



**TOWN OF LAKE COWICHAN
REQUEST FOR PROPOSALS (RFP)
RECYCLABLES COLLECTION SERVICES**

Proposals will be received on or before 2:00 pm local time Friday, September 29, 2023 (“Closing Time and Date”).

The Town of Lake Cowichan (“Town”) requests Proposals from qualified experienced companies for the provision of **RECYCLABLES COLLECTION SERVICES**.

RFP documents may be obtained from the Town.

ADDENDA Proponents are required to check the Town’s website for any updated information and addenda before the closing date at the Town's website:
<http://www.lakecowichan.ca/rfo.php>

The Town reserves the right to accept or reject any or all proposals and will not be responsible for any costs incurred by Proponents in preparing a proposal. Proposals marked "Collection Services - RFP 2023-08-25 must be submitted digitally or in hard copy:

By email to:

rgill@lakecowichan.ca

Or by mail to:

Ronnie Gill, Director of Finance
Town of Lake Cowichan
P.O. Box 860
Lake Cowichan, BC. V0R 2G0

Date of Issue: June 21st, 2023

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this RFP is to select a qualified and experienced service provider to perform the collection and disposal of recyclables from single family residential dwellings, from multiple unit residential dwellings, and from various other specified commercial locations in Lake Cowichan. All services include the transport of all materials to approved processing facilities. The required scope of services is described in the draft Contract, attached to this RFP which includes services relating to collection of recyclables as described in **Attachment 1A – Collection Services** (the “**Services**”) and payment for the Collection Services will be determined in accordance terms with the terms herein described.

This RFP is intended to explore options that will result in a Contract between the Town and a service provider that will:

- (a) provide cost effective collection services that maximize overall collection system value and optimize capital, operation, and maintenance costs;
- (b) maintain a reliable and efficient collection service that results in a high degree of customer satisfaction;
- (c) minimize adverse environmental impacts associated with the performance of the services;
- (d) increase the diversion of materials away from traditional forms of disposal, in line with the Town’s target of 33% reduction;
- (e) create flexibility within the term of the contract to allow for the introduction of new services, at the request of the Town, or to revise or replace services as needed to respond to regionally or provincially mandated goals or requirements;
- (f) incorporate effective measures to ensure high levels of service performance; and
- (g) provide opportunities for innovation in the performance of the services.

1.2 Proposals for all Services

Proponents shall submit a Proposal to perform the Services as detailed in this RFP.

1.3 Current Service Provider

The current company providing the Town with collection services is Waste Connections Canada.

1.4 Definitions

In this RFP the following terms will have the meaning set out below:

- (a) “**Closing Date and Time**” has the meaning set out in Section 2.1;
- (b) “**Collection Services**” and “**Services**” has the meaning set out in Attachment 1A to this RFP;
- (c) “**Contract**” means a formal written contract between Town of Lake Cowichan and the successful Proponent selected to undertake the Collections Services, the preferred form of which is attached to this RFP
- (d) “**Performance Security and Labour & Materials Payment Security**” has the meaning set out in **Section 5.1** of the Contract;
- (e) “**Performance Security**” has the meaning set out in Section 3.5 of the Contract;
- (f) “**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Committee to enter into negotiations for a Contract;
- (g) “**Proponent**” means an entity that submits a Proposal;
- (h) “**Proposal**” means a proposal submitted in response to this RFP;
- (i) “**RFP**” means this Request for Proposals;
- (j) “**Subcontractor**” means any person, firm or corporation not contracting with or employed directly by the Town for doing any of the Work but contracting with and employed directly by the Contractor provided, however, the term Subcontractor does not include one who merely furnishes or supplies materials;
- (k) “**Town**” means the Town of Lake Cowichan;

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Date and Time for Proposal Delivery

Proposals must be received on or before the **Closing Date and Time**:

Time: 2.00 pm, local time

Date: Friday, September 29th, 2023.

2.2 Late Proposals

Proposals received after the Closing Date and Time shall not be accepted.

2.3 Amendments to Proposals

Proposals may be withdrawn or revised by written amendment sent to email at any time before the Closing Date and Time but not after.

2.4 Information on Town Website

The Town will post any information relating to this RFP on the Town's Website:

<http://www.lakecowichan.ca/rfo.php>

Proponents will be responsible for monitoring the Town's Website for such information, including addenda to this RFP, if any.

2.5 Non-Mandatory Information Meeting

The Town may hold an information meeting to discuss this RFP and the Collection Services and related matters (the “**Information Meeting**”). Attendance at the Information Meeting is not mandatory but Proponents that, for any reason, do not attend will be deemed to have received all of the information provided at the Information Meeting.

If the Town elects to hold an Information Meeting, the Town will post notice of the date, time, and location of the Information Meeting on the Town's Website.

2.6 Inquiries

Questions may be submitted in writing no later than 5 business days prior to the RFP Closing date quoting the RFP name and number by email to: rgill@lakecowichan.ca

If a change or additional information is warranted, the Town's response will be communicated by means of written Addenda that will be posted on the Town's Website prior to the closing date.

The Town shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all Proponents by issue of Addenda that will be posted on the Town Website and will be incorporated into and become part of the RFP.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the Town in writing by email to rgill@lakecowichan.ca

2.7 Addenda

If the Town determines that an amendment is required to this RFP, the Town will issue a written addendum that will be posted on the Town's Website and incorporated into and become part of the RFP. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent.

Proponents are required to check the Town Website for updated information and Addenda issued before the Closing Date at: <http://www.lakecowichan.ca/rfo.php>

Upon submitting a Proposal, Proponents are deemed to have received all Addenda posted on the Town's Website and deemed to have considered the information for inclusion in the Proposal submitted.

Should there be any discrepancy in the documentation provided, the Town's original file copy shall prevail.

2.8 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract, and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the scope or conditions relating to the Collection Services or the Contract or any expectations by the Town.

Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to this RFP.

2.9 Opening of Proposals

Proposals will not be opened in public.

2.10 Freedom of Information and Protection of Privacy Act

Proponents are advised that submissions are subject to the *Freedom of Information and Protection of Privacy Act* and contents may be disclosed if required to do so pursuant to the Act.

2.11 No Obligation

The Town reserves the right to, at any time, to reject all Proposals, and to terminate this RFP process.

2.12 Proponent's Expenses

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

2.13 No Claim

The Town and its representatives, agents, consultants, and advisors will not be liable to any Proponent for any claims or compensation, whether for costs, expenses, 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.

By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

2.14 Conflict of Interest

Proponents should disclose any potential conflicts of interest and existing business relationships they may have with the Town. The Town reserves the right to reject a Proposal from any Proponent that Lake Cowichan judges would be in a conflict of interest if the Proponent is awarded a Contract.

2.15 Solicitation of Council Members

Proponents and their agents will not contact any member of Town Council with respect to this RFP at any time prior to the award of a Contract or the termination of this RFP and the Town may, at its discretion, reject the Proposal of any Proponent that makes any such contact.

2.16 Confidentiality

All submissions become the property of the Town and will not be returned to the Proponent. All submissions will be held in confidence by the Town unless otherwise required by law.

The Town is bound by the *Freedom of Information and Protection of Privacy Act* of British Columbia and Proposals are subject to the disclosure requirements of the Act.

2.17 No Assignment

No Proponent may assign its Proposal or any rights in respect of the same to any other party. Such an assignment or purported assignment may invalidate the Proposal.

3. PROPOSAL FORM AND CONTENTS

3.1 Proposal Submission

Proposals shall include the Proponent's name, RFP number and name.

3.2 Form of Proposal

A Proposal should include Attachments 1 & 1A through 1E as follows:

- (a) Attachment 1 - Proposal Submission Form;
- (b) Attachment 1A – Proponent’s Experience, Reputation and Resources;
- (c) Attachment 1B – Proponent’s Customer Service Philosophy;
- (d) Attachment 1C – Proponent’s Technical Proposal;
- (e) Attachment 1D – Schedule of Quantity & Prices for Collection Services for each year; and for the purposes of completing this Proposal Submission Form,

3.3 Performance Security and Labour and Material Payment Security

Proponents must provide written evidence from its financial institution or Surety Company that upon award of the Contract the Performance and Labour and Material Payment Securities will be provided as required by the Contract in a form acceptable to the Town. The Town will disqualify a Proposal that is not accompanied by a confirmation of the securities.

3.4 Signature

Proposals shall be signed by a person authorized to sign on behalf of the Proponent and have the authority to bind the Proponent to statements made in the Proposal. If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included,

For the purpose of the Proposal submission, digital copies of original documents with signatures will be accepted. Original documents are required upon request by the Town.

4. EVALUATION AND SELECTION

4.1 Evaluation Committee

The evaluation of Proposals will be undertaken on behalf of the Town by an evaluation committee which may consist of one or more persons. The Evaluation Committee may consult with others including Town staff members, third party consultants and references, as the Evaluation Committee may in its discretion decide what is appropriate.

4.2 Evaluation Criteria

The Evaluation Committee will compare and evaluate all Proposals to determine each Proponent’s strength and ability to provide the Services in order to determine the Proposal or Proposals which provides best overall value to the Town, using the following criteria:

- (a) Experience, Reputation and Resources - The Proponent's experience, reputation, and resources as applicable to the performance of the Collection Services;
- (b) Customer Service - The Proponents customer service philosophy, sustainability initiatives and value-added offers for the performance of the Collection Services;
- (c) Technical - The Proponent's technical proposal for the performance of the Services as outlined in the Proponent's responses in Attachment 1C;
- (d) Financial - The Proponent's financial proposal for the performance of the Services as described in the Proponent's responses in Attachment 1D.

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors, or omissions in a Proponent's completed Attachments 1D, then the Town will be entitled to make obvious corrections, but only if, and to the extent that the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit price will be deemed to be correct, and a corresponding correction will be made to the extended total;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Negotiation of Contract and Award

The Town may, at its discretion, select a Preferred Proponent and enter into a Contract. If the Town selects a Preferred Proponent, then the Town may:

- (a) reserves the right, prior to contract award, to negotiate changes to the scope of services or to the contract documents (including pricing) with the Proponent or any one or more Proponents, proposing the “best value” without having any duty to advise any other Proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the contract documents; and the Town may enter into a changed or different contract with the Proponent proposing the “best value”, without liability to Proponents who are not awarded the contract.
- (d) the Town reserves the right to award all or part of the services described in this RFP.

ATTACHMENT 1



PROPOSAL SUBMISSION FORM

**Proposals will be received on or before 2:00 pm local time on
Friday, September 29th, 2023 (Refer to Addendum 1)
(Closing date and time)**

Instructions for Proposal Submission

Proposal submissions are to be submitted in writing to the address herein given.

For assistance, phone 250-549-6681.

Complete and return all Attachments of the Proposal Submission Form

Submitted by: _____
(Company name)

Authorized Signatory for Proponent

TO: Town of Lake Cowichan

P.O. Box 860, 39 South Shore Road, Lake Cowichan BC VOR 2G0

- 1) **I/We, the undersigned duly authorized representative of the Proponent**, having received and carefully reviewed the RFP and any addenda posted on the Town Website, and having fully informed ourselves as to the intent, difficulties, facilities, and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.
- 2) **I/We confirm that I/we** agree to all terms of the RFP, including without limitation Section 2.14 (No Claim).
- 3) **I/We confirm** that the following attachments are attached to and form a part of this Proposal:
 - Attachment 1A – Proponent’s Experience, Reputation and Resources; and
 - Attachment 1B –Customer Service Philosophy; and
 - Attachment 1C – Proponent’s Technical Proposal; and
 - Attachment 1D – Schedule of Quantities and Prices for November 1, 2023 to October 31, 2028 (refer to Addendum 1) Year Collection Services; and
 - Attachment 1E – Confirmation of Performance Security and Labour & Material Payment Security; and

Addenda - We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued	Date Received
1		
2		
3		
4		
5		
6		

4) **I/We confirm** that this proposal is accurate and true to the best of my/our knowledge.

I/We have the authority to bind the Proponent to statements made in this RFP.

Company Name	
Street Address	
Town, Province & Postal Code	
Tel No.	
Fax No.	
E-mail	
GST Registration No.	
WorkSafe BC Account No.	
Name and Title (please print)	
Authorized Signature:	
Date:	

For the purpose of the Proposal submission, digital copies of signed original documents will be accepted.

ATTACHMENT 1A - PROPONENT’S EXPERIENCE, REPUTATION AND RESOURCES

Proponents should provide responses to the following items. If a particular item is inapplicable or cannot be answered, the Proponent should clearly state why.

1) CORPORATE PROFILE

Provide a brief description of the Proponent’s current business.

Proponent		
1.1	Registered Business Name	
1.2	Operating Business Name	
1.3	Name of Principal Owner(s)	
1.4	Name of Principal Operator(s)	
1.5	Shareholder Information (Major Registrants)	
1.6	Number of Years in Business	
1.5	Description of Business	

2) KEY PERSONNEL

Identify the Proponent’s key personnel who will be responsible for the Services, together with a description of the responsibilities each will have in the performance of the Services.

Include a description of the relevant experience for each key member:

Proponent		
	Name, Title, Responsibilities and Experience	Email address and Phone Number
2.1		
2.2		
2.3		
2.4		

3) SUBCONTRACTORS

Identify Subcontractors, if any, the Proponent intends to use for the performance of any of the Services. At any time, the Town may require that Subcontractor(s) be approved by the Town prior to performing the Services. Include a description of the portion of the Collection Services proposed to be subcontracted and a description of the relevant experience of the Subcontractor, using a format similar to the following for each Subcontractor:

Subcontractors			
	Registered Business Name and Number of Years in Operation	Name of Principal Owner(s) Address and Contact Information	Description of Service and number of Years providing this service
3.1			
3.2			
3.3			
3.4			
3.5			

4) EQUIPMENT AND RESOURCES

Describe the Proponent’s equipment and resources available for the performance of the Services including any major equipment to be used to perform the Collection Services.

	Make / Model / Year	Type of Collection (Recycles)	Quantity	Size and Class of Truck / Number of Compartments and CapaTown	Crew Size	Equipment Owned / Leased
4.1						
4.2						
4.3						
4.4						
4.5						
4.6						
4.5						
4.8						
4.9						
4.10						
4.11						
4.12						
4.13						
4.14						

5) EXPERIENCE AND REFERENCES

Provide a summary of similar relevant contracts entered into by the Proponent in which the Proponent performed services comparable to the Collection Services, including the jurisdiction the contract was performed, the contract value, the date of performance, the type of material collected, the annual tonnage, the number and type of structures served and information regarding the average number of complaints (if known).

Proponents agree that by providing information below, the Town has permission to contact references provided.

Customer/Municipality Name	
Effective Start Date	
Approximate Value	
Description of Services	
Reference Contact	
Telephone / Email	

Customer/Municipality Name	
Effective Start Date	
Approximate Value	
Description of Services	
Reference Contact	
Telephone / Email	

Customer/Municipality Name	
Effective Start Date	
Approximate Value	
Description of Services	
Reference Contact	
Telephone / Email	

6) OPERATIONAL EXPERIENCE

Describe the following with respect to the Proponent's operational experience:

6.1	Experience with implementing changes to a collection system and/or transitioning and implementing a new collection contract	
6.2	Health and safety record, including the number, type of injury and duration of any absences of employees covered by a Worker's Compensation Board claim (list any Workers' Compensation Board investigations and the results thereof)	
6.3	Experience in providing special collection services after a major weather event, natural disaster or similar disruptive event, describing the magnitude of the disruption and extent of the Proponent's involvement	
6.4	Measures and equipment used to reduce collection noise impacts, especially during early morning and evening hours.	

7) REGULATORY COMPLIANCE

Summarize any litigation involving the Proponent or related entity (i.e. a parent or subsidiary company, a joint venture/partnership that the Proponent was part of, etc.) that has occurred within the past five years and is in any way connected to:

7.1	The Collection of recyclables	
7.2	Violations of Federal or Provincial laws or regulations	
7.3	Violations of Municipal bylaws	

8) TRACKING AND REPORTING

8.1	Briefly describe the Proponent’s experience with database management systems, including service route management systems, customer and financial management systems, hardware, software and quality control protocol.	
8.2	Briefly describe the Proponent’s experience with transmitting detailed account and service data to customers.	

ATTACHMENT 1B - CUSTOMER SERVICE PHILOSOPHY

Proponents should provide responses to the following items. If a particular item is inapplicable or cannot be answered, the Proponent should clearly state why.

CUSTOMER SERVICE		
1)	Provide information that describes the commitment and philosophy to customer service for the performance of the Services	
2)	Provide examples of effective service monitoring and actions the Proponent has taken to resolve problems	
3)	What has been the Proponent’s average daily complaint rate per 1000 collections and average repeat complaint rate per 10,000 collections (including missed collections?)	
4)	What type of training is provided to staff to avoid disputes between collection personnel and the public?	
5)	What disciplinary procedures does the Proponent follow if collection personnel are found to be rude or abusive towards the public?	

ATTACHMENT 1C - PROPONENT’S TECHNICAL PROPOSAL

Proponents should provide responses to the following items. If a particular item is inapplicable or cannot be answered, the Proponent should clearly state why.

1) GENERAL TECHNICAL PERFORMANCE

1.1 Provide a brief description of the Proponent's understanding of the Town’s requirements for the performance of the Services.

1.2 Provide a description of the general approach and methodology that the Proponent would take in performing and managing the Services.

1.3 **CONTRACT AMENDMENTS:** Provide any suggested amendments or variations to the Services as described in the draft Contract (such as; changes in the scope of Services, or changes in allocated risks and responsibilities) that would benefit the Town in terms of value for money, cost savings, environmental benefits or other benefits, together with a description of the resulting change in the Contract price and the method used to calculate the change (use the following format to suggest amendments):

Section of the Draft Contract	Requested Change	Reason for Change	Proposed New Wording

2) COLLECTIONS

2.1 Describe the type of equipment and systems the Proponent proposes to use on the collection trucks with regards to the type of information that would be generated by the required GPS tracking system.

2.2 Describe the proposed procedure for collecting Recyclables with respect to the collection options described in Attachment 1A-Collection Services.

2.3 Describe how the Proponent will prevent any prohibited, banned or otherwise unacceptable materials from being collected.

2.4 Describe the Proponent’s plans for ensuring additional collection trucks and personnel will be available to address any emergency situations or upset conditions.

2.5 After a major weather event, natural disaster or other similar disruptive event, the Town may wish that Collection Services are performed on a Saturday or Sunday. Discuss any limitations the Proponent may have for providing services outside of the regular collection schedule.

3) TRAINING AND SAFETY

3.1 Describe the Proponent’s safety and services training program for staff, including the minimum training and experience requirements for collection personnel.

3.2 Describe the measures the Proponent would take to ensure any Subcontractor(s) and their employees adhere to the Proponent’s safety and services training program standards.

4) QUALITY CONTROL

4.1 Provide a description of the management approaches that will be used to track and improve the quality of service. What management tools will be used to address collection performance?

4.2 Describe the measures the Proponent would take to ensure that the missed collection performance requirements described in this RFP would be met.

5) IMPLEMENTATION

5.1 Describe the approach and steps the Proponent would take to create a smooth transition of responsibility from the current service provider, so as to minimize any disruption in service during the transition.

6) DATA MANAGEMENT AND DATA TRANSFER

6.1 Describe the proposed communication and service management systems, including hardware, software and protocol that will be used to communicate with trucks during the collection and with the Town's billing system, if applicable.

6.2 Describe the level of integration, if any, the Proponent proposes to have between the Proponent's systems and the Town's maintenance management software system (Temple), if applicable.

**ATTACHMENT 1D – SCHEDULE OF QUANTITIES AND PRICES FOR
November 1, 2023 TO October 31, 2028 (Refer to Addendum 1)
PERIOD COLLECTION SERVICES**

(Prices are to exclude taxes which would be added to the invoice and shown separately)

Explanatory Notes:

*** Monthly Unit Prices Requested, unless otherwise specified**

(Annual amounts will be calculated based on: Estimated quantities for the Unit of Measure multiplied by the Monthly Unit Price multiplied by the 12 months)

Bi-Weekly means: Recyclables are collected every other week

Curbside means: Curbside Service as described in Attachment 1A

Centralized means: Centralized Service as described in Attachment 1A

1. Manual Collection Services – Single Family Dwellings for Recyclable (SFD)

Collection Method and Frequency	Unit of Measure	Estimated Quantity for 2023	Monthly Unit Price	
1.1 Bi-Weekly – Recyclable	Per SFD	1441	\$	

Attach separate sheets for subsequent years.

2. Collection Services – Multi-Unit Residential Dwellings (MURD) and Commercial

2.1 <u>Manual Collection Method:</u> (and using single stream collection for recyclables)			Monthly Unit Price(excludes taxes):		
Bi-weekly Recyclables:					
2.1.a Curbside for residential:	Per MURD	10			
2.1.b Curbside for commercial:	Per Commercial location	14		NIL	

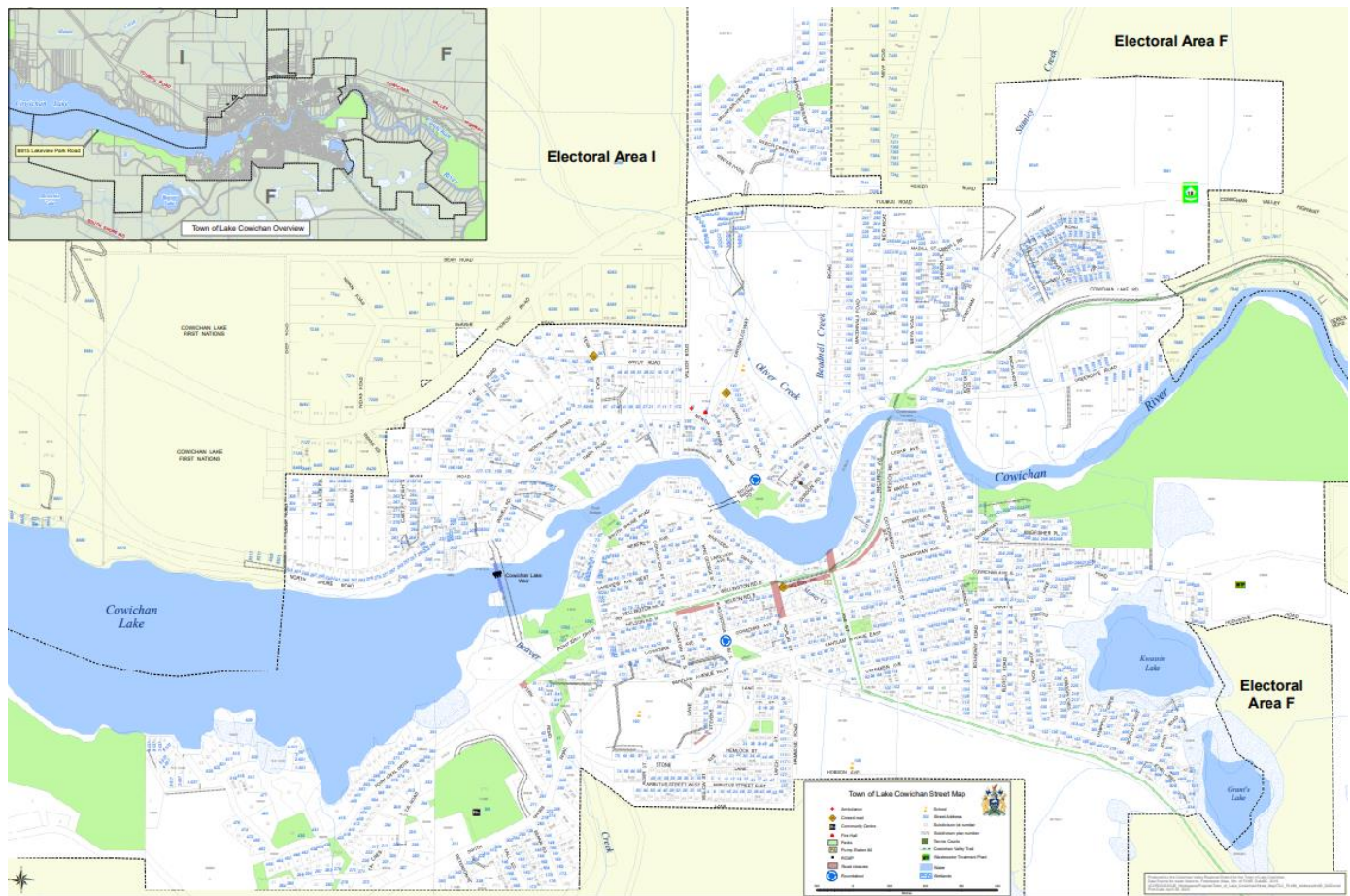
Attach separate sheets for subsequent years and identify charges for use of contractor owned bins if not included above.

ATTACHMENT 1E - CONFIRMATION OF PERFORMANCE SECURITY AND LABOUR & MATERIAL PAYMENT SECURITY

(Include confirmation of Letter of Credit or Performance Bond as part of the Proposal Submission)

Proponent must provide written evidence from its financial institution or Surety Company that upon award of the Contract the Performance and Labour and Material Payment Securities either in the form of a Letter of Credit or a Performance Bond will be provided as required by item 5.10 of the Contract. The Town may disqualify a Proposal that is not accompanied by a confirmation of the securities.

APPENDIX 1
COLLECTION AREA ZONE MAP



Map current as of January 2021.

CONTRACT

RECYCLABLES COLLECTION SERVICES
THE TOWN OF LAKE COWICHAN
and

November 1, 2023 to October 31, 2028

**TOWN OF LAKE COWICHAN
COLLECTION AGREEMENT
CONTRACT TLCR-2023-08-11
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TOWN OF LAKE COWICHAN
COLLECTION CONTRACT AGREEMENT

THIS AGREEMENT signed this _____ day of _____, 2023

THIS AGREEMENT effective the 1st day of November 1, 2023

BETWEEN:

Contractor Name

Contractor Address

Contractor Town/Town and Postal Code

(herein called the "Contractor")

OF THE FIRST PART

AND:

TOWN OF LAKE COWICHAN

P.O. Box 860, 39 South Shore Road

Lake Cowichan, BC V0R 2G0

(herein called the "Town")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. The Town desires that the Contractor collect Contract Recyclables from residences and businesses within the boundaries of specified areas of the Town of Lake Cowichan.
- B. The Contractor by agreement has indicated approval to provide the services referred to in paragraph A and the Town, by Resolution dated _____, has approved the current contract for a 5-year term.

NOW THEREFORE in consideration of the premises and mutual covenants and agreements herein contained and agreeing to be legally bound thereby the Town and the Contractor hereby covenant and agree as follows:

ARTICLE 1 - THE AGREEMENT

1.1 Purpose

The Contractor shall provide all materials, supervision, labour, equipment and all else necessary for, or incidental to, the proper execution of the Work except where specifically provided otherwise, including, without limiting the generality of the foregoing, the supply of all materials, plant, labour and services for the collection of Contract Recyclables and/or Organics from Eligible Residences and small businesses within the boundaries of the Town Collection Area.

1.2 Co-operation

The Town and the Contractor shall co-operate and use their best efforts to ensure the most expeditious implementation of the provisions of this agreement and shall in good faith undertake to resolve any disputes that may arise between them in an equitable and timely manner and in accordance with the provisions hereof.

1.3 Contract Appendices

The following appendices are attached to and form part of this agreement:

- Appendix 1 - Schedule of Prices;
- Appendix 2 - Letter of Credit;
- Appendix 3 - Banned Materials;
- Appendix 4 - Certificate of Insurance; and
- Appendix 5 - WorkSafe Clearance.

1.4 Term

The term of this agreement shall be from November 1st, 2023 to October 31st, 2028. Refer to Addendum 1.

1.5 Contractor's Examination

The Contractor acknowledges that it has by careful examination satisfied itself as to the nature of the work, the type and amount of equipment and facilities required to carry out the work and the local conditions affecting the work and does not rely upon any information or representations made by the Town.

1.6 No Guarantee

The Town does not guarantee or warrant the volume of Contract Recyclables that the Contractor will pick up or be able to pick up during the term, and the Contractor acknowledges that it does not rely upon the accuracy of any information provided by the Town regarding volumes.

ARTICLE 2 - DEFINITIONS

2.0 Defined Words and Expressions

In this agreement the words and expressions set out below shall have the following meanings unless the context requires otherwise:

Banned Materials means all materials that have been banned by the Cowichan Valley Regional District from disposal at the Approved Disposal Sites;

Changes in the Work means additions, deletions or other revisions to the Work within the general scope of this agreement and includes, without restricting the generality of the foregoing, changes in the Collection Area, changes in Curbside Collection, changes in the type of collection and the time for pick-up (including increases or decreases to the frequency of Curbside Collection), changes in the Contractor's records and reporting requirements and changes in the source of Contract Recyclables to be collected;

Collection Area means those lands within the Town of Lake Cowichan;

Collection Vehicles means the vehicles described in Article 8.2;

Collection Year means the time period from November 1 to October 31 (Refer to Addendum 1);

Commencement Date means November 1st, 2023 (refer to Addendum 1) or such later date as the Town may specify in writing.

Contract Recyclables means Recyclables collected from Eligible Residences and Small Businesses and bins within the Collection Area.

Contractor means

Curb side Collection means the pick-up of clearly identified recycling receptacles placed on streets or roads adjacent to Eligible Residences or Small Businesses, and includes the retrieval of all debris, which are dropped or blown about by the wind including any debris or liquid which falls from a Collection Vehicle.

Eligible Residences means a single family detached dwelling; each dwelling unit of a duplex, triplex, quadraplex, townhouse, or row house development; a Manufactured Home, but does not include an apartment building containing more than four (4) dwelling units, a hotel, motel, resort or marina, or any commercial property, seasonal campsite, or a Manufactured Home situated within a Manufactured Home park that has commercial garbage collection containers.

Holiday means New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day or any other day proclaimed by the Parliament of Canada or the Legislature of British Columbia as a public holiday.

Manufactured Home means any structure, whether ordinarily equipped with wheels or not, that is designed, constructed or manufactured to be moved from one place to another by being towed or carried, and which is used as a dwelling.

Recyclable Material means all newspaper, and metal food and beverage containers, aluminium foil, mixed waste paper, plastic material, old corrugated cardboard each of which is defined below:

Newspaper means ground wood paper;

Metal containers means any food or beverage container made of aluminium or tin-plated steel;

Aluminium foil means all cleaned aluminium containers such as pie plates, tart containers, TV dinner trays and household aluminium foil; excluding tubes, laminated products such as cigarette foil and snack food bags;

Mixed waste paper means combined recyclable paper products such as: boxboard, computer paper, envelopes, flyers, junk mail, paper cartons, paper shopping bags, ledger papers, telephone directories, magazines and other clean pulpable paper products.

Plastic Material means an item made of any of numerous organic synthetics or processed materials that are mostly thermoplastic or thermosetting polymers of high molecular weight and made into objects, films, or filaments either marked with a Society of Plastic Industries (SPI) code #1, #2, #3, #4, #5, #6, #5 or unmarked.

This includes film plastics and plastic wrap, as well as plastic sheets. It does not include Styrofoam or polystyrene items or items that have contained hazardous products.

Old corrugated cardboard means fibrous corrugated containers that do not have contaminants such as plastic or waxed coatings, or absorbed contaminants such as grease or food.

Recycling Container means the multi-material recycling containers provided by the Town or such receptacles clearly marked for materials meant for recycling.

Service Fee means the service fee referred to in Article 3.1.

Small Business means those businesses putting out recycling material in approved recycling containers.

Subcontractor means any person, firm or corporation not contracting with or employed directly by the Town for doing any of the Work but contracting with and employed directly by the Contractor provided, however, the term Subcontractor does not include one who merely furnishes or supplies materials. The Town must approve the use of a Subcontractor for any part of the Work.

Superintendent means the Superintendent, Public Works and Engineering Services or such other representative as may, from time to time, be duly authorized and appointed in writing by the Town.

Term means the term of the agreement being November 1st, 2023 to October 31st, 2028. (Refer to Addendum 1).

Town means the Town of Lake Cowichan.

Work means the:

- (a) every-other-week Curb side Collection of Contract Recyclables.
- (b) accurately reporting all program data;
- (c) maintenance of an office or agent for program management and customer service within the local calling area; and
- (d) participation in a public education and awareness campaign.

ARTICLE 3 - SERVICE FEE

3.1 Service Fees

The Town shall pay the Contractor Service Fees in accordance with Appendix 1. The Service Fees shall not be escalated during the term of this Contract unless prior authorized by the Town.

3.2 Billing and Payment of the Service Fees:

3.2.1 The number of Eligible Residences and bins may be re-established from time to time to reflect the actual number of households and/or bins.

3.2.2 On the last day of each month (or nearest working day) during the Term, the Contractor shall provide an invoice to the Town, based on the estimated number of Eligible Residences and small businesses and bins as described in 3.2.1, multiplied by the per unit charge in Appendix 1. Goods and Services Tax shall be applied as required.

3.2.3 The Town shall pay the Contractor the invoiced amount (subject to other adjustments) within 15 working days of receipt.

3.3 Deductions

The Town may deduct from the Service Fees, which is otherwise payable, any sums owing to the Town by the Contractor under the provisions of this agreement.

3.4 The Payment of Other Amounts

The Town shall pay all other amounts due to the Contractor under this agreement that are not included in the Service Fees but have received the explicit approval of the Town within 30 days of receipt of an invoice from the Contractor.

ARTICLE 4 - TOWN OBLIGATIONS

4.1 Payment of Service Fees:

The Town shall pay the Service Fees as described in 3.2.

4.2 Notice by Town

The Town shall, by means determined at its discretion, advise owners and occupiers of Eligible Residences from which Contract Recyclables are to be collected of the following:

- (a) The Contractor is to be responsible for Curb side Collection of Contract Recyclables;
- (b) The Contractor shall not be obligated to collect materials from Eligible Residences and small businesses unless Recycling Bags or Toters are placed on the edge of the street or road side adjacent to the Eligible Residences and small business by the owner or occupier prior to the collection time.

4.3 Laws and Bylaws

- 4.3.1 The Contractor shall comply with all federal, provincial and local laws, regulations and bylaws that in any way may affect the execution of the Work.
- 4.3.2 Without limiting the generality of the foregoing, the Contractor shall give all required notices and comply with all laws, regulations, codes, notices and orders of all federal, provincial and local authorities having jurisdiction with respect to the Work, the lands of the Town, the preservation of public health and the protection of the environment.

4.4 Payment Withheld

The Town may withhold or nullify, on written notice to the Contractor specifying the ground or grounds relied on, the whole or part of any monthly payment to the Contractor to the extent necessary to protect itself from loss on account of one or more of the following:

- (a) that the Contractor has failed to perform the Work in accordance with this agreement;
- (b) that the Contractor has failed to process and successfully market Contract Recyclables;
- (c) that the Contractor is failing to make prompt payments as they become due to the Subcontractors or for material or labour;
- (d) that there exist unsatisfied claims for damages caused by the Contractor;

ARTICLE 5 - CONTRACTOR'S OBLIGATIONS

5.1 Performance of Work

The Contractor acknowledges and agrees that the Work is required to be provided on a consistent basis during the Term of this agreement without interruption. The Contractor

shall perform the Work at his sole expense and make such arrangements as may be necessary to perform in accordance with this agreement in the event of labour disputes, mechanical breakdown or any other reason whatsoever whereby the Contractor is unable to directly fulfil his obligations under this agreement. In no event shall the Town be responsible for any payments to the Contractor on his behalf other than those set out in Article 3.

5.2 Obtain Permits

The Contractor shall, at his expense, procure and maintain all necessary permits, certificates and licences required by law for the performance of his obligations under this agreement and shall comply with all federal, provincial, local government enactments, municipal and town laws and regulations affecting the performance of his obligations.

5.3 Pay Employees

The Contractor shall, at his expense, pay any and all benefits, charges and expenses relating to his employees and staff, including, without restricting the generality of the foregoing, Workers' Compensation assessments, Unemployment Insurance premiums, Canada Pension Plan payments, and holiday pay. The Contractor shall pay all Subcontractors.

5.4 Supervision

The Contractor shall at all times provide competent supervision to his employees and any Subcontractors performing obligations of the Contractor under this agreement. All individuals involved in performing the Contractor's obligations must have sufficient knowledge, skill and experience to perform the tasks required of them. Any person employed in the performance of the Contractor's obligations who, in the opinion of the Town, does not perform his work in a proper manner or who appears to be incompetent or acts in a disorderly or intemperate manner shall, at the written request of the Town, no longer be employed in the performance of the Contractor's obligations. The Contractor, his employees, agents and Subcontractors, shall perform the Contractor's obligations under this agreement with courtesy to the public, maintaining cleanliness and protecting and respecting private property, including garbage containers and Recycling Bags.

5.5 Delivery of Collected Materials

The Contractor shall ensure that the processing of Contract Recyclables is carried out at a legitimate recycling facility.

5.6 Purchase of Equipment

- (a) The Contractor will be responsible for the purchasing or supply of all Collection Vehicles.
- (b) All Collection Vehicles used in conducting the work required by this agreement shall be subject to the approval of the Town, but approval or failure to approve Collection Vehicles shall not relieve the Contractor from responsibility of liability for proper performance of the work.

5.5 Delays in Work

If the Contractor is delayed in the progress of the Work by any act or neglect of the Town or the Superintendent or by strikes, lockouts, fire, unusual weather conditions or act of God, the Contractor shall, within 24 hours, give written notice to the Town of the delay and estimate its probable duration. The Town may, in its absolute discretion, agree upon an extension of time for the performance of this agreement by the Contractor.

5.8 Mobilization

The Contractor shall be responsible for mobilizing all equipment, labour and material prior to November 1st, 2023, in accordance with an approved schedule.

5.9 Demobilization

The Contractor shall be responsible for demobilization of all equipment and personnel upon termination of this agreement. Demobilization shall be according to a schedule prepared by the Contractor and submitted to the Town at least two (2) months prior to the termination of this agreement and approved in writing by the Superintendent. The Contractor shall co-operate with the successor contractor to ensure a smooth transition between contractors.

5.10 Guarantee of Performance

- 5.10.1 The Contractor shall provide to the Town an Irrevocable Letter of Credit or a Performance Bond in a form acceptable to the Town as security for the performance of the obligations of the Contractor under this agreement.
- 5.10.2 If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this agreement, the Town, after five (5) day's written notice to the Contractor, may without prejudice to any other remedy it may have, make good

such deficiency and may:

- (a) deduct the cost thereof from the payment then or thereafter due the Contractor, or
- (b) claim the cost from the Irrevocable Letter of Credit or Performance Bond referred to in Article 5.10.1.

5.11 Local Superintendent

The Contractor shall ensure that a local superintendent with decision-making authority is available during the Term and shall provide the name, address and telephone number of such person to the Town.

5.12 Contractor's Errors

The Contractor at his expense must remedy changes, errors or mistakes by the Contractor or his agents, workers or employees.

5.13 Omissions

Anything that may be imperfectly specified in this Contract must be taken, considered and done by the Contractor as if it were specified correctly.

ARTICLE 6 - INSURANCE

6.1 General Liability Insurance

The Contractor shall provide and maintain, while this agreement is in force, either by way of a separate policy of insurance or by an endorsement to an existing insurance coverage, comprehensive general liability insurance with terms and conditions acceptable to the Town and subject to the limits of not less than THREE MILLION (\$3,000,000.00) DOLLARS per occurrence for bodily injury, death and damage to property, including loss of use thereof, or such higher amount as may be reasonably required by the Town from time to time. The aforesaid insurance shall be in the joint names of the Contractor and the Town and shall cover as unnamed insureds any and all permitted Subcontractors and anyone employed directly or indirectly by the Contractor or his permitted Subcontractors to perform a part or parts of the obligations of the Contractor hereunder.

6.2 Vehicle Insurance

The Contractor shall provide and maintain while this agreement is in force liability insurance with terms and conditions acceptable to the Town on all vehicles used by the

Contractor in connection with performance by the Contractor of his obligations under the terms and conditions of this agreement, such aforesaid liability insurance to be not less than THREE MILLION (\$3,000,000.00) DOLLARS per occurrence for bodily injury, death and damage to property, including loss of use thereof or such higher amounts as may be required by the Town from time to time.

6.3 Proof of Insurance

The Contractor shall provide a copy of a certificate of insurance as proof of any insurance that it is required to maintain under this agreement to the Town from time to time as required by the Town. All insurance policies shall contain an endorsement requiring that the Town be given at least thirty (30) days written notice of any changes, amendments or cancellations.

6.4 Payment by Town

In the event the Contractor does not maintain in force the insurance coverage required under Article 6.1 and 6.2, the Town may obtain and pay for such coverage and deduct such payment from any Service Fee owing to the Contractor by the Town.

6.5 Indemnity

The Contractor shall indemnify and save the Town and its elected and appointed officers and employees harmless from and against any and all losses, claims, demand, suits, actions, recoveries and judgements of every nature and description brought or recovered against the Contractor and/or the Town by reason of any act or omission or alleged act or omission of the Contractor, his agents, employees or Subcontractors in the performance of the Contractor's obligations hereunder.

6.6 Liens

The Contractor shall indemnify the Town and its elected and appointed officers and employees from and against all claims of lien that may be made or filed against property of the Town or a third party by reason of an act or omission or alleged act or omission of the Contractor and shall immediately cause any such liens to be discharged at the Contractor's expense.

ARTICLE 7 - COLLECTION

7.1 Collection Times

Curb side Collection shall begin at 8:00 a.m. and is to be complete by 6:00 p.m. on a designated collection day. Collection shall be performed in a consistent route sequence each week to ensure that collection times do not vary excessively.

7.2 Schedule

The Superintendent shall approve the detailed collection routes and schedules. Curb side Collection will during the weekly period of Tuesday through Saturday except Statutory holidays. The contractor shall provide curb side collection for the affected routes on the next regular collection day following the statutory holiday before resuming the same 'fixed day' schedule.

7.3 Delivery of Schedules

The Town shall provide and deliver to each Eligible Residence an annual schedule, route details and dates including any changes regarding Curb side Collection. One week's notice shall be given to the Superintendent and Eligible Residences prior to any route changes. Revised schedules shall be issued to all affected Eligible Residences prior to implementation.

7.4 Weather and Street Maintenance

The Contractor shall provide Curb side Collection under all weather conditions, save and except floods, exceptionally heavy snowfalls, or conditions amounting to an Act of God which prevents collection. Even in such exceptional cases, areas or parts of areas in which collection can be made shall be serviced.

Service shall be discontinued only with the permission of the Superintendent and shall be resumed as quickly as possible, or as stipulated by him.

The Town shall not be responsible for towing charges or damage to Collection Vehicles occasioned by the condition of streets or lanes within the Town.

7.5 Disposition of Collected Materials

Haulage costs to the Contractor's chosen recycling facility will be at the Contractor's expense. Contract Recyclables shall be processed and marketed by the Contractor. The Contractor shall retain all revenues and pay all costs associated with Contract Recyclables. The land filling or incineration of collected Contract Recyclables is prohibited without the written consent of the Town.

ARTICLE 8 - FACILITIES AND EQUIPMENT

8.1 Collection Vehicles

8.1.1 The Contractor shall provide Collection Vehicles which:

- (a) have fully enclosed metal bodies mounted on a truck chassis of sufficient capability and strength to load and unload all recyclables or approved equal;
- (b) comply with all federal, provincial and municipal government requirements;
- (c) are properly constructed and maintained to eliminate the depositing of material (including liquids and oils) onto the streets;
- (d) are properly signed and painted which shall include the name of the Contractor and the “mobius loop” - universal recycling symbol, and the consecutive numbering of each vehicle with one hundred fifty (150mm) millimetre numbers on front, rear and both side panels.

8.1.2 The Contractor shall at all times provide, maintain and operate a sufficient number of Collection Vehicles, as approved by the Superintendent, to properly maintain the level of service specified in this agreement.

8.1.3 The Contractor shall be responsible for maintenance, repairs and all other operating costs or requirements of Collection Vehicles, including fuel, licensing, insurance, regular washing, storage, repairs and paint.

8.1.4 The Contractor shall keep all Collection Vehicles clean at all times.

8.1.5 The Contractor shall be prohibited from displaying any advertising matter whatsoever on any of the Collection Vehicles except as the Town may require from time to time.

ARTICLE 9 - PERSONNEL

9.1 Contractor's Staff

9.1.1 The Contractor shall employ properly qualified and trained equipment operators, labourers and supervisory staff for the operation of the Contract Recyclables program and shall make available a sufficient number of equipment operators and labourers to complete the performance of the Work.

9.2 Employees

All employees of the Contractor shall have proper identification in their possession when performing duties related to the Contract, demonstrating that they are carrying out their duties under this agreement and representing the Town's Curb side Collection program.

9.3 Pick-up, Public Information and Complaints Line

The Contractor, in conjunction with the Town, shall designate a local telephone number for customer service inquiries. This telephone number shall be (250) _____. The rights to the use of this telephone number shall be vested with the Town and shall succeed the term of this agreement. During the term of this Agreement, the Contractor shall use the number as his primary customer service telephone number and shall pay all associated costs for that telephone service.

The number shall be printed on all Recycling Bags and information materials. At the termination of this Agreement, the Contractor shall assign the telephone number to the successive contractor and/or the Town.

9.3.1 The Contractor shall have knowledgeable staff whose duties shall include receiving telephone calls, during normal working hours.

9.3.2 Complaints shall be logged separately, and copies sent to the Town on a monthly basis or as required by the Superintendent.

9.3.3 All calls relating to missed pick-ups shall be logged in by the Contractor and such logs shall be available immediately upon request for inspection by the Town.

ARTICLE 10 - CONTRACTOR'S RECORDS AND REPORTING

10.1 Weighing

All Contract Recyclables shall be weighed at a certified scale approved by the Town. The Contractor shall collate weights by date and route and provide a monthly summary to the Town.

10.2 Contractor's Records

The Contractor shall maintain his books and records relating to the performance of this agreement in accordance with the following minimum requirements:

- (a) The Contractor shall maintain any or all ledgers, books of accounts, invoices, vouchers and cancelled cheques, as well as all other records and documents evidencing or relating to the charges for services, expenditures or disbursements borne by the Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to this agreement.

- (b) The Contractor shall maintain all documents or records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this agreement.
- (c) Any records or documents required to be maintained pursuant to this agreement shall be made available for inspection or audit, at any time, during the regular business hours, on written request by the Superintendent. Copies of such documents shall be provided to the Superintendent for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records, shall be available at the Contractor's address indicated for receipt of notices in this agreement. Where the Contractor has provided records or documents, such records or documents shall not be available for public inspection without the consent of the Contractor.
- (d) Where the Superintendent has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of the Contractor's business, the Town may, by written request, require that custody of the records be transferred to the Town and that the records and documents be maintained by the Town. Access to such documents shall be granted to any party authorized by the Contractor, his representatives, or his successor-in-interest.

10.3 Reporting

The Contractor shall submit to the Superintendent the following reports, on forms approved by the Town, during the Term of this agreement:

- (a) Monthly Reports

Within five (5) working days after the last day of each month, the Contractor shall submit a monthly project report to include at least all of the following:

- (1) The number of households serviced per route.
- (2) A summary of missed pick-ups by route and customer contacts by category - missed pick-up, information, other.

- (b) Accidents

Accidents or damage occurring to Collection Vehicles that could adversely affect the performance of the Contractor shall be reported to the Superintendent within 24 hours of occurrence.

10.4 Contractor's Work Program

At the discretion of the Superintendent, the Contractor shall deliver to the Town prior to the Commencement Date a work program and schedule showing:

- (a) Mobilization, location and construction of equipment storage, maintenance facilities, with starting and completion dates;
- (b) Initial training of personnel;
- (c) A plan for the Contractor's involvement in program promotion and public education developed in conjunction with the Superintendent.

ARTICLE 11 - PUBLIC AWARENESS/RELATIONS

11.1 Customer Relations

The Contractor acknowledges that his employees, agents and subcontractors will be dealing with the public in the execution of this Agreement and that it is of primary importance to the Town that excellent relations with the public be maintained and that all persons under the control of the Contractor conduct themselves in a courteous and respectful manner conducive to good public relations.

11.2 Additional Promotion

In addition to any promotion undertaken by the Town, the Contractor may undertake additional promotion that he feels will benefit the program. The Superintendent prior to distribution must approve any promotional materials.

11.3 Correction Tags

The Contractor shall design and submit for Town approval before distribution, correction tags to be used for residents that improperly prepare materials, overload containers, or otherwise fail to properly participate with the collection program. The Contractor on a as needed shall use these correction tags.

ARTICLE 12 - TOWN'S RIGHT TO TERMINATE

12.1 Town's Right to Terminate

- 12.1.1 The Town may terminate the Contractor's right to continue with the Work if the Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of creditors or if a receiver or liquidator is appointed with respect to the business of the Contractor, and such termination shall be effective upon notice from the Town to the Contractor.

12.1.2 Without limiting the generality of the foregoing, the Town may terminate the Contractor's right to continue with the Work if the Town considers that the Contractor:

- (a) has failed to commence the Work or to recommence the Work after suspension within the time specified in the contract documents;
- (b) has failed or is failing to use diligence or has failed to comply with the instructions of the Superintendent to expedite the work or has otherwise failed to make such progress with the Work as is necessary to ensure the completion of the Work or any part of the Work in the time specified in the contract documents;
- (c) for any reason, including strike, lockout or other labour dispute, the Contractor has failed or is failing to supply enough competent workers, equipment, management, materials or suitable equipment or place of business to ensure the completion of the Work in the time specified in the contract documents;
- (d) the Contractor has become in any way unable to carry on the Work or any part of the Work;
- (e) the Contractor has committed any other breach of this agreement.

12.1.3 The Town may terminate the Contractor's right to continue the Work at any time by reason of any fraud or dishonesty of any officer, employee, agent, servant or shareholder of the Contractor in the performance of this agreement.

12.1.4 In any early termination of this agreement:

- (a) the Town shall pay to the Contractor the money owing to him under this agreement to the date of termination less any amounts which the Town is entitled to hold back pursuant to any enactment or pursuant to this agreement;
- (b) the Town may take all work out of the Contractor's hands and employ such means as it may see fit to complete the work and in such case:
 - (i) the Contractor shall have no claim for any further payment in respect of Work performed but shall be liable for all damages and expenses which may be suffered by the Town by reason of such default or delay or the non-completion by the Contractor of the Work;
 - (ii) no objection or claim shall be made or raised by the Contractor by reason of or on account of the ultimate cost of the Work so taken

over for any reason proving greater than, in the opinion of the Contractor, or any other person, it should have been;

(iii) all materials and all rights, proprietary or otherwise, leases, licences, powers and privileges, whether relating to or affecting real or personal property, acquired, possessed or provided by the Contractor for the purposes of the Work under the provisions of this agreement shall become or remain and be the property of the Town as fully and to all intents and purposes connected with the Work as they might have been used, exercised and enjoyed by the Contractor, and the Contractor shall cause to be executed any assignments, assurances or documents as may be needed to carry out the intent of this section.

(c) the Contractor shall execute any assignments needed to transfer ownership of the local customer service telephone number to the Town by the last day of service.

12.2 If the Town has the right to terminate as set out in Article 12.1 the Town may in its absolute discretion by itself complete or employ such third parties as it sees fit for the purpose of completing the Works or any part thereof and the Town shall not be liable for any loss the Contractor may sustain as a result thereof.

ARTICLE 13 - CONTRACTOR'S RIGHT TO TERMINATE

13.1 Delay

If the Work should be stopped or otherwise delayed for a period of ninety (90) days or more under an order of any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by it or should the Town fail to pay the Contractor any moneys due to the Contractor within sixty (60) days of the same becoming due, the Contractor may terminate this agreement.

13.2 Termination Payment

If the Contractor terminates the agreement, pursuant to Article 13.1, the Contractor shall be entitled to be paid for all Work performed up to the date of such termination.

ARTICLE 14- CHANGES IN THE WORK

14.1 Request for Changes

The Town shall have the right to require the Contractor to undertake Changes in the Work by increasing or decreasing any aspect of the Work. In the event that the Town requires Changes in the Work the Town shall:

- (a) give to the Contractor in writing 30 days notice of the requirement for change, which notice shall specify the Changes in the Work, the effective date of such Changes and the increase or decrease in the Service Fee proposed by the Town;
- (b) pay the Contractor the proposed increase or decrease in the Service Fee from the effective date of the Changes on the basis set out in Article 3; and
- (c) negotiate in good faith any changes to the proposed Service Fee requested by the Contractor.

14.2 Contractor's Duties

The Contractor shall:

- (a) implement Changes to the Work requested by the Town by no later than the effective date of such changes;
- (b) negotiate in good faith any changes to the proposed Service Fee change proposed by the Town; and
- (c) not claim any amount as an extra or additional payment on account of any Changes in the Work unless it has first submitted a written request for payment and received the Town's written consent to such payment.

14.3 Dispute Resolution

In the event that the Town and the Contractor cannot agree in changes to the Service Fee the dispute shall be resolved pursuant to Article 15.14 provided that until such dispute is resolved the Contractor shall undertake the Changes to the Work and the Town shall pay the Contractor the proposed Service Fee increase or decrease.

ARTICLE 15 - MISCELLANEOUS

15.1 Interpretation of Contract

- (a) The Town has authority to decide questions arising under this agreement and interpret the requirements of this agreement, such decisions to be given in writing.
- (b) The Contractor must notify the Town in writing immediately if the Contractor disagrees with a decision by the Town. If the disagreement is not resolved immediately, the Contractor shall follow the Town's decision and the dispute must be referred to arbitration under Article 15.14 if the parties cannot agree within fourteen days of the date of the Town's written decision.

15.2 Waivers

The failure at any time of either party to enforce any of the provisions of this agreement or to require at any time performance by the other party of any such provision shall not constitute or be construed to constitute a waiver of such provision, nor in any way to affect the validity of this agreement or any parts thereof, or the right of either party thereafter to enforce each and every provision of this agreement.

15.3 Modification

No waiver, modification, or amendment of any of the provisions of this agreement shall be binding unless it is in writing and signed by the duly authorized representatives of both parties.

15.4 No Duty of Care

Nothing in this agreement shall be interpreted as creating any duty of care on the part of the Town to the Contractor and the parties acknowledge and agree that the rights of the Contractor are limited to his rights under this agreement.

15.5 Assignment

No assignment of this agreement or any right accruing under it shall be made by the Contractor without the written consent of the Town.

15.6 Interpretation

This agreement shall be construed and interpreted in accordance with the laws of British Columbia.

15.7 Binding Effect

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees.

15.8 Survival

The articles, sections, subsections and paragraphs contained in this agreement entitled and under the headings "Article 12" and all other articles, sections, subsections and paragraphs providing for the limitation of, waiver of or protection against liability of the parties hereto and their respective Subcontractors shall survive the termination, cancellation or expiration of this agreement.

15.9 Means of Giving Notice

All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, sent by facsimile, telegram or telex, or may be mailed by first class, prepaid registered mail to the addresses set forth below. Any notice delivered or sent by facsimile, telegram or telex shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of five (5) business days after it was posted, addressed as follows:

If to the Town:

Chief Administrative Officer
Attention: Joseph A. Fernandez
Town of Lake Cowichan
39 South Shore Road, P.O. Box 860
Lake Cowichan, British Columbia V0R 2G0

If to the Contractor:

Contractor Contact Name
Contractor Name
Contractor Address
Contractor Town/Town and Postal Code

or such other address or addresses as may from time to time be provided in writing by the parties hereto. If the time of mailing and the actual receipt of a notice, a mail strike, slow down or other labour dispute which might affect the delivery of that notice by the mail, then the notice shall only be effected if actually received by the person to whom it was mailed.

15.10 Liquidated Damages

If the Contractor fails to carry out the Work in accordance with the Agreement to the Town's satisfaction, within the specified times, the Contractor shall pay the Town the daily cost for provision of service by the Contractor for each and every day that the work is not carried out in accordance with this Agreement within the specified times, such amount having been fixed by the parties as an estimate of the losses which the Town will suffer by reason of delay in performance of the Work, and the Town may deduct the amount of such liquidated damages from any amount payable to the Contractor by the Town.

15.11 Independent Contractor

For the purpose of this agreement, the Contractor shall be deemed to be an independent contractor and not an employee or agent of the Town. Any and all agents, servants or employees of the Contractor or other persons, while engaged in the performance of any work or services required to be performed by the Town under this agreement, shall not be considered employees of the Town, and any and all claims that may or might arise on behalf of the Town, its agents, servants or employees as a consequence of any act or omission on behalf of the Contractor, his agents, servants, employees or other person, shall not be the obligation or responsibility of the Town. The Contractor, his agents, servants or employees shall be entitled to none of the rights, privileges or benefits of Town Employees except as otherwise may be stated in this agreement.

15.12 Severability

The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, that holding shall not affect the remaining portions of this agreement.

15.13 Entire Agreement

This agreement shall constitute the entire agreement between the parties and shall supersede all prior written or unwritten negotiations, understandings and agreements.

15.14 Arbitration

All disputes arising out of or in connection with this agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial

Arbitration Centre. The appointing authority shall be the British Columbia International Commercial Arbitration Centre. The case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its “procedures for cases under the BCICAC rules.” The place of arbitration shall be Vancouver, British Columbia.

15.15 Use of Words

Whenever the singular or masculine is used throughout this agreement the same shall be construed as meaning the plural or feminine or body corporate, as the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the date and year first above written.

The Corporate Seal of the)	
TOWN OF LAKE COWICHAN)	
was hereunto affixed in the presence of:)	
)	(seal)
_____)	
Mayor)	
)	
_____)	
Chief Administrative Officer)	
)	
)	
)	
THE Authorized Signatures of _____:)	(seal)
)	
WITNESS TO:)	AUTHORIZED
SIGNATORY)	
)	
_____)	_____
<i>Print Name</i>)	<i>Print Name</i>
)	
_____)	_____
<i>Address</i>)	<i>Address</i>
)	
_____)	_____
)	
_____)	_____
Signature)	Signature

APPENDIX 1

**SCHEDULE OF PRICES BASED ON ACCEPTED BID FOR November 1, 2023 to
October 31, 2028**

APPENDIX 2

LETTER OF CREDIT OR PERFORMANCE BOND

The Contractor will provide the security in favour of the Town as follows:

- (a) within 10 days of the effective date of this Contract provide an unconditional and irrevocable Letter of Credit or a Performance Bond for the first calendar year of the Term, in the amount of 25% of the annual contract value; and
- (b) the Term of the Letter of Credit or Performance Bond will contain an automatic renewal clause in the amount of 25% of the previous year's contract value.

The Contractor will issue the Letter of Credit or Performance Bond (a Renewable Performance Bond for a Multi-year Contract is acceptable) as required by this Contract so that it remains valid during the Term, and if at any time during the Term and for any reason the Letter of Credit or Performance Bond expires or is invalid then the Town reserves the right to terminate the Contract, by written notice.

The Town may at any time and from time to time call on the Letter of Credit or Performance Bond to cover any costs incurred, or to be incurred, by the Town as a result of any breach, or anticipated breach, of this Contract by the Contractor. In such cases, the Contractor will promptly act to add to the Letter of Credit or Performance Bond so that it remains at 25% of the annual Contract value.

**APPENDIX 3
BANNED MATERIALS
BINGS CREEK SOLID WASTE MANAGEMENT COMPLEX**

All Materials deposited at the Approved Disposal Facility must comply with the Cowichan Valley Regional District Bylaws and any subsequent amendments thereto. The following is a list of materials currently prohibited from disposal:

1. Special Wastes as defined by Regulation of Waste Management Act
2. Industrial Waste
3. Inflammable Materials
4. Hazardous Waste
5. Household Hazardous Waste
6. Hazardous or Reactive Chemicals – solid, liquid or gas
7. Explosives
8. Liquids or Sludge
9. Loads containing materials that are smouldering or on fire
10. Large, bulky or heavy articles, over 2 m. (any dimension) or 100 kg.
11. Dead animal parts, including bones, feathers, skin and hair
12. Hospital “Sharps” and body tissue or fluids
13. Tight-head barrels (non-removable tops)
14. Commercial quantities of demolition waste
15. Asbestos Insulation
16. Waste Asbestos
17. Radioactive Material
18. Strong, offensive smelling loads
19. Waste Oil or Petroleum By-products
20. Stumps larger than 600-mm.diameter
21. Gas Cylinders
22. Confidential files/reports
23. Clean Wood Waste / Land clearing Debris
24. Aggregate
25. Asbestos Cement
26. Contaminated Soil
27. Clean Soil

28. Soot
29. Rubble
30. Sterilized Biomedical Waste
31. Biomedical Waste
32. Fibreglass Insulation
33. Commercial Organic Material
34. Refundable Beverage Containers
35. Used Motor Oil
36. Residual Paint Products
37. Household Hazardous Waste
38. Pharmaceuticals
39. Asphalt Roofing Material
40. CFC Appliances
41. Directories (Telephone Books)
42. Gypsum Board / Drywall
43. Plastic bags
44. Lead-Acid (Vehicle) Batteries
45. Metal Containers (Tin Cans)
46. Aluminum Foil Items
47. Newspaper and Inserts
48. Cardboard (Unwaxed & Uncontaminated)
49. Scrap Metal
50. Scrap Tires
51. Used Oil Filters
52. White Goods (Appliances)
53. Yard & Garden Material
54. Refillable Propane Tanks
55. Non-Refillable Propane Tanks
56. Used Antifreeze

APPENDIX 4
CERTIFICATE OF INSURANCE

SCHEDULE 5

WORKSAFE CLEARANCE AND GOOD STANDING FOR ADVANCE CLEARING