Insurance in an amount not less than five million dollars (\$5,000,000.00) 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 \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Contractor.

Any other insurance the Contractor determines necessary to protect their interests will be at their own cost.

## **10. 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 thirty (30) calendar days' notice of such termination.

Upon termination of the agreement, both parties will be released without penalty or further obligations other than any surviving obligations regarding, but not limited to outstanding payment and confidentiality.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. Governing Law**

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

## **16. 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.

## **17. Confidentiality**

**17.1** The Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of, relating to or arising out of the performance of the Services and this Contract (the “Confidential Information”) and will not disclose such Confidential Information.

Notwithstanding the preceding sentence, the Contractor may disclose the Confidential Information:

- (a) with the prior written consent of RDN;
- (b) in strict confidence to the Contractor’s professional advisors;
- (c) to Subcontractors who, in each case, need to know the applicable Confidential Information for the purposes of performing the Services; and
- (d) as otherwise required by law or permitted by this Contract.

The Contractor will require all Personnel and Subcontractors to enter into an agreement with the Contractor containing provisions in the same form as those found herein.

### **17.2 Exceptions to Confidentiality Obligations**

The obligations of confidentiality will not apply to:

- (a) information that is, or subsequently becomes, publicly available other than through a breach of this Contract or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;

- (b) information that the Contractor already possessed independently before commencing the Services;
- (c) information that is rightfully received from a third party without breach of any obligation of confidentiality by such third party; or
- (d) information which is independently developed without the use of the Confidential Information.

### **17.3 Collection or Use of Confidential Information**

Except with the prior written consent of the RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information for any purpose other than complying with the terms of this Contract or performing the Services. Without limiting the generality of the foregoing, except with the prior written consent of RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information to advance the commercial or other interests of the Contractor or any Subcontractor or any entity affiliated with the Contractor or any Subcontractor.

### **17.4 Privacy**

The Contractor acknowledges that the RDN is subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c. 165, as amended (“FOIPPA”), and accordingly, any documents, information and data submitted to RDN by the Contractor under this Contract, as well as any resultant studies, documents, information, and data received by the RDN may be disclosed under FOIPPA. The Contractor will not do or omit to do anything that causes the RDN to be not in compliance with FOIPPA.

### **17.5 Publicity**

The Contractor will not issue any press release or speak to the media about this Contract or the subject matter of this Contract without the prior written consent of the RDN, which consent may be unreasonably withheld. The Contractor will refer all media inquiries relating to the Services or the Contract to the RDN.

## **18. Hazardous Materials**

The Contractor is solely responsible and shall at his own expense, obtain all applicable permits, certificates and licenses 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.

## **19. Delay in Performance**

Neither the RDN nor the Contractor shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, pandemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Contractor under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance 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:**

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Printed Name, Title

---

Signature

### **For the Contractor, <Company Name>:**

---

Printed Name, Title

---

Signature

## **SCHEDULE 'A'**

### **REVENUE SCHEDULE**

#### **Revenue Remittance**

Revenue will be provided to the RDN Solid Waste Services monthly on or before the 15<sup>th</sup> of the month following. The revenue will be calculated based on the Contractor's internal monthly per tonne salvage rate times the total tonnage received. The total compensation paid will be net of all expenses.

The Contractor will provide the RDN, on or before the fifth day of each month, the per tonne rate used to calculate the total compensation for that month. The Contractor will provide a monthly written account for each location to the RDN for completed services and shall contain a written statement of account showing the calculation of all fees and expenses and net revenue.

Revenue will be calculated in the following manner;

#### **Regional Landfill Remittance**

- 1) Tin/light iron from the Regional Landfill is based on the Contractor providing bins and trucking services for the scrap metal. There are to be no trucking charges or bin rental fees. Trucking is based on indicated service levels with "on call" services the same day/next day service guarantee.
- 2) ODS materials from the Regional Landfill is based on Regional District providing their own bin and trucking services for ODS materials to the successful vendor's facility. Pricing will be based on the internal Contractors Steel pricing less the unit Freon removal charge.

#### **Church Road Transfer Station Remittance**

- 1) Tin/light iron from the Church Road Transfer Station is based on the Contractor providing bins and trucking services for the scrap metal. There are to be no trucking charges or bin rental fees. Trucking is based on indicated service levels with "on call" services the same day/next day service guarantee.
- 2) ODS materials from the Church Road Transfer Station is based on the Contractor providing bins and trucking services for the ODS materials. There are to be no trucking charges or bin rental fees. Trucking is based on "on call" services provide on the same day/next day service guarantee. Pricing will be based on the internal Contractors Steel pricing less the unit Freon removal charge.

Fluctuating market rates for scrap metal and variation in tonnes received by the Contractor from RDN facilities will vary month to month for the contract period. The contract is subject to positive revenue generation. Should revenue become negative the Regional District will pay reasonable costs to the contractor to offset the difference to get to a zero balance. Should revenue continue to be negative for two (2) consecutive months the parties may;

- a. Amend the contract by entering negotiations to set hauling and/bin rental fees on a fixed/variable basis for the balance on the contract or failing to reach an agreement;
- b. Either party may terminate the contract as per the termination clause in the contract.
- c. Continue to operate under the current agreement with the Regional District paying reasonable costs to the Contractor to offset the difference to get to a zero balance.

## **SCHEDULE 'B' SCOPE OF WORK**

The Contractor will be entirely responsible to carry out all work to supply, haul and return scrap metal bins and ODS removal from units for the Church Road Transfer Station (CRTS), 860 Church Road, Parksville, B.C. and the Regional District of Nanaimo Landfill (RL), 1105 Cedar Road, Nanaimo, B.C. including supply of all equipment, materials, supplies, labor and supervision necessary to complete the work, including but not limited to transportation of materials from the sites.

### **Regional Landfill Requirements**

For the Regional Landfill, the successful Contractor will supply and haul two (2) 40-yard scrap metal bins. Both bins are picked up twice a week on Mondays and Fridays. During peak times, additional pickups are scheduled on an as needed basis.

The Regional Landfill has its own bin for ODS materials and will make its own transportation arrangements to drop off the materials at the successful vendor's facility as and when required. The successful vendor is to remove the ODS from fridges, freezers, and other Freon-containing units hauled by the RDN to their facility and provide a net credit to the RDN.

### **Church Road Transfer Station Requirements**

For the Church Road Transfer Station, the successful Contractor will supply and haul two (2) 40-yard scrap metals bins. Both bins are picked up twice a week on Mondays and Fridays. During peak times, additional pickups are scheduled on an as needed basis. The successful vendor will also supply one (1) 40-yard bin for ODS materials for fridges, freezers, and other Freon-containing units. The Church Road Transfer Station will call when pick up for the ODS bin is required. The successful contractor will remove ODS from these units at their facility and provide a net credit to the RDN.