



# qathet REGIONAL DISTRICT

## Recycling Depot Collection Services

### Request for Tender

#### Request for Proposals Recycling Depot Collection Services

<b>Opportunity ID:</b>	1220-337
<b>Issue Date:</b>	February 16, 2026
<b>Closing Date and Time (Pacific Daylight Time):</b>	March 13, 2026

#### Delivery of Proposals

Submit a pdf Proposal by email. Proposals must be submitted to the email address specified below in accordance with the email submission instructions set out in Section 2. Include "1220-337 Recycling Depot Collection Services RFT" in the subject line of the email.

#### Official Contact

Caroline Visser, Operational and Cemetery Services Clerk  
[operations@qathet.ca](mailto:operations@qathet.ca)

Enquiries related to this RFP may only be directed in writing to the Official Contact at the email address above. Information obtained from any other source is not official and should not be relied upon. Other information and rules regarding enquiries are set out at Section 2.12 Omissions or Discrepancies.

**Enquiries Deadline:** Suppliers should send questions to the Official Contact before March 6, 2026. Questions received after the deadline may not be answered.

**NOTE: This RFT contains MANDATORY requirements. All mandatory requirements must be met, or your Tender will not be reviewed. Please see Section 2.17 – Mandatory Requirements for more information.**

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Schedule C - Work Force and Restrictions

Schedule D - Personnel and References

Schedule E - WorkSafeBC Clearance Letter & Prime Contractor

Schedule F - Statement of Environmental and Social Commitment

## **APPENDIX B - DRAFT DEPOT AND COLLECTION SERVICES AGREEMENT**

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## **APPENDIX C – GENERAL CONDITIONS OF THE CONTRACT**

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## **1. REQUEST FOR TENDER**

### **1.1 Purpose**

The qathet Regional District (qRD) seeks to retain, through a qualitative Request for Tender (RFT) process and evaluation, a qualified Proponent for the operation of five (5) qRD-owned and Proponent-operated recycling depots at the following locations:

- Gillies Bay Community Depot - 4913 Gillies Bay Rd, Texada Island
- Van Anda Community Depot – 2057 Gillies Bay Rd, Texada Island
- Tla'amin Community Depot - 4885 Hwy 101, Powell River, BC
- qathet South Community Depot - 2101 Ramsay Rd, Powell River, BC
- Lund Community Depot - 1444 Hwy 101, Lund

Any interested party or parties may submit a Tender. Proponents may be individuals, corporations, joint ventures, partnerships or any other legal entities. Sealed Tenders must be submitted to qRD at the Closing Location and before the Closing Date and Time as indicated on the cover page of this RFT and must include a copy of Section 1.3 of this Request for Tender page signed by an officer, employee or representative of the Proponent that confirms the Proponent's intent to be bound to the terms and conditions of the Contract Documents.

For further information and all inquiries, contact Caroline Visser, Operations and Cemetery Services Clerk, 604-485-2260, [operations@qathet.ca](mailto:operations@qathet.ca).

### **1.2 Registration of Intent to Respond**

If you intend to submit a Tender for the Recycling Depot Collection Services RFT, the qRD can supply you directly with any Addenda or other correspondence related to this RFT. Email [operations@qathet.ca](mailto:operations@qathet.ca) to advise of your intent to submit a Tender. Please provide the following information in your email:

- a) Statement that you intend to respond to the Recycling Depot Collection Services Request for Tender
- b) Company Name
- c) Company Address
- d) Contact Name
- e) Title or Position
- f) Contact Phone Number
- g) Contact Email

This option is offered for convenience only. It remains the sole responsibility of the Proponent to check for Addenda on BC Bid or the qRD website.

A Tender is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

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### **1.3 Confirmation of Proponent's Intent to Be Bound**

The enclosed Tender is submitted in response to the referenced Tender No. 1220-337; including any Addenda. By submitting a Tender, the Proponent agrees to all of the terms and conditions of this RFT and associated Contract Documents including the following:

- a) The Proponent has carefully read and examined the entire Request for Tender;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Tender; and
- c) The Proponent agrees to be bound by the statements and representations made in its Tender.

**Proponent Name** (please print): \_\_\_\_\_

**Name of Authorized Representative** (please print): \_\_\_\_\_

## 2. INSTRUCTIONS TO PROPONENTS

### 2.1 Definitions

Throughout this Request for Tender, the following definitions apply:

**“Addenda”** means all additional information regarding this RFT, including amendments to the RFT;

**“BC Bid website”** means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);

**“Closing Date and Time”** means the closing date and time for this RFT indicated on the cover page of this RFT;

**“Closing Location”** means the location for submissions of this RFT indicated on the cover page of this RFT;

**“Contract”** means the written agreement resulting from this RFT executed by qRD and the successful Proponent as drafted in Appendix B;

**“Contract Documents”** has the meaning set out in Section 2.24 of this RFT;

**“Contractor”** means the successful Proponent to this RFT who enters into a Contract with qRD;

**“Must”**, or **“mandatory”** means a requirement that must be met in order for a Tender to receive consideration;

**“Proponent”** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a Tender in response to this RFT;

**“qRD”** means qathet Regional District;

**“qRD website”** means the website located at [www.qathet.ca](http://www.qathet.ca);

**“Request for Tender”** or **“RFT”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by qRD by Addenda;

**“Should”**, or **“may”** means a requirement having a significant degree of importance to the objectives of this RFT;

**“Tender”** means a written response to this RFT that is submitted by a Proponent; and

**“Works”** means operation of qRD-owned recycling depots (Appendix F).

## 2.2 Submission of Tenders

Submit Tenders via email with the subject line as follows:

Recycling Depot Collection Services RFT

addressed to:

Jason Kouwenhoven, Manager of Environmental Services  
qathet Regional District  
#202 - 4675 Marine Avenue  
Powell River, BC V8A 2L2 (Closing Location)  
Email: [operations@qathet.ca](mailto:operations@qathet.ca)

**no later than 4:00 pm Pacific Time on Friday, March 13, 2026.**

Tenders submitted by fax or hard copy will **not** be accepted. Late Tenders will not be considered. Proponents are solely responsible for ensuring that qRD receives a complete Tender, including all attachments or enclosures, at the Closing Location, before the Closing Date and Time.

## 2.3 Form of Tender

The Tender Submission Form (Appendix A), including the following:

Schedule A – Schedule of Prices

Schedule B – Proposed Subcontractors

Schedule C – Work Force and Restrictions

Schedule D – Personnel and References

Schedule E – WorkSafeBC Clearance Letter and Prime Contractor

Schedule F – Statement of Environmental and Social Commitment

must be completed in its entirety and signed at the time of submission of the Tender by an officer, employee or representative having authority to bind the Proponent by that signature. Failure to complete the Tender Submission Form will cause your Tender to be rejected. See Section 2.17 Mandatory Requirements. The Draft Agreement Between qRD and Contractor (Appendix B) and the WorkSafeBC Safety Agreement (Appendix E) will not be signed until the Tender has been awarded and accepted.

## 2.4 Irrevocable Offer

Tenders are irrevocable after the Closing Date and Time and shall remain open for acceptance for a period of ninety (90) calendar days after the Closing Date and Time. qRD may at any time within such period accept this Tender whether any other Tender has previously been awarded or not.



## **2.5 Tender Acceptance/Rejection/Cancellation By qRD**

The RFT shall not be construed as an agreement to purchase goods or services. The RFT does not commit qRD in any way to award a Tender. qRD's acceptance of any Tender is contingent upon having sufficient funds for the project and if qRD considers that all Tenders are priced too high, it may reject them all. The lowest or any Tender may not necessarily be accepted. qRD reserves the right to reject any and all Tenders for any reason or to accept any Tender in whole or in part on the basis of the Tenders received which qRD, in its sole unrestricted discretion, deems most advantageous to itself. Tenders that do not meet the mandatory requirements listed under Section 2.17 will be rejected. qRD reserves the right to cancel this RFT at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.

If only one Tender is received qRD reserves the right to open the Tender in private or, if the Total Tender Amount exceeds the estimated budget for the Contract, qRD may cancel and re-Tender, accept, not accept and cancel or re-scope the Works seeking a better response, with or without any substantive changes being made to the solicitation documents. If more than one Tender is received from the same Proponent, the last Tender received, as determined by qRD, will be the only Tender considered.

The Proponent acknowledges qRD's rights under this clause and absolutely waives any right of action against qRD for qRD's failure to accept its Tender whether such right of action arises in contract, negligence, bad faith or any other cause of action.

## **2.6 Litigation**

qRD may, in its absolute discretion, reject a Tender submitted by a 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 a legal action against qRD, 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 qRD's exercise of its powers, duties, or functions under the *Local Government Act* or another enactment, within five years of the date of the public process.

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

## **2.7 Tender Withdrawal or Revisions by Proponent**

Tenders may be withdrawn by a Proponent by written notice provided such a notice of withdrawal is received prior to the Closing Date and Time. Tenders withdrawn will be returned to the Proponent unopened.

Revisions to a Tender already received may be submitted by electronic mail to [operations@gathet.ca](mailto:operations@gathet.ca) or by a signed letter delivered to the Closing Location prior to the Closing Date and Time. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusions of particular words. A Proponent is encouraged to confirm receipt of any revisions.

## **2.8 Proponent's Responsibility**

### **Terms and Conditions**

Each Proponent is responsible to review and understand the terms and conditions of this RFT and the Works being requested. Each Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFT, and to prepare and submit its Tender. qRD will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFT or as a result of any misunderstanding or misinterpretation of the terms of this RFT on the part of any Proponent.

### **Location of Works**

Each Proponent shall, before submitting their Tender, satisfy themselves as to the nature and location of the Works and local conditions which might have a bearing on their Tender and the construction of all Works.

### **Supply of Equipment and Materials**

The Contractor shall be responsible to supply all equipment needed preliminary to and during the execution of the Works unless stated otherwise in the Contract Documents. The Contractor shall be responsible for the supply of all temporary and permanent materials required to complete the Works in every detail as described in the Tender and as shown on the Scope of Work (Appendix F). Materials or products identified by name, manufacturer, model number, etc., shall be used or incorporated into the Works unless alternatives are specifically approved, in writing, by qRD as being "equal" or "equivalent" for the Contract.

## **2.9 Proponent's Expenses**

The Proponent acknowledges and agrees that qRD will not be responsible for any costs, expenses, losses, damage or liability incurred by the Proponent as a result of or arising out submitting a Tender for the proposed Contract or the qRD's acceptance or non-acceptance of their Tender. Further, except as expressly and specifically permitted herein, no Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFT, and by submitting a Tender each Proponent shall be deemed to have agreed that it has no claim.

## **2.10 Liability for Errors**

While qRD has used considerable effort to ensure an accurate representation of information in this RFT, the information contained in this RFT is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate

by qRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFT is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFT.

#### **2.11 Modification of Terms**

qRD reserves the right to modify the terms of this RFT at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal Addenda.

#### **2.12 Omissions or Discrepancies**

If a Proponent finds any inconsistencies, errors, omissions or discrepancies in the RFT or its associated Contract Documents, or is in doubt as to their meaning, they shall immediately notify qRD in writing to the Closing Location or by email to [operations@gathet.ca](mailto:operations@gathet.ca). Every request for an interpretation or information by a Proponent shall be made in writing to qRD. Any interpretation of, addition to, deletion from or any corrections to this RFT or its associated Contract Documents will be issued as written Addenda posted on BC Bid and the qRD website.

#### **2.13 Addenda**

All questions must be submitted in writing to the Closing Location address or by email a [operations@gathet.ca](mailto:operations@gathet.ca). qRD reserves the right to share, with all Proponents, all questions and answers related to this RFT or its associated Contract Documents in the form of Addenda. All Addenda become part of the Contract Documents and must be considered when submitting a Tender. Verbal answers are binding only when confirmed by written Addenda. Information obtained from any other source is not official and should not be relied upon. All Addenda will be posted on BC Bid and on the qRD website. It is the sole responsibility of the Proponent to check for Addenda on one of these sites. The cut-off for submitting any questions related to this RFT will be 4:30 pm, five (5) working days prior to the Closing Date and Time. Questions received after this date and time may not be answered.

#### **2.14 Tender Price**

The Total Tender Amount provided by the Proponent on the Tender Submission Form (Appendix A) shall be a lump sum price, inclusive of applicable taxes, and shall be accepted as full compensation for the Works and everything supplied and done in connection therewith as described in the Contract Documents.

The Total Tender Amount shall include all costs of every kind and profit thereon including, but not limited to, all office charges, supervision, transport, labour and materials; the provision, maintenance, use, and efficient repair of all equipment and temporary Work of every description, and the performance of all Works that may be required for the proper execution and completion of the Works in accordance with the Contract Documents even though such Work and/or service may not be fully detailed in the Contract Documents.

Proponents must obtain their own information on all matters and things that may in any way influence them in making their Tender and fixing the rates entered by them in the Statement of Quantities and Prices.

In order to ensure a competitive tendering process, qRD will not disclose a budget amount for this project.

#### **2.15 No Increase In Rates**

No claim for increase in rates or other prices tendered in the Tender Submission Form (Appendix A) will be entertained after Closing Date and Time, nor shall the Proponent be entitled to make any claim on the grounds of misrepresentation, nor on the grounds that they were given any promise or guarantee by qRD or their agents or employees or any other person.

#### **2.16 Alternatives**

The Total Tender Amount provided by the Proponent on the Tender Submission Form (Appendix A) must be based on performing the specified Works using the design, materials and methods shown on the Scope of Work (Appendix F).

Evaluation of proposed alternatives will be made by qRD and any acceptance will be incorporated in the Contract at the discretion of qRD. qRD will adjust the Total Tender Amount in accordance with the price variation indicated for any accepted alternative.

#### **2.17 Mandatory Requirements**

Those Tenders passing the mandatory requirements identified below will be further evaluated against the criteria listed in Section 2.18 Evaluation of Tender. Tenders not clearly demonstrating that they meet the mandatory requirements will receive no further consideration during the evaluation process.

Signed Invitation to Tender page, confirming Proponent's Intent to Be Bound (Section 1.3 of this document)	
Receipt of Tender via specified email at the Closing Location by the Closing Date and Time	
Tender Submission Form (Appendix A) signed by authorized signatory	
Total Tender Amount included on Tender Submission Form (Appendix A)	

#### **2.18 Evaluation of Tender**

Tenders that meet all of the mandatory criteria will be further evaluated based on the following criteria:

<b>Weighted Criteria</b>	<b>Weight (%)</b>
Experience and Capabilities – qualifications, expertise, experience, references, records of success	25
Approach– service provision, methodology, safety plan, environmental considerations etc.	30
Other Diversion Opportunities	5
Sustainable Social Procurement	10
Price*	30
<b>TOTAL</b>	<b>100</b>

*\* The lowest priced Proposal will receive full points for pricing. All other prices will be scored using the following formula: (lowest priced proposal / price of this proposal) \* total points available for price.*

Tenders will be evaluated in private, including Tenders that were opened and read in public, if applicable.

The evaluation process, conducted at the discretion of qRD, will be based on the above evaluation criteria and qRD may consider and apply the results of that evaluation in a manner that qRD considers is to its best advantage and, without limiting the generality of the foregoing, the price to complete the Works is not the only or primary criterion to be used by qRD in awarding the Tender.

During the evaluation process, Proponents may be required to provide clarification to statements made in their Tenders or to supply further documents or information which will then form part of their Tender. qRD reserves the right to seek additional references independent of those supplied by the Proponent. qRD reserves the right to make enquiries regarding the qualifications and experience of any one or more of the Proponents. qRD is not obligated to make the same requests from, or enquiries regarding all Proponents.

[If there are any obvious discrepancies, errors or omissions in the Statement of Quantities and Prices in the Tender Submission Form (Appendix A), qRD shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Tender as submitted, and in particular:

- a) if there is a discrepancy between a unit price and the extended total, then the unit price shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- 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.

## **2.19 Award of Tender**

In accordance with its Procurement Bylaw, qRD offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that qRD will receive the best overall value for the goods and services it requires.

qRD reserves the right, at its discretion, to cancel, award all or part of the Works described in this document to a single Proponent or it may split the award with multiple Proponents. qRD reserves the right, at its discretion, to negotiate with any Proponent that qRD believes has the most advantageous Tender, or with any other Proponent or Proponents concurrently. In no event will qRD be required to offer any modified terms to another Proponent prior to entering into a Contract with the successful Proponent and qRD shall incur no liability to any other Proponent as a result of such negotiations or modifications.

The acceptance of this Tender and the subsequent Notice of Award by qRD shall bind the successful Proponent to execute the Contract as defined in the Contract Documents. No Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the Notice of Award is issued and the Contract Documents are fully executed. Upon receipt of the documents identified in Section 2.24 Submission of Contract Documents, a Notice to Proceed will be issued. No work shall take place on site until a Notice to Proceed is issued.

## **2.20 Contract Execution**

A Proponent who is awarded the Tender is required to accept and execute the Contract Documents within ten (10) working days following receipt of the Notice of Award. If notice is sent by mail, it will be considered received by Proponent five (5) days after mailing.

Failure to execute the Contract Documents within the time limit shall constitute a breach of agreement. qRD may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFT process and not enter into a Contract with any of the Proponents.

## **2.21 Work Commencement**

The Contractor shall begin work on Wednesday, June 1, 2026, following receipt of Notice to Proceed. If notice is sent by mail, it will be considered received by Proponent five (5) working days after mailing.

## **2.22 Insurance**

The Contractor must have the ability to comply with the insurance requirements of the Contract Documents. The Contractor must further comply with the *Workers'*

*Compensation Act of British Columbia* and must be in good standing during the term of the Contract. The Contractor must sign and remit the "WorkSafeBC Safety Agreement" (Appendix E) and supply a WorkSafeBC Clearance Letter to qRD upon Tender award and acceptance. The costs for providing all insurances shall be included in the Total Tender Amount.

## **2.23 Indemnification**

The Proponent acknowledges that qRD does not owe a duty of care to the Proponent in the preparation of the RFT, supply of oral or written information to Proponents, review of Tenders or the carrying out of qRD's responsibilities under this RFT. The Proponent waives for itself, its successors and assigns, the right to sue qRD in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this RFT, supply of oral or written information to Proponents, review of Tenders, or the carrying out of qRD's responsibilities under this RFT.

## **2.24 Submissions of Contract Documents**

The Contractor is required to provide qRD with the following documents within ten (10) working days of the Contract execution.

- a) Two copies of the original signed "Agreement between qRD and Contractor" (Appendix B)
- b) "WorkSafeBC Safety Agreement" (Appendix E)
- c) Certificate of Commercial General Liability Insurance, listing qRD as an "Additional Insured" (supplied by Contractor)
- d) Proof of Motor Vehicle Insurance (supplied by Contractor)
- e) WorkSafeBC Clearance Letter (supplied by Contractor)

## **2.25 Notices, Permits, Licenses**

The Contractor must give all necessary notices, shall apply for all permits, licenses and inspections, and shall pay all fees for such notices, permits, licenses and inspections required to complete the Works. The Contractor shall notify the qRD before any application for license or permit is made in order that the qRD may be represented if they so elect when such application is made.

## **2.26 Invoicing and Payment**

Unless otherwise agreed, the qRD payment terms are net thirty (30) days following receipt of approved invoices accompanied by a Monthly Invoice (Appendix D) from the Contractor, whichever is later. Original invoices are to be forwarded to the accounts payable department of the qRD, unless otherwise directed.

## **2.27 Ownership of Documents & Freedom of Information**

All documents submitted in response to this RFT shall become the property of qRD and as such will be subject to the disclosure provisions of the *Freedom of Information and*

*Protection of Privacy Act* and any requirement for disclosure of all or a part of a Tender under that Act.

The requirement for confidentiality shall not apply to any Tender that is incorporated into a Contract for the Works. Further, qRD may disclose the recommended Proponent's Total Tender Amount and combined total evaluation score to the qRD Board at a public meeting, when making a recommendation for the award of the Tender.

## **2.28 Confidentiality**

The Proponent agrees that any information, knowledge (including but not necessarily limited to business practices, techniques, relationships, agreements, etc.), data, research, and any other information, knowledge, materials or products disclosed to the Proponent by qRD or otherwise produced, developed or known by the Proponent in responding to this RFT and/or providing this service under Contract (collectively the "Confidential Information") will not be published or disclosed to any third party during or after the RFT and/or Contract except as otherwise authorized by qRD. This section shall survive the termination of the Contract.

## **2.29 Conflict of Interest/No Lobbying**

The Proponent shall disclose in its Tender any actual or potential conflict of interest and existing business relationship it may have with qRD, its elected or appointed officials or employees. Otherwise, by submitting a Tender, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFT. A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in qRD's opinion, give rise to an actual or potential conflict of interest in connection with the services described in this RFT. This includes, but is not limited to, involvement by a Proponent in the preparation of this RFT or a relationship with any employee, contractor or representative of qRD involved in preparation of this RFT, participating in the evaluation of Tenders or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the qRD Contact identified on the cover page of this RFT prior to submitting a Tender.

A Proponent must not attempt to influence the outcome of the RFT process by engaging in lobbying activities. Any attempt by the Proponent to communicate, for this purpose directly or indirectly, with any employee, contractor or representative of qRD, including any elected officials of qRD, or with the media, may result in disqualification of the Proponent.

## **2.30 Collusion**

Except as otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Proponent, has or will have any interest or share in this Tender or in the Contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with Tenders submitted for this project and the Proponent has no knowledge of the context of other Tenders and has no



comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of its Tender.

**2.31 Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

**2.32 Time is of the Essence**

Time is of the essence in this contract.

**2.33 Force Majeure (Act of God)**

Neither party shall be liable for any failure of or delay in the performance or execution of this RFT or its associated Contract Documents for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

**TENDER SUBMISSION FORM**

(to be completed and submitted by Proponent as per Instructions to Proponents)

**TO: qathet Regional District**  
#202-4675 Marine Avenue  
Powell River, BC V8A 2L2

Chair and Members of the Board,

The undersigned Proponent, having carefully examined Tender No. 1220-337 and its associated Contract Documents and the locality of the proposed Works, and having full knowledge of the Works required and of the equipment and materials to be furnished and used, hereby agrees to provide all necessary materials, supervision, labour, and equipment and perform and complete all Works and fulfil everything as set forth and in strict accordance with the Contract Documents and Addenda numbered \_\_\_\_ to \_\_\_\_ for the prices stated in the Tender Submission Form Statement of Quantities and Prices” at which prices the cost of the Works set out therein would amount to:

**TOTAL TENDER AMOUNT FOR THE INITIAL THREE-YEAR TERM, EXCLUDING GST**

**\$ \_\_\_\_\_**

Total Tender Amount is in Canadian funds.

The undersigned also agrees:

1. That qRD is in no way obligated to accept this Tender.
2. That the Proponent has reviewed and accepts the terms and conditions of the RFT as set out in the Contract Documents, and without limiting the foregoing agrees:
  - a) To be bound by the statements and representation made in its Tender;
  - b) That qRD may conduct its evaluation of the Tender in its sole discretion and may consider and apply the results of the evaluation criteria stated in the Contract Documents in a manner that qRD considers to be to its best advantage;
  - c) That the lowest or any Tender will not necessarily be accepted, and that the price to complete the Works is not the only or primary criterion that qRD may use in awarding the Tender; and
  - d) That qRD reserves the right in its absolute discretion to accept the Tender, which it deems most advantageous to itself and the right to reject any or all Tenders.
3. That Tenders that do not clearly demonstrate that they meet the mandatory requirements will be rejected.
4. That this Tender is made without knowledge of the Tender prices to be submitted for this Works by any other company, firm, or person.

5. That this Tender is made without any connection or arrangement with any company, firm, or person submitting a Tender for this Works.
6. That this Tender is made without any undisclosed connection or arrangement with any other company, firm or person having an interest in this Tender or in the proposed Contract.
7. That this Tender is irrevocable for ninety (90) calendar days after the Closing Date and Time and that qRD may at any time within such period accept this Tender whether any other Tender has previously been awarded or not.
8. That the acceptance of this Tender and the subsequent Notice of Award by qRD shall bind the successful Proponent to execute the Contract as defined in the Contract Documents.
9. That the Contractor shall begin work within thirty (30) days following receipt of Notice to Proceed, and will complete all Works required by the Contract Documents within ninety (90) of receipt of Notice to Proceed.
10. To do all extra Works not reasonably inferable from the Scope of Work but called for in writing by qRD and to accept as full compensation therefore payment in accordance with the provisions of Section GC-4 of Appendix C, General Conditions.
11. That payment for the Works done will be made on the basis of the quantities measured by the proponent and qRD and at the prices shown in the Tender Submission Form which shall be compensation in full for the Works done under the terms of the Contract.
12. That it is obligated to have the following in place before commencing any Works under the Contract:
  - a) WorkSafeBC coverage in good standing;
  - b) Insurance coverage(s) for the amount(s) identified in the Contract Documents.

\_\_\_\_\_  
Name of Proponent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Signature of Authorized Representative

## REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements as set out in Section 2.17 (Mandatory Criteria).

This section includes “Response Guidelines” which are intended to assist Proponents in the development of their tenders in respect of the weighted criteria set out in Section 2.18. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the qRD’s expectation.

Please address each of the following items in your Tender submission in the order presented. Proponents may find it helpful to use the headings for their responses.

### 1. Approach

Proponents should provide details on the following and will be considered on the method of which the service will be provided after the proponent is selected.

#### 1.1 Service Provision

The Proponent should include how they will provide site and site operations services. With specific emphasis on how the RecycleBC program requirements will be met. This includes:

- a) Methodology as to how the work will be completed, the methodology should include at a minimum:
  - i. Hours of Operation and Site Access
    - How staff will be scheduled to ensure the required operating hours are met, and contingency for staff absences.
    - How the site access will be restricted to operating hours only.
  - ii. Customer Service
    - Describe how requirements of Section 3.1 to 3.5 of the Scope of Work will be met
  - iii. PPP
    - Describe how In-Scope PPP received from residents will be monitored and screened for quality to avoid contamination and ensure less than the allowed percentage of Non-PPP requirements are met under 2.1.2 of the Scope of Work.
  - iv. PPP from ICI Sector
    - Describe how the residential-only policy from Section 2.1.6 of the Scope of Work will be implemented and enforced

- v. Indicate that reporting requirements of Section 3.6 of the Scope of Work will be met

## **1.2 Safety Plan**

The successful Contractor will take particular care to ensure the safety of employees and the general public while providing the services. The Proponent should provide a safety plan to describe how they will perform the work safely.

Describe at a minimum:

- a) Working Alone procedures for staff at the remote depot sites
- b) Safe work procedures for material handling and any relevant equipment operations;
- c) Personal protective equipment;
- d) Fire suppression and first aid;
- e) Safety for residents;
- f) Housekeeping, cleaning, and other safety considerations.

The successful Contractor will be fully responsible for carrying out the work in safe manner.

## **1.3 Environmental Considerations**

The Proposal should identify the use of equipment and/or processes that will provide environmental benefits. For example, energy efficient equipment, spill control, litter control and containment, and preference for environmentally friendly cleaners

## **1.4 Other Diversion Materials**

The Proponent should include a list of other diversion materials and/or EPR program materials accepted at the site. Proponents are advised that registration for additional EPR programs at the depot sites must be coordinated with the qRD.

## **1.5 Environmental and Social Commitment**

A factor in the qRD evaluation process is sustainable social procurement and the evaluation of proposals will take this into consideration.

As part of any submission, the Proponent is encouraged to identify how they may contribute to the key social, employment and economical goals as outlined and requested in Schedule "F".

## **SCHEDULE “A” – SCHEDULE OF PRICES**

The following prices or amounts are for the full, all-inclusive value of the Work described, including but not limited to all direct, indirect and consequential costs and expenses for labour, materials, equipment, goods, services, fuel, maintenance, overheads, mark-up and profit, supervision, and all applicable provincial, federal and other taxes (excluding only GST, which is set out separately where indicated on the attached), and all other costs and expenses which may be required in and for the Total Performance of the Work together with all risks, liabilities and obligations set forth or implied in the Contract.

The application of the prices or amounts shown in this Schedule of Prices shall be in accordance with the provisions of the General Conditions.

Notwithstanding the description of each of the items in the following table, which are general descriptions only for evaluation of bids and progress payments under the Contract, the whole of the Work is included in the following and in the total price. Parts of the Work not expressly contained in the items described shall be included in the unit price for the item most closely associated with that part of the Work. The description in the table shall not be construed in any way as limiting the Work required to be performed by the Contract.

The unit prices for each of the items described in the Schedule of Prices shall apply to the actual quantities performed or provided by the Contractor, as measured by the qRD. Estimated quantities are for the purposes of Proposal evaluation only and may be used by the qRD as a baseline for comparing Tenders and for evaluating the effect on the total Tender Price of significant variations between actual quantities and estimated quantities. The qRD does not warrant or guarantee any of the estimated quantities shown and Tenderers are warned that actual quantities may vary considerably from the estimated quantities. There shall be no entitlement to additional compensation for any variances between estimated and actual quantities unless specifically provided for in the Contract and then only in such manner as so provided.

Save and except only written Change Orders authorized by the qRD, all of the Work to be performed under the Contract is included in the items contained in the Schedule of Prices and all costs associated with the performance of the whole of the Work shall be included in the unit price of the item most closely associated with those costs.

Price for the provision of all labour, materials, equipment and miscellaneous requirements to provide the Services as per the Specifications provided in this Proposal document.

Bidders have the option to submit bids based on per hour, per month, or an annual price per location. Prices may vary for each work location. The qRD reserves the right to choose the preferred pricing method during the evaluation of proposals.

## PRICING

The Proponent is to complete the following pricing schedules. Prices should exclude GST and be shown in Canadian Dollars.

Annual price per depot for the initial three-year term			
Depot	Year 1	Year 2	Year 3
qathet South	\$	\$	\$
Tla'Amin	\$	\$	\$
Lund	\$	\$	\$
Gillies Bay	\$	\$	\$
Van Anda	\$	\$	\$
<b>Yearly Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

The total amount for the initial three-year term is \$ \_\_\_\_\_

*(note – this amount should match the Total Tender Amount shown on Page 1 of Appendix A)*

## EXTRA WORK

The following price per hour shall apply to all extra work requested by the qRD which is outside of the original Scope of Work. Prices should exclude GST and be shown in Canadian Dollars.

Extra Work	Year 1	Year 2	Year 3
Price per hour for extra work – All locations	\$	\$	\$

## **SCHEDULE "B" – PROPOSED SUBCONTRACTORS**

The following is a complete list of the Subcontractors to be used by the Contractor for the section(s) of Work listed hereunder. Subcontractors listed below shall not be changed without the prior consent of the qRD.

NOTE: All Subcontractors shall have a minimum of three (3) years' experience in their trade, except where specifically noted (see Section 2.18 Evaluation of Tender of the Instructions to Proponents).

Tick this box if subcontractors shall not be used ☐

<b>SERVICE TO BE PROVIDED</b>	<b>NAME OF SUBCONTRACTOR</b>



## **SCHEDULE "C" – WORK FORCE AND RESTRICTIONS**

1. We agree to commence the performance of the Work on the date specified for the commencement of the work in section 2.21 of the RFT or, if no date is specified, then immediately upon receipt of the Notice to Proceed and we will then continuously and diligently perform the Work for the Term of the Contract.
2. Days of Operation and Hours for each depot specified in Appendix F and are subject to change at the discretion of the qRD.
3. The average number of workers that will be employed and maintained on the Work is \_\_\_\_\_ workers, including the workers of the Subcontractors as applicable.

## SCHEDULE "D" – PERSONNEL AND REFERENCES

### 1. PROJECT PERSONNEL

The following is a list of the Proponent's key personnel and employees assigned to the Contract for the performance of the Work.

Include the names of subcontractors, if any, who shall be employed by the Contractor.

Position	Name	Relevant experience / training with facility management / safety programs / RecycleBC programs	Years of Experience
Project Manager			
Safety Coordinator			

The Tenderer represents and warrants that the above-named personnel are available and will work for the Proponent on this Contract if the Proponent is awarded the Contract and the Proponent specifically agrees they will not be substituted or removed from the Work under the Contract without the express prior written approval of the qRD.

## 2. REFERENCES

Proponents must provide a minimum of three (3) references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named. References from the proponent's own organization or from named subcontractors are not acceptable.

The qRD reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the qRD or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Name	Organization	Contact phone number and email

### 3.      **PROPONENT’S EXPERIENCE ON PROJECTS OF A SIMILAR NATURE**

The Proponent shall describe their most recent past experience in similar work, specifically with the RecycleBC program. Attach additional sheets as needed.

<b>Date(s) of contract</b>	
<b>Contract Duration</b>	
<b>Type of Work</b>	
<b>Value of Contract</b>	
<b>Company Name</b>	
<b>Contact Person</b>	
<b>Phone &amp; Email</b>	

## **SCHEDULE "E" – WORKSAFEBC CLEARANCE LETTER & PRIME CONTRACTOR**

Submitted with this Proposal is a copy of a **current** clearance letter from WorkSafeBC certifying we are registered with WorkSafeBC and are not in arrears in any payments of assessments required to be submitted to WorkSafeBC.

1. The successful Contractor will be designated as the "Prime Contractor" as per WorkSafeBC Regulations.
2. The successful Contractor will be required to submit a Safety Plan to the Project Manager prior to the start of the work.
3. The successful Contractor must have a qualified Safety Coordinator on staff and ensure compliance with and confirm to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations.
4. The successful Contractor will be required to provide proof of Insurance as stated in the attached Draft Contract and in the General Conditions section of the Proposal document.

Proponents outside of British Columbia, Canada are encouraged to provide proof of an equivalent workplace health and safety program and injury insurance for employees.

## **SCHEDULE “F” - STATEMENT OF ENVIRONMENTAL AND SOCIAL COMMITMENT**

The Vision Statement in qathet Regional District's 2023-2027 Strategic Plan reads, “Working collaboratively for the common good to support a thriving, inclusive and sustainable community.” Two of the primary pillars on which the 2023-2027 Strategic Plan were built are:

1. Environmental Sustainability to “Ensure the resiliency, conservation and protection of the natural environment”; and
2. Social Sustainability to “Provide access, support and advocacy for a safe, secure and inclusive community”.

The Regional District is interested in working with organizations that share similar values, who are committed to protecting the environment, and to improving the outcomes for individuals and the communities in which they work. Tenders submitted in response to this RFT will be evaluated not only on price, but the best value in relation to the delivery of integrated qualitative, environmental, and social impacts.

Describe your organizational practices, if any, in the following areas. Use a separate sheet of paper may be used. This is your opportunity to describe how your organization shows its commitment to the environment and to the social structure of the communities in which it works. Please provide support for your answers as applicable. You may be asked for further clarification or validation of the information provided in your response.

### **1. Environment**

- a) Provide information on your organization's environmental policies, programs and practices that ensure the resiliency, conservation and protection of the natural environment.
- b) Describe how your organization strives to reduce greenhouse gas emissions, the generation of waste and its energy consumption.
- c) Provide suggestions or innovative ideas as to how any of the Work associated with this project could be conducted in a way that will reduce its environmental impact.

### **2. Employment**

- a) Do you pay a living wage (<http://www.livingwagecanada.ca/index.php/living-wage-communities/>) to all employees of your organization? Yes or No. If No, please describe the rationale for your wage structure.
- b) Do you intend to employ any disadvantaged individuals (those individuals who have or experience barriers to entry into the workforce) or apprentices on this project (onsite or offsite)? Yes or No. If Yes, in what capacity? If No, please provide reasons.
- c) Describe how you currently recruit, retain and support employment for disadvantaged individuals in/across your organization.

- d) Describe the safety program strategy for your employees.
- e) Do you currently employ individuals with families residing in qathet Regional District, inclusive of the City of Powell River?
- f) Do you have a fair wage policy in effect?

### **3. Skills & Training**

- a) Describe how you provide training or access to training opportunities that prepare disadvantaged individuals to be employed by your organization.
- b) Do you offer career development opportunities to employees within your organization?
- c) Have you had any apprentices or trainees on staff in recent years?
- d) Do you have a formal apprenticeship training program/plan?

### **4. Community Development**

- a) Describe how your organization engages/consults with the communities in which it works.
- b) Describe your record of providing community services or cultural contributions to community organizations/programs/projects in the communities in which you work.

### **5. Other**

- a) Please expand on any other areas where you feel your organization could have a positive environmental and/or social impact on our local community through this project.

**- END OF PROPOSAL FORM -**

**DRAFT DEPOT AND COLLECTION SERVICES AGREEMENT BETWEEN qRD AND CONTRACTOR**

(to be signed and dated upon Tender award and acceptance)

THIS AGREEMENT dated for reference \_\_\_\_\_, is

BETWEEN:

**[NAME]**

(the “Contractor”)

AND:

**qathet REGIONAL DISTRICT**

#202-4675 Marine Avenue, Powell River, B.C.

(the “Regional District”)

This Agreement is evidence that in consideration of the promises exchanged below, the Regional District and the Contractor agree with each other as follows:

1. **Interpretation** – In this Agreement the following terms have the following meanings:
  - 1.1 “Agreement” means this agreement.
  - 1.2 “Regional District Representative” means the person appointed by the District as its Manager of Environmental Services, that person’s designate, or such other person as the Regional District may appoint in writing from time to time.
  - 1.3 “Services” means all of the services described in the Scope of Work.
  - 1.4 “Scope of Work” or “SOW” means the Scope of Work attached to this Agreement as Schedule B.
2. **Term** – The term of this Agreement shall commence [date], and end [date].
3. **Services** – The Contractor shall perform all of the Services in accordance with the conditions and standards set out in the Scope of Work (Appendix F of the Request for Tender document) attached to this Agreement as Schedule B.
4. **Fees, Invoicing & Payment**
  - 4.1 **Fees** – The Regional District shall pay the Contractor for the Services in the amounts provided in Schedule A. Except as expressly provided in this Agreement, the Contractor shall be solely responsible for all costs associated



with providing the Services, including without limitation all staff time, travel costs, training and educational costs, membership costs and all disbursements.

- 4.2 **Invoicing** – Not more than once each month and before the 10<sup>th</sup> day of any month, the Contractor may deliver an invoice to the Regional District in respect of the immediately preceding month setting out the aggregate amount of compensation claimed for Services performed in that preceding month. The Contractor shall ensure that all invoices show an itemized list of the tasks and the compensation claimed for each such task, all with such specification as may be required by the Regional District Representative.
- 4.3 **Payment** – If and to the extent the Regional District Representative is satisfied that the compensation claimed in an invoice is properly calculated in accordance with this Agreement and is for Services satisfactorily performed by the Contractor, the Regional District Representative shall approve the invoice or a portion thereof and the Regional District shall pay the Contractor the approved portion of the invoice within 30 days after delivery of such invoice to the Regional District.

## 5. **Indemnity & Insurance**

- 5.1 **Indemnity** – The Contractor shall indemnify and save harmless the Regional District and its elected and appointed officials, employees, contractors and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements on a solicitor and own client basis), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused, based upon, occasioned by or attributable to:

- (a) any personal injury or death, damage to or loss of property;
- (b) wilful or negligent acts or omissions or other actionable wrongs; and
- (c) any loss or damage of any kind

connected with or related in any way to the performance or breach of the Services or this Agreement by the Contractor, except the extent, if any, that such liability is caused by or contributed to by the Regional District. The Contractor's obligations under this section shall survive the expiry or earlier termination of this Agreement.

- 5.2 **Insurance** – The Contractor shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and other losses arising out of or in connection with the provision of the Services in an amount not less than \$5,000,000.00 per occurrence, or in such a greater amount as may be required

by the Regional District Representative from time to time, acting reasonably. The policy of insurance required under this section shall:

- (a) name the Regional District as an additional insured;
- (b) include that the Regional District is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) not be cancelled or materially altered without the insurer providing the Regional District with 30 days written notice stating when such cancellation or change is to be effective;
- (d) be primary and non-contributing with respect to any policies carried by the Regional District and shall provide that any coverage carried by the Regional District is excess coverage;
- (e) include a cross-liability clause; and
- (f) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia.

**5.3 Insurance Certificates** – The Contractor shall provide the Regional District with certificates of insurance confirming the placement and maintenance of the required insurance promptly upon commencement of the Services and from time to time upon the Regional District's request.

**5.4 Regional District May Insure** – If the Contractor fails to insure as required, the Regional District may effect the missing insurance in the name and at the expense of the Contractor and the Contractor shall promptly repay the Regional District all costs incurred by the Regional District in doing so. For clarity, the Regional District has no obligation to effect such insurance.

**6. Reporting & Records** – The Contractor shall:

- (a) keep proper and detailed accounts and records of its performance of the Services, including reports, invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the Regional District, which may make copies and take extracts from the accounts and records;
- (b) afford facilities and access to accounts and records for audit and inspection by the Regional District and must furnish the Regional District with such information as the Regional District may from time to time require regarding those documents; and

- (c) preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services or termination of this Agreement, whichever applies.

## 7. Termination

7.1 **Termination for Convenience** – Either party may, at any time and without cause, terminate this Agreement upon giving the other party sixty (60) days' prior written notice (or such shorter amount of notice if agreed in writing by the other party). Upon receipt of a notice of termination by either party, the Contractor will commence the orderly wind down of the Services contracted hereunder, prepare its statement of account on the basis of the effective date specified in the notice.

7.2 **Termination for Cause (qRD)** – The Regional District may upon notice to the Contractor terminate this Agreement immediately or at such other time set out in the notice of termination if:

- (a) the Contractor breaches this Agreement and the Contractor has not cured the breach, or is not diligently pursuing a cure for the breach to the satisfaction of the Regional District, in the Regional District's sole discretion, within thirty (30) days after notice of the breach is given to the Contractor by the Regional District;
- (b) the Contractor becomes subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without Contractor's consent, if Contractor assigns its property to its creditors or performs any other act of bankruptcy or if the other party becomes insolvent and cannot pay its debts when they are due;
- (c) the Contractor fails to provide all or a material portion of the Services for consecutive period of more than seven (7) days;
- (d) the Contractor's performance creates a hazard to public health or safety or to the environment;
- (e) the Contractor is assessed Service Level Failure Credits, as set out in the Scope of Work, in excess of \$10,000 during any rolling six month period; or
- (f) any other termination right described in this Agreement is triggered.

7.3 **Termination for Cause (Contractor)** – The Contractor may elect to terminate this Agreement by providing written notice of such termination, effective immediately, to the Regional District in the event that the Regional District fails to pay undisputed Fees, as they become due, in an amount that exceeds the aggregate Fees invoiced by Contractor under the three (3) most recent prior

monthly consolidated invoices issued by Contractor and the Regional District does not cure such non-payment within sixty (60) days of receipt of notice thereof from Contractor.

- 7.4 **Change in Applicable Laws** – The Regional District may elect to terminate this Agreement by providing written notice of such termination, effective immediately or at such other time set out in the notice of termination, to the Contractor in the event that there is a material change in laws applicable to the Regional District or the Services, including if there is a material change to an approved plan under the Recycling Regulations of the *Environment Management Act* (British Columbia) or if any new plan (whether submitted by the Regional District or any other person) is approved thereunder.
- 7.5 **Disruption of Service** – The parties expressly agree that the failure or inability of Contractor to perform its obligations under this Agreement will constitute a breach hereunder, and that any costs and expense reasonable incurred by the Regional District for any replacement services as a result of such a failure or inability will be considered a debt due and owing to the Regional District which the Regional District may set off against any monies owing to the Contractor.
- 7.6 **Termination Assistance** – Upon the expiry or earlier termination of this Agreement for any reason upon the request of the Regional District the Contractor shall, upon reasonable and mutually agreeable terms and conditions, make reasonable efforts to cooperate and assist the Regional District and its replacement contractor to ensure an orderly transfer of the Services under this Agreement.

## 8. **General**

- 8.1 **Workers Compensation** – The Contractor shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act (British Columbia)* and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the Regional District, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.
- 8.2 **Agreement for Services** – This is an Agreement for the performance of services and the Contractor is engaged under this Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Contractor nor any of its employees is engaged by the Regional District as an agent of the Regional District or has the authority to bind the Regional District in any way whatsoever. This Agreement does not create a joint venture or partnership.

- 8.3 **Conflicts of Interest** – The Contractor represents and warrants that neither it nor any of its officers, directors or employees has any financial or personal relationship or affiliation with any Regional District elected official, officer or employee, or any of their immediate family members that the Contractor has not disclosed in writing to the Regional District prior to the execution of this Agreement. The Contractor shall notify the Regional District should any such relationship or affiliation arise during the performance of the Services under this Agreement. If the Regional District at any time discovers the existence of any such relationship or affiliation that was not disclosed to the Regional District before the execution of this Agreement and that, in the Regional District's opinion, in its sole discretion, gives rise to or may give rise to a conflict of interest, the Regional District may terminate this Agreement effectively immediately upon notice to the Contractor.
- 8.4 **Assignment** – No part of this Agreement may be assigned or subcontracted by the Contractor without the prior written consent of the Regional District, which may be refused by the Regional District for any reason or no reason in the absolute discretion of the Regional District, and any assignment or subcontract made without that consent constitutes a breach by the Contractor of this Agreement. Every permitted subcontract or assignment shall provide that the Contractor remains obligated to perform all the Services and its obligations under this Agreement.
- 8.5 **Time of the Essence** – Time is of the essence of this Agreement.
- 8.6 **Notice** – Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier to the addresses set out on the first page of this Agreement, or sent by e-mail, as follows:
- (a) To the Regional District:
- qathet Regional District  
E-mail Address: administration@qathet.ca  
Attention: Jason Kouwenhoven, Manager of Environmental Services
- (b) To the Contractor:
- [NAME]  
E-mail Address: \_\_\_\_\_  
Attention: \_\_\_\_\_
- or to such other address, e-mail address or fax number of which notice has been given as provided in this section. Any notice, direction, demand, approval or waiver delivered is to be considered given on the date it is delivered. Any notice, direction, demand, approval or waiver sent via e-mail is to be considered given

on the day it is sent if sent prior to 4:30 p.m. local time on a business day and any email otherwise sent shall be considered given on the next business day.

- 8.7 **Governing Law** – This Agreement is governed by and is to be interpreted according to the laws of British Columbia.
- 8.8 **Binding on Successors** – This Agreement enures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.
- 8.9 **Entire Agreement** – This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.
- 8.10 **Waiver** – Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of the agreement of the parties to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

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

**qathet Regional District**

\_\_\_\_\_  
Regional Board Chair

\_\_\_\_\_  
Chief Administrative Officer

**Contractor**

**Witness**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

## **SCHEDULE A**

### **FEES**

***(This schedule will be populated using the pricing table negotiated with the successful proponent)***

**SCHEDULE B**  
**SCOPE OF WORK**

*(Appendix F Section F3 – Scope of Work to be attached)*



**GENERAL CONDITIONS OF THE CONTRACT**

**GC-1 Contract Documents**

- 1.1 Nothing contained in the Contract Documents shall create any contractual relationship between qRD and a subcontractor, a supplier, or their agent, employee, or other person performing any of the Works.
- 1.2 qRD shall provide the Contractor, without charge, sufficient copies of the Contract Documents to perform the Works.

**GC-2 Assignment**

- 2.1 Neither party to the Contract shall assign or transfer the Contract or any part thereof without the written consent of the other, which consent shall not be unreasonably withheld.

**GC-3 Control of the Works**

- 3.1 The Contractor shall have total control of the Works and shall effectively direct and supervise the Works so as to ensure conformity with the Contract Documents.
- 3.2 The Contractor shall comply with all federal, provincial and local laws, ordinances, codes, bylaws, rules and regulations relating to the execution of the Works.

**GC-4 Changes in the Works**

- 4.1 qRD may issue to the Contractor a written change order to make changes to the Works, omit part of the Works, or require additional Works.
- 4.2 A change order shall form a schedule to this Agreement and the terms of the change order shall prevail over any other provision of the Agreement, in the event of an inconsistency between them.
- 4.3 qRD and the Contractor shall appraise the value of the changes to the Works specified by the change order, and within ten (10) calendar days of receipt of the change notice, agree on the new price to be paid for the Works.

**GC-5 Protection of Persons and Property**

- 5.1 The Contractor shall protect the Works and qRD's property from damage, which may arise as a result of the Contractor's operations under the Contract, and shall be responsible for such damage, except damage, which occurs as the result of error in the Contract Document.
- 5.2 The Contractor shall conduct operations with minimum interference to public or private accesses and will maintain protected egress and access at all times. If any of the Works

requires limited access closure, the Contractor must communicate details of closure with public stakeholders in advance of closure.

- 5.3 The Contractor will provide and maintain all legal and necessary guards, railings and warning signs during the execution of the Works to fully protect all persons and qRD from loss, damage, death or injury through the neglect, carelessness or incompetence of the Contractor or his employees or the condition or handling of equipment.
- 5.4 The Contractor shall be responsible for any needed traffic control into or around the work site. This work will need to be coordinated with qRD.
- 5.5 The Contractor shall protect any site improvements such as existing landscaped and asphalt areas.

<b>GC-6 Insurance</b>
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- 6.1 The Contractor shall, at their own expense, continuously maintain in force during the term of this Agreement, for the benefit of qRD, its servants and agents, and of the Contractor, its servants and agents, **Commercial General Liability Insurance** against claims for personal injury, death or property damage arising from the performance by the Contractor of its obligations under this Agreement, such insurance to afford protection to the limit of not less than five million dollars (\$5,000,000) in respect of each occurrence. Each policy shall provide for non-cancellation or material change without the Insurer giving at least thirty (30) calendar days' notice to qRD. qRD shall be listed as a "Additional Insured".
- 6.2 The Contractor shall, at their own expense, continuously maintain in force during the term of this Agreement, **Motor Vehicle Insurance**, including bodily injury, death and property damage in an amount no less than two million dollars (\$2,000,000) per occurrence from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Works.
- 6.3 The Contractor shall furnish qRD with a certificate(s) of insurance as evidence that such insurance as specified in Sections GC6.1 and GC6.2 of this Agreement is in force including evidence of any insurance renewal or policy or policies. Every certificate(s) of insurance shall include certification by the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
- 6.4 The Contractor will be responsible for deductible amounts under the insurance policies.
- 6.5 All of the Contractor's insurance policies will be primary and not require the sharing of any loss by qRD or any insurer of qRD.
- 6.6 The Contractor acknowledges that any requirements by qRD as to the amount of coverage under any policy of insurance will not constitute a representation by qRD that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

6.7 Maintenance of such insurance and the performance by the Contractor of their obligation under this clause shall not relieve the Contractor of liability under the indemnity provisions set forth herein.

- a. **"Prime Contractor"** means, in relation to a multiple-employer workplace,
  - i. the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the Prime Contractor for the purposes of this Part, or
  - ii. if there is no agreement referred to in paragraph (a), the owner of the workplace.
- b. The Prime Contractor of a multiple-employer workplace must:
  - i. ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
  - ii. do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulations in respect to the workplace.
- c. Each employer of workers at a multiple-employer workplace must give to the Prime Contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

performance of the Works including the Contractor's obligations during the maintenance period, issued by a Surety licensed to carry on the business of suretyship in the province of British Columbia and in a form acceptable to the qRD.

<b>GC-7 Prime Contractor</b>
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- 7.1 The Contractor shall, for the purposes of the *Workers Compensation Act*, and for the duration of the Work of this Contract:
  - a. be the "Prime Contractor" for the "work site"; and
  - b. do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the *Act* and its regulations, as required to ensure the health and safety of all persons at the "work site".
- 7.2 The Contractor shall direct all sub-contractors, sub-subcontractors, other contractors, employers, workers and any other persons at the "work site" on safety related matters, to the extent required to fulfill its "Prime Contractor" responsibilities pursuant to the *Act*, regardless of:
  - a. whether or not any contractual relationship exists between the Contractor and any of these entities; and
  - b. whether or not such entities have been specifically identified in this Contract.

<b>GC-8 WorkSafeBC</b>
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- 8.1 The Contractor shall be solely responsible for construction health and safety within the working areas and for compliance with the *Occupational Health and Safety Act* and Regulations. Therefore, to avoid any misunderstanding as to the extent of the Contractor's responsibility, the Contractor, by executing the Contract unequivocally acknowledges that the Contractor is the Prime Contractor within the meaning of the *Workers Compensation Act*.
- 8.2 The Contractor shall, at its own expense, obtain WorkSafeBC coverage and shall provide evidence of good standing for all its employees working on this Agreement.
- 8.3 At any time during the term of the Contract, when requested by qRD, the Contractor shall provide such evidence of compliance by the Contractor and Subcontractor(s).

#### **GC-9 Indemnification**

- 9.1 The Contractor acknowledges that qRD, in the preparation of the Contract Documents, supply of oral or written information to Contractors, review of Tenders or the carrying out of qRD's responsibilities under this Agreement, does not owe a duty of care to the Contractor and the Contractor waives for itself, its successors and assigns, the right to sue qRD in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the Request for Tender, supply of oral or written information to Proponents, review of Tenders, or carrying out of qRD's responsibilities under this Agreement.
- 9.2 The Contractor hereby releases and shall indemnify and save harmless qRD, its officers, agents, employees and volunteers of and from any and all claims, costs, damages, actions, causes of action, losses, demands, payments, suits and expenses, legal fees or liability whatsoever (collectively "Claims") arising from, related to, occasioned by or attributable to:
- a. the errors, omissions or negligent acts of the Contractor, its employees, agents, and subcontractors, in connection with or resulting from the provision of any Works or service which is the subject of this Agreement;
  - b. the breach or non-performance of this Agreement by the Contractor; or
  - c. personal injury including death, property damage and loss arising out of, suffered or experienced by any person in connection with or resulting from the provision of any Works or service which is the subject of this Agreement.

The release and indemnity contained in this Agreement shall not apply to the extent that the Claims arise from the gross negligence or wilful misconduct of qRD, its employees or volunteers.

- 9.3 The provisions of these indemnity clauses will survive termination or completion of the Agreement.

#### **GC-10 Disclaimers/Limitations of Liability**

- 10.1 Nothing herein contained will be construed or considered to authorize or empower the Contractor to act as agent for qRD and the Contractor shall not conclude or contract or

agree or make any commitment, representation or warranty which binds qRD or otherwise act in the name of or act on behalf of qRD.

- 10.2 Execution of an Agreement shall not constitute approval of any activity or development contemplated in any Tender that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw. It is the responsibility of the Contractor to obtain such prior to commencement of the services under the proposed contract.

#### **GC-11 Relationship**

- 11.1 The legal relationship between the Contractor and qRD arising pursuant to this Agreement shall only be that of an independent contractor and purchaser of such services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and qRD to be that of employee and employer.
- 11.2 This Agreement shall not prevent either party from entering into similar agreements for services from or to others.

#### **GC-12 Warranty**

- 12.1 All materials furnished and Works performed by the Contractor must be warranted for a period of one (1) year from date of substantial completion, unless specified otherwise in the Contract. Defects, faulty materials and failures, which occur during the warranty period, shall be rectified to the satisfaction of qRD at the cost of the Contractor.
- 12.2 The Contractor shall be responsible for the proper performance of the Works to the extent that the Contract Documents permit such performance.
- 12.3 qRD shall promptly give the Contractor notice in writing of observed defects and deficiencies that occur during the warranty period.
- 12.4 The Contractor shall correct promptly, at the Contractor's expense, defects or deficiencies in the Works, which appear during the warranty period, specified in the Contract Documents and shall correct or pay for damage resulting from the defects or deficiencies.

#### **GC-13 General**

- 13.1 Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context of the parties so requires.
- 13.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.
- 13.3 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

**MONTHLY INVOICE**  
(sample form only)

**Company Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City, Province, Postal Code** \_\_\_\_\_  
**Phone, Fax** \_\_\_\_\_  
**Email** \_\_\_\_\_

**Contract Name:** \_\_\_\_\_

**Invoice #:** \_\_\_\_\_

**Invoice Date:** \_\_\_\_\_

**Billing Period:** \_\_\_\_\_

Details		
<b>Depot Name 1</b>		
Hours worked during month	# of hours worked	
Contract rate	(rate x quantity)	\$
Other pre-approved fees		\$
<b>Depot Name 2</b>		
Hours worked during month	# of hours worked	
Contract rate	(rate x quantity)	\$
Other pre-approved fees		\$
<b>Etc.</b>		
<b>Subtotal</b>		\$
GST		\$
PST (if applicable)		\$
<b>Invoice Total</b>		\$

**WORKSAFEBC SAFETY AGREEMENT**

(To be filled out upon Tender award and acceptance)

**BETWEEN:**

qathet Regional District  
#202-4675 Marine Avenue  
Powell River, BC V8A 2L2

(hereinafter called "qRD")

**AND:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

(hereinafter called the "Contractor")

For the purposes of this safety agreement, the "Contractor" refers to any sub-contractor or to any designated Prime Contractor or any other worker as defined by the *Workers Compensation Act*.

The Contractor agrees to adhere to all of the *Workers Compensation Act* Regulations as set out in the *Occupational Health and Safety Regulation*, B.C. Reg. 296/97, as may be amended from time to time (the "Regulation") as well as the provisions of the *Workers Compensation Act*, RS2019, c. 1, as amended (the "Act").

Without limiting the generality of the foregoing, the Contractor agrees:

1. In every case the Regulation shall be followed by the Contractor, as well as any existing policies or procedures that qRD has developed and implemented. These shall be followed without exception.
2. In the opinion of the Contractor, if by following a policy or procedure for a particular task as set out by qRD, a worker is put at increased risk, the Contractor will seek a written change of policy or procedure from qRD applicable only to that particular job situation before proceeding with the task.
3. Contractors are expected to have read and to enforce every section of the Regulation that pertains to the job at hand, to understand the Regulation and what it means to the supervisor and to all of the workers, and to ensure that each worker under their

supervision follows the Regulation. Contractors are also expected to know and adhere to the Policies and Procedures issued by WorkSafeBC.

4. The *Act* stipulates that qRD is required to enforce the *Act* and the Regulation and to report any infraction of the *Act* or Regulation. The Contractor accepts that qRD will be conducting periodic checks of the Contractor during the Contractors' Works for qRD and will be asking the Contractor to comply with the *Act* and/or Regulation in the event any contravention is observed. If the contravention is serious enough, the Contractor will be asked to leave the work site and will forfeit the Contract with qRD.
5. For the purposes of streamlining large construction projects and multiple employer work sites, qRD reserves the right to designate a Prime Contractor amongst contractors who are working on a job-site together. A designated person employed by the Prime Contractor will be appointed by qRD to act as the coordinator of the other contractors on that job-site, and will ensure that each of the contractors on the job site are following the *Act* and the Regulation including any site-specific policies and procedures. This includes having in place an approved WorkSafeBC Safety Program, and a list of the qualified persons amongst the other contractors who have been designated to be responsible for each of the other contractors' site health and safety activities.
6. It is the responsibility of the Contractor to determine whom qRD has appointed as the Prime Contractor for the work site and to comply with the requirements set out in the foregoing.

**NOTE:**

- a) All the foregoing constitutes requirements of WorkSafeBC for any workplace in the Province of British Columbia and constitutes qRD's expectations for contractors working on any of qRD's work sites.
- b) Payment of WorkSafeBC assessments by the Contractor does not preclude the responsibility of the Contractor for any of the foregoing.

THIS AGREEMENT MADE THE \_\_\_\_\_ day of \_\_\_\_\_, 2026.

in \_\_\_\_\_ in the Province of \_\_\_\_\_  
(city)

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
President or Owner (signature)



## **SCOPE OF WORK**

### **F1. Background**

The qathet Regional District (qRD) is a local government authority in British Columbia responsible for the delivery of solid waste management services across a geographically diverse and predominantly rural region. The qRD's jurisdiction includes the City of Powell River and five electoral areas, including Texada, Savary, and Lasqueti Islands.

Through a combination of qRD staff, contracted services, and partnerships with community organizations, the qRD delivers waste diversion and disposal services with the objective of reducing the amount of material requiring landfill disposal for both environmental and economic reasons.

The qRD has entered into agreements to provide residential recycling services under Extended Producer Responsibility (EPR) programs, including the Recycle BC Packaging and Paper Products (PPP) program, which is administered under an approved EPR plan with the Province of British Columbia. To support this program, the qRD provides a network of recycling depots where residents may drop off accepted recyclable materials.

The qRD currently operates five community recycling depots that primarily offer Recycle BC PPP services through contracted operators. These depots are located in both urban and rural communities and serve as key access points for residents to participate in the regional recycling program. Existing service arrangements for the operation of these depots are approaching expiry, and the qRD is therefore seeking proposals from qualified and experienced contractors to operate these facilities on its behalf.

Some depot locations may also support additional waste diversion or community services operated independently by the contractor or third parties. While the qRD does not require the provision of services beyond the Recycle BC PPP program, it recognizes the value of a "one-stop" approach for residents and encourages such opportunities where they can be provided in a manner that is operationally feasible and fully compliant with program requirements.

### **F2. Overview**

The Tender relates to the operation of five recycling depots at the locations listed below. These depots primarily offer the Recycle BC PPP program, but may also offer other recycling and compost services at each location. Depots must be open to the public during the hours and days shown, with the exception of statutory holidays where the depots are closed. The approximate volume of recyclable material collected at each depot in 2025 is provided below to help illustrate material handling requirements, however these volumes are not guaranteed.

## DEPOT LOCATIONS, HOURS, AND MATERIAL VOLUMES

Depot	Days	Hours	Mega Bags	Tonnes
Gillies Bay Community Depot  4913 Gillies Bay Rd, Texada Island, BC	Wednesday, Friday, Saturday	9:00 am – 5:00 pm	375	22
Van Anda Community Depot  2057 Gillies Bay Rd, Texada Island, BC	Tuesday, Thursday	9:00 am – 5:00 pm	375	22
Tla'amin Community Depot  4885 Hwy 101, Powell River, BC	Tuesday to Saturday	9:00 am – 5:00 pm	664	38
qathet South Community Depot  2101 Ramsay Rd, Powell River, BC	Tuesday to Saturday	9:00 am – 5:00 pm	670	43
Lund Community Depot  1444 Hwy 101, Lund, BC	Summer (Jul - Aug): Thursday – Monday  Regular (Sep – Jun): Wednesday to Saturday	10:30 am – 4:30 pm	349	24

### Closure for Statutory Holidays

Proponents are advised that the recycle depots may be closed on the following Statutory Holidays each year. Any other planned closures or interruptions to the normal operating schedule must be communicated to the qRD in advance, where possible. Unexpected closures must also be communicated to the qRD as soon as practical.

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- British Columbia Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day

### F3. Scope of Work

## SECTION 1. INTERPRETATION

### 1.1 Definitions

In this Scope of Work, the following terms will have the following meanings:

**“Container”** means any container used for storage of In-Scope PPP at a Depot.

**“Corrugated Cardboard”** or **“OCC”** means paper-based material consisting of a fluted corrugated sheet and one or two flat linerboards.

**“Customer”** means all British Columbia residential users of the Services at a Depot listed in the Service Area.

**“Depot”** means a location operated by Contractor to which In-Scope PPP can be delivered by Customers, and includes all surrounding portions of such site from the public entranceway onward, including any parking lots, buildings, and storage facilities.

**“Designated Post-Collection Service Provider”** means the entity, designated by qRD, responsible for removing the Contractor-collected In-Scope PPP from the Depot.

**“In-Scope PPP”** mean the PPP set out in Attachment 2 and such other materials identified as In-Scope PPP by qRD in writing from time to time.

**“Industrial, Commercial, and Institutional”** or **“ICI”** means any operation or facility other than a residential household, including: industrial operations of any size; commercial operations of any size including small businesses with one or more employees, retail stores, offices, strip malls, and vacation facilities such as hotels, motels, cottages, cabins and rental, co-operative, fractional ownership, time-share or condominium accommodation associated with sports and leisure facilities (e.g., ski resorts); and, institutional operations of any size including schools, churches, community buildings, local government buildings, arenas, libraries, fire halls, police stations, social or community service organizations, and residences at which medical care is provided such as nursing homes, long-term care facilities, and hospices.

**“Non-PPP Items”** means any material that is not In-Scope PPP.

**“Reuse”** means conventional reuse where the item is used again whole and intact for the same function (e.g. a refillable milk bottle refilled with milk by a dairy), and next-life reuse where the item is used for a different function (e.g. wine bottle reused to hold flowers).

**“Scavenge,”** means unauthorized rerouting of collected In-Scope PPP to anyone other than the Designated Post-Collection Service Provider. Scavenging does not include the diversion of In-Scope PPP for Reuse.

**“Service Area”** means the Depots at specific physical locations or the Depots that are mobile or transitory when at approved locations, in each case identified in Attachment 1.

“**Services**” has the meaning set out in Section 2.

### **Attachments**

The following Attachments form part of this Agreement.

<b>Attachment</b>	<b>Description</b>
Attachment 1	Service Area Depots
Attachment 2	In-Scope PPP

## **SECTION 2. SCOPE OF SERVICES**

Contractor will provide, on the terms and conditions set out in this Scope of Work, the following Services:

### **2.1 Depot Collection Services.**

The Contractor will collect In-Scope PPP from residential Customers and Depots located within the Service Area as further described in this Section 2.1 (the “**Depot Collection**”) and in accordance with the terms of this SOW.

#### **2.1.1 Service Area.**

- (a) Contractor will perform Depot Collection at the Depots listed in the Service Area.
- (b) The Depots listed in the Service Area may be adjusted, added, or eliminated by the qRD at any time.

#### **2.1.2 PPP Materials.**

- (a) Contractor will collect all In-Scope PPP that customers bring to a Depot.
- (b) Collected In-Scope PPP may not contain more than five percent (5%) by weight of Non-PPP Items. PPP picked-up by the Designated Post-Collection Service Provider consisting of more than five percent (5%) by weight of Non-PPP Items may be subject to rejection by the Designated Post-Collection Service Provider and Service Level Failure Credits.
- (c) Contractor will ensure that individual material categories not contain more than the specified percent of Cross Contamination of In-Scope PPP by weight listed below. Loads of segregated material categories exceeding the weight percentage listed individually (or in the aggregate) may be subject to rejection by the Designated Post-Collection Service Provider.
  - (i) Paper and Cardboard do not contain more than 1% by weight of other In Scope PPP materials categories;
  - (ii) Mixed Containers do not contain more than 3% by weight of other In Scope PPP material categories;

- (iii) Foam Packaging does not contain more than 5% by weight of other In Scope PPP material categories;
  - (iv) Flexible Plastics does not contain more than 5% by weight of other In Scope PPP material categories; and
  - (v) Glass Bottles and Jars does not contain more than 1.5% by weight of other In-Scope PPP material categories.
- (d) Materials collected under this Scope of Work may not contain Hazardous Waste, as that term is defined in the *Environmental Management Act* (British Columbia).
- (e) Contractor will implement and maintain reasonable procedures to ensure that materials deposited into Collection Containers at each Depot comply with the requirements set forth in Section 2.1.2, including procedures to monitor the content of collected material and procedures to notify and reject material from Customers who do not comply with such requirements. Such procedures are subject to review by the qRD at any time. If the qRD determines that such procedures are inadequate, Contractor will adopt such procedures as the qRD may reasonably require in order to ensure compliance with Section 2.1.2.

#### 2.1.3 Collection.

- (a) Contractor will not place unreasonable limits on the quantity of In-Scope PPP delivered by Customers if the In-Scope PPP is from a household.
- (b) Each Depot must be fully staffed when open to Customers. A Depot is considered to be “fully staffed” when staff are physically present at the depot during designated open hours and there are a sufficient number of staff members that staff are able to:
  - (i) regularly check the Collection Containers into which Customers place In-Scope PPP throughout the period of time the Depot is open to Customers,
  - (ii) instruct and direct Customers to place In-Scope PPP in the appropriate Collection Containers or locations,
  - (iii) promptly and regularly remove items that are not In-Scope PPP,
  - (iv) promptly and regularly remove items which Customers did not properly place in the appropriate Collection Containers or locations,
  - (v) communicate with Customers about Contamination problems or improperly sorted
- (c) Contractor will monitor the quality of In-Scope PPP received from Customers. Customers delivering Non-PPP Items are to be instructed to remove these items from future deliveries of In-Scope PPP. The Contractor may refuse to accept Non-PPP Items from Customers.

- (d) Each Depot must be securely fenced and/or locked when closed to Customers.

#### 2.1.4 Containers.

- (a) Containers to be removed from the Depot for Transport of In-Scope PPP by the Designated Post-Collection Service Provider and used by the Contractor to provide Depot Collection will revert to the Post-Collection Service Provider.
- (b) Upon termination or expiration of the Agreement, Containers provided by the Designated Post-Collection Service Provider and used by the Contractor to provide Depot Collection will revert to the Post-Collection Service Provider.
- (c) The provision of any Containers intended to remain at the Depot such that the Container is not removed by the Designated Post-Collection Service Provider will be provided by Contractor. Upon termination or expiration of the Agreement, Containers provided by Contractor to provide the Depot Collection service will remain the property of Contractor.
- (d) Except for the collection of Flexible Plastics, Contractor may not allow Customers to deposit In-Scope PPP into Collection Containers in single-use bags.

#### 2.1.5 Designated Post-Collection Service Provider.

- (a) The Designated Post-Collection Service Provider will pick up the collected in-Scope PPP from each fixed location Depot.
- (b) Contractor will maintain the segregation of all collected In-Scope PPP for pick-up by the Designated Post-Collection Service Provider.
- (c) Contractor will not release In-Scope PPP to anyone other than the Designated Post-Collection Service Provider or dispose of any collected In-Scope PPP.
- (d) Contractor will store In-Scope PPP in a manner acceptable to the Designated Post-Collection Service Provider.

#### 2.1.6 PPP from Industrial, Commercial and Institutional Sources and other potential collectables.

- (a) Contractor will not accept ICI PPP at the Depot. Contractor will implement and maintain rules and procedures acceptable to the qRD to ensure that only Household In-Scope PPP is collected at the Depot.
- (b) Contractor must accommodate added collectable pilot projects. If identified that pilot project will require extra staff, current hourly rates would apply.

#### 2.1.7 Spillage.

- (a) All In-Scope PPP collected at a Depot will be completely contained in Collection Containers at all times, except when material is actually being loaded.
- (b) Any spillage of materials that occurs during Depot Collection will be immediately cleaned up or removed by Contractor at its sole expense. Contractor will keep

accurate records of each occurrence of spillage and of its clean-up, and will make such records of each occurrence of spillage and of its clean-up, and will make such records available to qRD on request, and if requested by qRD, as part of a regular report to be delivered with such frequency as requested by qRD (but not more frequently than monthly). Contractor expressly acknowledges it is solely responsible for any violations of applicable laws that may result from said spillage.

- (c) Without limiting subsection (b) above, any discharge of liquid wastes or oils that may occur at Depots will be promptly cleaned up or removed by Contractor and will be remediated by Contractor at its sole expense. Such clean-up or removal will be documented with photographs, and notice of such clean-up or removal will be provided to qRD in writing. Contractor will comply with all Applicable Laws in respect of ground-water or drainage systems safety and standards.

#### 2.1.8 Schedule.

- (a) The qRD and the Contractor will indicate the day(s) of the week that Depot Collection will occur for each Depot as defined in Section F2.
- (b) The qRD and the Contractor may change the day(s) of the week that Depot Collection will be available to Customers by giving written notice to qRD at least forty-five (45) days prior to the effective date of the proposed change and obtaining written approval from qRD. If qRD approves the proposed change, the qRD and the Contractor will provide Customers with a minimum of thirty (30) days' notice of the schedule change.
- (c) Contractor will provide collection on the day(s) of the week specified in the Contract regardless of weather conditions, unless weather conditions are such that continued operation would result in danger to Contractor personnel, Customers, or property. Contractor will maintain accurate records of all disruptions to Service that are due to hazardous weather, including time closed.

### **SECTION 3. PERFORMANCE STANDARDS AND OPERATIONAL REQUIREMENTS**

#### Customer Service

##### 3.1 Customer Service Requirements

- (a) Contractor will staff Depot with sufficient staff, the number to be pre-approved by the qRD, to provide personal Customer service, educate Customers regarding In-Scope PPP accepted, and avoid Customer delay.
- (b) Contractor will place signage at the Depot to assist Customers in delivering In-Scope PPP to the appropriate areas of the Depot. Signage is to incorporate images and graphics available from qRD/Recycle BC, and should clearly state the Depot's hours of operation, and is subject to approval by qRD.

- (c) Contractor's Customer service office and call center will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call center during office hours for communication with customers and qRD representatives. Customer calls will be taken during office hours by a person, not by voice mail. During all non-office hours for the call center, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls, and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of emergency.
- (d) Contractor will maintain a twenty-four (24) hour emergency telephone number for use by qRD. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for qRD use during all hours, including normal office hours.
- (e) Contractor's Customer service representatives will have instantaneous electronic access to Customer service data and history to assist them in providing excellent Customer service.

### 3.2 Customer Service Representative Staffing.

Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods including telephone, letters, e-mails, and text messages. If staffing is deemed insufficient by qRD to handle Customer complaints and service requests in a timely manner, the Contractor will increase staffing levels to address the performance deficiency.

### 3.3 Promotion and Education.

qRD will have primary responsibility for developing, designing, and executing public promotion, education, and outreach programs. The Contractor will provide qRD with assistance and cooperation, including distributing qRD-developed promotional and educational brochures and assisting with promotion, education, and outreach programs at the direction of qRD. Where Contractor is a local government, Contractor will have primary responsibility for executing public promotion, education, and outreach programs, incorporating qRD-developed communication messages and images in Contractor public promotions, education, and outreach programs.

### 3.4 Personnel Conduct

Contractor personnel performing Depot Collection will at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property.

### 3.5 Facility Standards

Without limiting any other requirements or obligations of Contractor, Contractor will meet or exceed the following standards in respect of Depot Collection.



All Depot facilities will be maintained in a clean and sanitary manner. All collection areas will have appropriate safety markings, all in accordance with applicable law. Equipment will be maintained in good condition at all times. All facilities and the equipment to manage the In-Scope PPP will operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to qRD. All vehicles used by the facility for the management of In-Scope PPP will be equipped with variable tone or proximity activated reverse movement back-up alarms.

### 3.6 SOW Record and Reporting Requirements

In addition to the record keeping and reporting requirements in the Agreement, Contractor will:

- (a) provide a report to the qRD on associated collection metrics necessary to calculate the greenhouse gas emissions associated with the performance of Depot Collection Services no more frequently than once per quarter and no less frequently than once per year.
- (b) Maintain an electronic record of all Customer requests and complaints including: Customer name, contact information (both telephone number and e-mail, if available) and mailing address; date of contact; results of Customer request, complaint, additional follow-up needed, follow-up conducted, results of follow-up, and educational or outreach materials provided.
- (c) Maintain the following records, and such other records as may be requested by qRD:
  - i. Tonnage by the date on which the Designated Post-Collection Service Provider removed the In-Scope PPP from the Depot.
  - ii. Customer communications related to Depot Collection including telephone calls, letters, e-mails and text messages.
- (d) Make all records maintained pursuant to this Scope of Work available to qRD upon request, and if requested by qRD, will provide a regular (but no more frequently than monthly) report to qRD, in a format and by a method approved by qRD, setting out or summarizing (at qRD's discretion) such records as may be indicated by qRD for the reporting period.
- (e) Upon qRD's request, provide up to four ad-hoc reports each year, at no additional cost to qRD. These reports may include Customer service database tabulations to identify specific Service Level or participation patterns or other similar information. Reports will be provided in qRD-defined format and software compatibility. These reports will not require the Contractor to expend more than twenty (20) staff hours per year to complete.

### **3.7 Claims Reporting**

- (a) Contractor will attach depot tags to collection mega bags as per Recycle BC and Collection contractor directions.
- (b) Contractor will submit requests for collection containers and collected material pickups as defined in the Recycle BC Depot Reference and Contact Manual. The Contractor will document all requests and include the Regional District on all supply and pickup communications.

## **SECTION 4. ADDITIONAL TERMS**

- 4.1 No Double Charge - Contractor will not directly or indirectly charge Customers, including by way of tax, levy or other surcharge, for the cost of providing the Services
- 4.2 Reuse - With prior written approval from the qRD, the Contractor may establish a re-use program for certain materials (e.g., books, egg cartons, plant pots). This program will allow residents to collect these items from designated areas at the Depot at no charge, promoting the re-use of materials that are in good condition and can be repurposed.
- 4.3 Scavenging Forbidden\_- Contractor will not Scavenge, or permit any person (including its employees) to Scavenge, any materials from In-Scope PPP that have been delivered by Customers to the Depot at any time and at any location during Contractor's performance of the Services or otherwise.
- 4.4 Shared Services - Contractor may collect material other than In-Scope PPP at the Depot if the activities do not interfere with Depot Collection of In-scope PPP from Customers.
- 4.5 No Exclusivity - Execution of this SOW does not confer to Contractor exclusive access to Customers in the Service Area for the provision of Depot Collection.

## SCOPE OF WORK - ATTACHMENT 1

### APPROVED DEPOTS

Depot Details					
Depot Name	Street Number	Street Name	City	Postal Code	ICI Option
Gillies Bay Community Depot	4913	Gillies Bay Rd	Texada Island	V0N 1W0	None
Van Anda Depot Community Depot	2057	Gillies Bay Rd	Texada Island	V0N 1W0	None
Lund Community Depot	1444	Hwy 101	Area A Lund	V8A 4Z3	None
qathet South Community Depot	2101	Ramsey Road	Powell River	V8A 0K3	None
Tla'amin Community Depot	4885	Hwy 101	Area A Tla'amin	V8A 0B6	None

## SCOPE OF WORK - ATTACHMENT 2

### IN-SCOPE PPP

#### Packaging and Printed Paper Stewardship Plan

##### Packaging

British Columbia's *Environmental Management Act* defines packaging as "a material, substance or object that is used to protect, contain, or transport a commodity or product, or attached to a commodity or product or its container for the purpose of marketing or communicating information about the commodity or product".

This Attachment does not further refine the definition of packaging beyond that provided in the *Environmental Management Act* as described above.

Packaging for purposes of producer obligation and reporting under the PPP Stewardship Plan includes:

- (a) Primary packaging, i.e., packaging that contains the product at the point of sale to the residential consumer;
- (b) Grouped packaging or secondary packaging that goes to the household\*;
- (c) Transportation, distribution, or tertiary packaging that goes to the household†;
- (d) Service packaging designed and intended to be filled at the point of sale and "disposable" items sold, filled, or designed and intended to be filled at the point of sale such as:
  - Paper or plastic carry-out bags provided at checking;
  - Bags filled at the shelves with bulk goods, produce, baked goods, etc.;
  - Disposable plates and cups;
  - Take-out and home delivery food service packaging such as pizza boxes, cups, bags, folded cartons, wraps, trays, etc.;
  - Flower box/wrap;
  - Food wraps provided by the grocer for meats, fish, cheese, etc.;
  - Prescription bottles filled and provided by pharmacists;
  - Paper envelopes for developed photographs;
  - Gift wrapping/tissue paper added by the retailer; and

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\* Multiple packages of product sold in a unit, often wrapped in film plastic.

† May be both the primary packaging for the product and the packaged used to ship the product but is referred to as transportation packaging that goes home with the consumer. For example, household products packaged in corrugated boxes intended for final use or management by the consumer or end user.

- (e) Packaging components and ancillary elements integrated into packaging, including ancillary elements directly hung or attached to a product and which perform a packaging function unless they are an integral part of the product and all elements are intended to be consumed or disposed of together<sup>‡</sup>.

For the purposes of the PPP Stewardship Plan, paper packaging means all paper materials regardless of the cellulosic fibre source of the material including but not limited to wood, wheat, rice, cotton, bananas, eucalyptus, bamboo, hemp, and sugar cane (bagasse) fibre sources.

The plan does not apply to items covered by other stewardship programs, non-PPP items or PPP items used solely in industrial, commercial, and institutional facilities.

### **Printed Paper**

Schedule 5 defines printed paper as “paper that is not packaging, but is printed with text or graphics as a medium for communicating information, and includes telephone directories, but does not include other types of bound reference books, bound literary books, or bound text books”.

For the purposes of the PPP Stewardship Plan, printed paper comprises any type of cellulosic fibre sources including but not limited to wood, wheat, rice, cotton, bananas, eucalyptus, bamboo, hemp, and sugar cane (bagasse) fibre sources.

### **Sources of Packaging and Printed Paper**

Under Schedule 5 of the Recycling Regulation, the packaging and printed paper program is to address residential premises and municipal property that is not industrial, commercial, or institutional property.

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<sup>‡</sup> Examples of this kind of packaging include, but are not limited to: labels and lids hung directly on or attached to the packaging; mascara brush which forms part of the container lid; staples, pins, clips; toy on the top of a candy product which forms part of the lid; devices for measuring dosage that form part of the detergent container lid; plastic make-up case; brush contained in the lid of corrective liquid paper; zipper on a film bag containing a product

**F4. Contract Term and Start Date**

The initial term of the Contract will be three (3) years. The Contract term may be extended for up to two (2) more one (1) year terms, upon mutual agreement of both parties, for a potential total contract term of five (5) years.

Services are to begin on June 1, 2026.

**F5. Other Disclosures**

Site specific information for each Depot is provided as Appendix G to this RFT.

The Contractor will be fully responsible for the costs of any repairs to qRD property and equipment that are damaged by the Contractor during execution of the Work. Required repairs must be approved by the qRD and performed to the qRD's satisfaction.

## **DEPOT DESCRIPTIONS**

The following pages are an overview of the recycling depot sites, buildings, and services available at each location. The qRD strongly recommends that Proponents review this section carefully as working conditions vary by location.

Note that address results in Google do not provide the exact location. Please see photos below.

### **Gillies Bay Community Depot - 4913 Gillies Bay Rd, Texada Island**

#### **Hours**

- Wednesdays, Fridays, and Saturdays: 9:00 am – 5:00 pm

#### **Approximate Annual Material Volume**

- 375 Recycle BC Mega Bags
- 22 tonnes (22,000kgs)

#### **Description**

- The site is located behind the Gillies Bay Community Hall in a treed area with gravel parking lot.
- The depot is a simple covered structure with chain link gate and walls, and tin roof
- This depot is not heated
- Limited electricity is available
- Limited interior lighting is available
- Restroom facilities are available inside the Gillies Bay Community Hall when open

**Note – This is considered an outdoor work location. Working conditions change seasonally.**

#### **Photos**



## Van Anda Community Depot – 2057 Gillies Bay Rd, Texada Island

### Hours

- Tuesdays and Thursdays: 9:00 am – 5:00 pm

### Approximate Annual Material Volume

- 375 Recycle BC Mega Bags
- 22 tonnes (22,000kgs)

### Description

- The site is located near the intersection of Gillies Bay Rd., Blubber Bay Rd, and Legion Rd., on Texada Island. The depot is in a commercial / industrial area with gravel parking lot.
- The depot is a simple covered structure with chain link gate and walls, and tin roof
- This depot is not heated
- Electricity is not available onsite, but may be available through neighboring properties
- Solar lighting is used for interior lighting
- Restroom facilities are not available onsite, but may be available through neighboring properties

**Note – This is considered an outdoor work location. Working conditions change seasonally.**

### Photos





## Tla'amin Community Depot - 4885 Hwy 101, Powell River, BC

### Hours

- Tuesday to Saturday: 9:00 am – 5:00 pm

### Approximate Annual Material Volume

- 664 Recycle BC Mega Bags
- 38 tonnes (38,000kgs)

### Description

- The site is located across from the Salish Centre in a treed area with gravel parking lot.
- The depot is a simple covered structure with chain link gate and walls, and tin roof
- This depot is not heated
- No electricity is available
- Solar lighting is used interior lighting
- Restroom facilities are not provided. A portable toilet rental is recommended.

Note 1 – This is considered an outdoor work location. Working conditions change seasonally.

Note 2 - This depot also supports organics collection which has an additional task of monitoring collection and unlocking & locking the collection bin each day.

### Photos



## qathet South Community Depot - 2101 Ramsay Rd, Powell River, BC

### Hours

- Tuesday to Saturday: 9:00 am – 5:00 pm

### Approximate Annual Material Volume

- 670 Recycle BC Mega Bags
- 43 tonnes (43,000kgs)

### Description

- The site is located on Ramsay Rd. behind the Malaspina Fire Hall, in a treed area with gravel parking lot.
- The depot is a fully enclosed, residential-style, 2 bay garage
- This depot is not heated
- Electricity is available
- Interior and exterior lighting is available
- Restroom facilities are not provided. A portable toilet rental is recommended.

**Note – This is considered an outdoor work location. Working conditions change seasonally.**

### Photos





## Lund Community Depot - 1444 Hwy 101, Lund

### Hours

- Summer (Jul - Aug): Thursday – Monday: 10:30am-4:30pm
- Regular (Sep – Jun): Wednesday to Saturday: 10:30am-4:30pm

### Approximate Annual Material Volume

- 349 Recycle BC Mega Bags
- 24 tonnes (24,000kgs)

### Description

- The site is located beside the Lund Community Hall in a treed area with gravel parking lot.
- The depot currently consists of two small shed structures. Construction of a new depot is planned for 2026.
- This depot is not heated
- Electricity will be available when the new depot is built
- Interior and exterior lighting will be available when the new depot is built
- Restroom facilities are available inside the Lund Community Hall, when open

**Note 1 – This is considered an outdoor work location. Working conditions change seasonally.**

**Note 2 – This depot will be replaced with a new structure in 2026.**

### Photos

