



qathet
REGIONAL DISTRICT

Municipal Solid Waste Hauling

Request for Proposal

PROPOSAL NUMBER: 1220-342

ISSUE DATE: FRIDAY, OCTOBER 23, 2026

CLOSING LOCATION:
operations@qathet.ca

CLOSING DATE AND TIME:
Friday, November 20, 2026 – 4:00 pm Pacific Time

CONTACT INFORMATION:

Caroline Visser
Operational and Cemetery Services Clerk
Tel: 604-485-2260
Email: operations@qathet.ca

NOTE: This RFP contains MANDATORY requirements. All mandatory requirements must be met, or your Proposal will not be reviewed. Please see Section 6.1 – Mandatory Requirements for more information.

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APPENDIX A – Scope of Work

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APPENDIX F – WorkSafeBC Agreement

APPENDIX G – RRC Site Plan

1. REQUEST FOR PROPOSAL

1.1 Purpose

The qathet Regional District (qRD) is seeking proposals from competent and capable transportation service providers to haul municipal solid waste (MSW) from the Resource Recovery Centre (RRC) in Powell River, B.C. to the Westran Services Intermodal Facility (Westran) in New Westminster, BC. The qRD moves approximately 6,300 metric tonnes of MSW annually and averages 260 shipments per year.

The successful proponent will be responsible for transporting MSW from the RRC to the Westran facility, using RDC rail containers and returning empty rail containers to the RRC in Powell River, for a five (5) year contract term.

Sealed Proposals must be submitted to qRD at the Closing Location and before the Closing Date and Time as indicated on the cover page of this RFP.

For further information and all inquiries, contact Caroline Visser, Operational and Cemetery Services Clerk, 604-485-2260 or operations@gathet.ca.

1.2 Registration of Intent to Respond

If you intend to submit a Proposal for the Municipal Solid Waste Hauling, the qRD can supply you directly with any Addenda or other correspondence related to this RFP. Email operations@gathet.ca to advise of your intent to submit a Proposal. Please provide the following information in your email:

- a) Statement that you intend to respond to 1220-342 Municipal Solid Waste Hauling RFP**
- 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.

1.3 Confirmation of Proponent's Intent to Be Bound

A Proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound, found at Appendix D, without alteration.

2. RFP PROCESS RULES

2.1 Definitions

Throughout this RFP, the following definitions apply (and the singular is interchangeable with the plural).

“Addenda” means all additional information regarding this RFP including Amendments to the RFP.

“Amendment” means a change to the RFP that results in posting an updated version of the RFP requiring Proponents to submit a new Proposal to the RFP as amended.

“BC Bid” means the BC Bid website located at <https://www.bcbid.gov.bc.ca>.

“Closing Date and Time” means the closing time and date for this RFP as set out in the “RFx general information” section of the opportunity on BC Bid, and as indicated on the RFP cover page.

“Closing Location” means the email address indicated on the RFP cover page.

“Contact Person” means the individual serving as the official RFP contact person for the qRD as stated on the RFP cover page.

“Contract” or **“General Service Agreement”** means a written agreement executed by the qRD and the Contractor as a result of this RFP.

“Contractor” means the successful Proponent to the RFP who enters into a Contract with the qRD.

“Government Electronic Mail System” means the electronic mail system of the qRD.

“must”, or **“mandatory”** means a requirement that must be met in order for a Proposal to received consideration.

“Proponent” means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract, that submits a Proposal (see also “You” and “Your”).

“Proposal” means a written response to the RFP and includes the information and documentation, if any, required by the applicable Response Form(s), including the Appendix D – Proposal Submission Form that is submitted by a Proponent (see also “Submission”).

“Proposal Declaration Form” means the form so identified and named in the RFP for use with Proposals.

“qRD” means the qathet Regional District.

“qRD website” means the website located at <https://www.qathet.ca>.

“Request for Proposals” or **“RFP”** means this solicitation process described on BC Bid or the qRD website, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the qRD by Addenda.

“Response Form” means Appendix D – Proposal Submission Form and any other document that is required to be submitted, if any.

“should”, “may” or **“weighted”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

“Submission” has the same meaning as Proposal.

“You” and **“Your”** has the same meaning as Proponent.

2.2 Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including all appendices, Addenda and these RFP process rules.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s Proposal. Proponents must complete and submit Appendix D – Proposal Submission Form.

2.3 Submission of Proposals

- a) Proposals must be received before the Closing Date and Time by email to the Electronic Submission email address specified on the cover page of this RFP.
- b) The Proponent is solely responsible for ensuring that the qRD receives a complete Proposal, including all attachments or enclosures, before the Closing Date and Time.
- c) The maximum size of all email attachments combined is required to be 20 MB or less.
- d) Proponents should submit email Proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions to reduce attachment file size to be within the maximum applicable size. Proponents should identify the order and number of emails making up the email Proposal submission (e.g. “email 1 of 3, email 2 of 3...”).
- e) For email Proposal submissions sent through multiple emails the qRD reserves the right to seek clarification or reject the Proposal if the qRD is unable to determine what documents constitute the complete Proposal.

- f) By submitting a clear and detailed written notice by email to the Contact Person, the Proponent may revise or withdraw its Proposal before the Closing Date and Time. Upon the Closing Date and Time, all Proposals become irrevocable as set out in Section 2.6 – Proposal Irrevocability.

2.4 Amendments and Addenda

Proponents should continually monitor the RFP as published on BC Bid and the qRD website in the event that any Amendment or Addenda to the RFP have the effect of requiring a Proponent to submit a new Proposal to the RFP in lieu of any Proposal submitted before the Amendment or Addenda was issued. All Amendments will be noted in the amendment reason section on BC Bid. All Addenda will be noted on the “addenda” menu tab.

It is the sole responsibility of the Proponent to check for Addenda and Amendments on BC Bid or the qRD website.

2.5 Late Proposals

Only Proposals received before the Closing Date and Time will be considered to have been received on time. Proposals received late will not be considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by the Government Electronic Mail System at the Closing Location will prevail whether accurate or not.

2.6 Proposal Irrevocability

Proposals will be open for acceptance and irrevocable for at least ninety (90) calendar days after the Closing Date and Time.

2.7 Pricing

Without limiting any terms or conditions set by the qRD in this RFP, including any applicable Proposal Response Form, prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

2.8 Changes to Proposals

The Proponent may revise or withdraw its Proposal before the Closing Date and Time by submitting a clear and detailed written notice by email to the Contact Person. Upon the Closing Date and Time, all Proposals become irrevocable as set out in Section 2.6 - Proposal Irrevocability. The Proponent will not change any part of its Proposal after the Closing Date and Time unless requested by the qRD for purposes of clarification.

2.9 Conflict of Interest, Unfair Advantage, Bias and No Lobbying

- a) By submitting a Proposal, the Proponent confirms that the current or past employment or other interests or relationships of the Proponent (including a Proponent’s sub-contractors and named personnel, if any) do not create or lead to any actual, potential or perceived conflict of interest, unfair advantage, bias or

reasonable apprehension of bias that would favour the Proponent (including a Proponent's sub-contractors and named personnel, if any) with respect to the procurement process.

- b) A Proponent may be disqualified if the Proponent's (including a Proponent's sub-contractors and named personnel, if any) current or past corporate or other interests may, in the qRD's opinion, give rise to an actual or potential conflict of interest, unfair advantage or reasonable apprehension of bias that would favor the Proponent (including a Proponent's sub-contractors and named personnel, if any) and thereby import unfairness into the Procurement process. This includes, but is not limited to, involvement by a Proponent (including a Proponent's sub-contractors and named personnel, if any) in the preparation of the RFP or a relationship with any employee, contractor or representative of the qRD involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, unfair advantage or reasonable apprehension of bias, the Proponent should consult its own advisors and notify and consult with the Contact Person prior to submitting a Proposal.
- c) A Proponent must not attempt to influence the outcome of the RFP 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 the qRD, including members of the evaluation committee and any elected officials of the qRD, or with the media, may result in disqualification of the Proponent.

2.10 Sub-contractors

- a) Unless the RFP states otherwise, the qRD will accept Proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the Proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The qRD will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- b) All sub-contractors, including affiliates of the Proponent, should be clearly identified in the Proposal.
- c) A Proponent may not sub-contract to a firm or individual whose current or past corporate or other interests may, in the qRD's opinion, give rise to a conflict of interest, unfair advantage, bias or reasonable apprehension of bias as set out in Section 2.9 - Conflict of Interest, Unfair Advantage, Bias and No Lobbying.
- d) Where applicable, the names of approved sub-contractors listed in the Proposal will be included in the Contract. No additional sub-contractors will be added, nor other changes made to this list in the Contract, without the written consent of the qRD.

2.11 Evaluation

- a) Proposals will be assessed in accordance with the evaluation criteria identified in Section 6 - Evaluation and will be reviewed by an evaluation committee formed by the qRD. The qRD will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) The qRD is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.

2.12 Contract

- a) By submitting a Proposal, the Proponent agrees that, should its Proposal be successful, the Proponent will enter into a Contract with the qRD on substantially the same terms and conditions set out in Appendix E – Draft Contract Agreement, and such other terms and conditions to be finalized to the satisfaction of the qRD, if applicable.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to providing the goods or services until the occurrence of both such events.
- c) If a Proposal contains content or text that means, or could be construed to mean, that the Proponent does not accept Appendix E – Draft Contract Agreement (or any associated content, Schedules, etc.), such Proposal content or text may result in the Proposal being noncompliant and eliminated from the RFP process.
- d) If an interested supplier has any questions about the form of contract, the supplier should pose any questions to the Contact Person before the Closing Date and Time or, if applicable, any Enquiries Deadline.

In addition, interested vendors and Proponents should carefully review the entire RFP, including these RFP process rules.

2.13 Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the qRD within thirty (30) calendar days of notification of the successful Proponent, the 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 RFP process and not enter into a Contract with any of the Proponents.

2.14 Debriefing

- a) At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the qRD. At the option of the qRD, any debriefing meeting may be held by telephone conference or in-person meeting.
- b) Any information provided to a Proponent in the debriefing will relate solely to that Proponent and its Proposal and not to any other Proponent or Proposal. Any

information provided by the qRD in good faith during a debriefing shall not be used against the qRD or its representatives in any way whatsoever, including in any legal action.

2.15 Limitation of Liability and Proponents Expenses

- a) By submitting a Proposal, the Proponent agrees on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates and successors or assigns, that they will not make claims for and otherwise irrevocably waives any claims whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the RFP or with respect to the RFP competitive process, including claims for costs, expenses and loss of profits if no Contract is made with the Proponent, or any other Proponent.
- b) Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a Proposal and for subsequent finalizations, if any, with the qRD.

2.16 RFP Information Disclaimer

While the qRD has used efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the qRD, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

2.17 No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any Proposal will not necessarily be accepted. The RFP does not commit the qRD in any way to award a Contract.

2.18 No Implied Approvals

Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit, or licence pursuant to any federal, provincial, regional district or municipal statute, regulation, or bylaw.

2.19 Legal Entities

The qRD reserves the right in its sole discretion to:

- a) disqualify a Proposal if the qRD is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole

proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the qRD that the Proponent has the power and capacity to enter into the Contract; and

- c) not enter into a Contract with a Proponent if the Proponent cannot satisfy the qRD that it is the same legal entity that submitted the Proponent's Proposal.

2.20 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the qRD reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Date and Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the Proposal or Proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a Proposal;
- d) to request clarification(s) from a Proponent with respect to its Proposal, including clarification(s) with respect to its Proposal on non-material administrative matters (e.g., a matter that is not scored); or where Proposal provisions are ambiguous, without any obligation to make such a request to any other Proponents, and consider such clarification(s) in evaluating the Proposal;
- e) to reject any Proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the qRD, or any material error, omission or misrepresentation in the Proposal;
- f) at any time, to reject any or all Proposals;
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means (including, a future solicitation) or do nothing; and
- h) to exclude a Proponent from participation in the RFP, at any point in the RFP process, where there is supporting evidence, on grounds of Proponent:
 - i. bankruptcy;
 - ii. false declarations or misrepresentations;
 - iii. significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the qRD;
 - iv. final judgments in respect of serious crimes or other serious offences;
 - v. engaging in conduct prohibited by the *Competition Act* such as bid rigging as described in Section 47 of the *Competition Act*, or engaging in conspiracies, agreements or arrangements between competitors as described in Section 45 of the *Competition Act*;

- vi. professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent; and
- vii. or failure to pay taxes.

2.21 Ownership of Proposals

All Proposals and other records submitted to the qRD in relation to the RFP become the property of the qRD and, subject to the provisions of the Freedom of Information and Protection of Privacy Act and the RFP, will be held in confidence.

2.22 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Date and Time it may be required to enter into a confidentiality agreement with the qRD in order to obtain access to confidential materials relevant to preparing a Proposal.

2.23 Alternative Proposals

If more than one approach to deliver some or all of the services described in the RFP are offered, Proponents should submit the alternative approach in a separate Proposal clearly identified as an alternative to a different Proposal submitted by the Proponent in response to the RFP. Failure to abide by this rule may result in the disqualification of a Proposal.

2.24 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any sub-contractors. If the RFP requires Proponents to provide the qRD with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the qRD. Such written consents should specify that the personal information may be forwarded to the qRD for the purposes of responding to the RFP and used by the qRD for the purposes set out in the RFP. The qRD may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the qRD.

2.25 Enquiries to Contact Person

Enquiries related to this RFP, including any requests for information or clarification, may only be directed in writing to the Contact Person at the email address identified on the cover page of this RFP. The Contact Person will respond if time permits before the Closing Date and Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid and the qRD website by Addenda or Amendment. Despite the foregoing, the qRD may choose in its sole discretion not to respond, respond

in whole or in part, or reformulate enquiries in whole or in part. The qRD may in its sole discretion choose whether to post any such enquiries (as reformulated if reformulated) and responses to BC Bid and the qRD website or otherwise distribute to Proponents.

3. SCOPE OF WORK

Scope of Work is found at Appendix A.

4. CONTRACT

- a) Appendix E – Draft Contract Agreement sets out the form of contract or the select base terms and conditions.
- b) Any form of Contract will also require Contractors to comply with qRD policies, as they may be established and or updated from time to time. The relevant policies will be shared with the successful Proponent as circumstances require.

5. PROPOSAL FORMAT

Proposal Format is found at Appendix B.

6. EVALUATION

Evaluation criteria is found at Appendix C

SCOPE OF WORK

The qRD exports Municipal Solid Waste (MSW) for landfilling at Roosevelt Regional Landfill in Washington State, USA via the Westran Services Intermodal facility in New Westminster, BC. This landfill in Washington is owned by the Regional Disposal Company (RDC), a subsidiary of Republic Services (RS), who also supply the empty intermodal containers used for shipping municipal solid waste (MSW).

MSW means refuse that originates from residential, commercial, institutional, demolition, land clearing or construction sources, as defined under the BC Environmental Management Act.

The successful service provider will be responsible for transporting empty and loaded containers between the Westran facility located at 76 Braid Street, New Westminster, BC and the RRC facility located at 4924 Marine Ave. Powell River, BC. Based on shipping data from recent years, the qRD expects to ship 6,300 metric tonnes of MSW across 260 shipments per year. The actual volume of material and quantity of shipments is not guaranteed and is expected to vary slightly from these estimates.

The successful respondent will demonstrate the ability to supply transportation services as well as back-up equipment and service capacity to ensure uninterrupted service at all times, for a five (5) year contract term.

1. Service Details

The successful service provider is expected to:

- a) Truck MSW in RDC rail containers from the RRC to the Westran facility in New Westminster and return empty rail containers to the RRC. This includes marine transport of the RDC rail containers between the qRD and the BC Mainland;
- b) Ensure that all loads of MSW are weighed at the RRC prior to leaving this facility and comply with legal axle weights. The RRC scale house will provide split-weights for each axle group. Typical loads contain a minimum of 22 and a maximum of 26 tonnes of MSW per container. It will be the responsibility of the driver to adjust the hitch position on the haul truck to properly distribute weight over the axle groups. It will be the responsibility of the qRD and its contractors to remove excess material if a container is overweight.
- c) Work closely with the qRD and RDC to ensure safe and uninterrupted service; and
- d) Perform all other duties and obligations necessary to successfully execute the Deliverables.

To meet these needs the successful service provider should:

- a) Possess a minimum of five (5) years relevant experience in commercial transportation of goods with 48 foot and 53 foot trailers;

- b) Possess the ability to efficiently haul the qRD's MSW to the Westran facility and return empty rail containers to the RRC.
 - i) The hauling will include road and marine transport between the RRC and the Westran facility.
 - ii) The hauling will include daily swapping of empty and loaded containers at the RRC Transfer Station loading area.
 - iii) The service provider must ensure that the qRD has an empty rail container at the RRC at all times including during seasonal peaks when volumes may increase beyond one (1) rail container load per day. For example, the qRD will be filling one rail container and requires that there is another rail container waiting on standby at all times to enable efficient loading practices at the RRC.
- c) Possess the ability to provide no less than two (2) dedicated chassis and tractor hauling services to manage 48 foot and 53 foot open top rail containers.
- d) The chassis that are provided by the service provider can be anywhere from 48 feet to 53 feet long.
 - i) It will be the responsibility of the service provider to ensure that their chassis are fully compatible with RDC's rail containers.
 - ii) It is the responsibility of the service provider to ensure that the tractor, chassis and rail container combination is able to navigate the RRC layout including reversing into the commercial transfer station building. See site layout on Appendix G
 - iii) The commercial transfer station has a dedicated loading bay with bay doors that measuring 12 feet wide by 13 feet, 6 inches tall. The chassis and rail container combination must be backed through this door, into the loading position in the basement of the transfer station. See photos of Loading Bay in Appendix G. Detailed building drawings are available on request.
- e) Possess no less than two (2) highway tractor units registered in the service Provider's name. Please provide the details including the age for all equipment that will be used to provide this service.
- f) Supply professional drivers and fully licenced, insured and maintained equipment capable of transporting rail containers containing MSW.
- g) Work with RRC scale house staff to complete all required shipping documents for the transport of MSW and further transport of the MSW into the United States.

2. Municipal Solid Waste Quantities

To ensure efficient hauling, the qRD loads the RDC rail containers to achieve the maximum net weight and axle weights permitted by BC Ministry of Transportation and Infrastructure.

Table 1 presents the estimated volumes of MSW and rail container services based on the most recent RRC site data. This represents the best information available to the qRD and the Proponent shall be aware that the quantity of MSW and number of rail containers may change over the course of the contract.

Table 1: Annual Estimated Quantities of MSW and Rail Container Services

Est. Daily Tonnage Generated (Mon - Sat)	Est. Annual Tonnage Generated	Est. Number of Rail Containers Loaded Daily	Est. Number of Rail Containers Loaded Annually	Est. Tonnage per Rail Container (The qRD aims to ship 25 tonnes per container)
20.32	6,300	1	260	24.25

3. Hours of Operation and Seasonal Variation

The RRC site and scales are open Monday through Saturday from 7:30 AM to 5:00 PM, except statutory holidays. The qRD will typically load and ship five (5) RDC rail containers per week. Due to the limited storage capacity of MSW, occasional weekend loading of MSW will be required, especially during peak times such as the days immediately after a statutory holiday and during the winter holiday.

It is important for the hauling service provider to be able to provide empty rail containers promptly as part of the deliverables in this contract as the qRD cannot stockpile MSW on site for environmental and safety reasons. In addition to the container being loaded at the RRC, the qRD requires one (1) empty rail container available on site, or within a reasonable distance from the RRC site, at all times. To meet these needs, proponents are asked to clearly identify sourcing and communications protocols that they will use in assessing, and providing, weekly rail containers to meet the qRD's ongoing requirements throughout the contract term including during seasonal peak periods.

4. Rail Container Operation and Loading

In addition to the container being loaded at the RRC, the service provider shall ensure that at least one (1), empty rail container is always available in order to provide continuous rail container loading.

Rail containers shall remain on the chassis during loading. The service provider will position empty rail containers on the scale in the transfer station MSW loading area and disconnect the haul truck to allow for scaling and compaction during container loading.

The service provider will remove the loaded rail container from the loading area and the qRD or it's contractors will tarp the rail container for transport. The service provider may be required to tarp loads on occasion. There is limited space onsite to store loaded containers prior to transportation.

It is expected that the rail container will be changed out approximately once per day, and occasionally on Saturdays. The timing of the container swap may vary from day to day. It is expected that the service provider will maintain sufficient local staff and equipment to provide the container swap service within four (4) hours of a service request.

5. Uninterrupted Service

The qRD's waste transfer station has minimal storage capacity for MSW. It is therefore critical that MSW is continuously moved from the RRC to the landfill in Washington. The service provider is expected to provide container services at the RRC daily and work closely and cooperatively with the qRD and RDC to ensure safe and uninterrupted service.

Should any of the service provider's equipment not be operational for any reason or drivers not be available, the service provider will be required to replace equipment and/or drivers on an interim basis the same day at no additional cost to qRD.

6. Responsibility of MSW and Rail Containers

The qRD is responsible for all MSW that is on the RRC site. The service provider will assume responsibility for the MSW once outside of the RRC site, including the escape of any liquid or solid debris that may occur while the rail container is in transit or parked awaiting transit, and will immediately report any incidents involving the MSW to the qRD.

The service provider is responsible for any damage occurring at any time to any of the RDC rail containers in its possession that may be the result of an accident, vandalism or regular use and the service provider must immediately undertake any repairs deemed necessary by the qRD Manager.

Repairs required due to damages are different from maintenance required due to 'normal wear and tear' which is ongoing responsibility of RDC. Rail containers used will be subject to an ongoing RDC inspection and maintenance program. The service provider may wish to do a visual inspection of rail containers prior to use.

7. Overtime

Should any excess or overtime charges be incurred involving the use of the Westran intermodal facility for weekend/holiday, such costs shall be at the expense of the service provider, unless prior written consent is provided by the qRD.

8. MSW Final Destination Disclosure

The qRD is exploring alternate landfill options for MSW disposal. Should alternative disposal site options become available, the qRD will review the MSW Hauling contract

requirements. Transportation services of MSW will still be required regardless of the final destination.

9. Backhauling

Should the service provider wish to utilize any of the RDC rail containers for backhaul purposes, such an arrangement is to be made directly with RDC and must not affect the qRD.

10. Fuel Consumption and Data Provision

As part of the qRD's commitment to the BC Climate Action Charter, the qRD will require the service provider to annually communicate the quantity and type of fuel used by vehicles, equipment and machinery operating under the contract. The qRD will provide the necessary forms to be completed for this reporting.

PROPOSAL FORMAT

Proposals must contain the following sections and should be formatted for readability and comparison with the evaluation criteria

Proponents must ensure that they comply with all mandatory requirements as identified in Appendix C Section 1 - Mandatory Criteria, and fully respond to all other requirements in the RFP in order to receive full consideration during evaluation.

A signed Proposal Submission Form (Appendix D) must be submitted as part of the Proponent's Proposal.

Proposals may contain links to information that is not set down directly in the Proponent's Proposal. However, if links are used instead of attaching the information, the qRD may:

- a) disregard any links that do not work or appear to link to irrelevant information: or;
- b) reject the Proponent's Proposal, resulting in the Proponent being eliminated from the RFP competition.

1. Introduction

The proponent will provide a brief background on their company and existing business.

2. Methodology

The proponent must describe their understanding of the scope of work requested and their approach to complete the required objectives.

The proponent must provide a work plan in the proposal. The work plan is to include at minimum a schedule of startup and preparation activities prior to the commencement of hauling and timelines for hauling activities.

3. Qualifications and Experience

- a) A description of the proponent's knowledge, skills and experience relevant to the Statement of Work;
- b) The roles and responsibilities of the proponent and any of its agents, employees and subcontractors who will be involved in providing the Statement of Work, together with the identity of those who will be performing those roles and their relevant respective expertise;
- c) Include an organizational chart identifying key personnel and their proposed interaction with the qRD as part of the Statement of Work.

4. References

- a) The Proponent will provide references for itself and for each proposed key project person that corroborates the relevant work experience. References need to be from a party that is not the Proponent. For each Proponent and key project person reference, the Proponent should provide the following information:
 - i. Company name of reference;
 - ii. Current contact name, position, mailing address, telephone number and email address of the reference; and
 - iii. Brief description of work performed by the Proponent and the key project persons.

5. Service Delivery & Capacity

- a) Explain how your company will efficiently haul qRD's MSW to the Westran facility in New Westminster and return empty rail containers to the RRC. Include the method of moving trailers between the qRD and the Mainland.
- b) Explain your methodology for providing continuous service at the RRC. Include measures your company will implement to prevent an interruption in service. A minimum of one (1) empty RDC rail containers must be made available at all times at the RRC to ensure that the qRD can fill rail containers with MSW efficiently);
- c) Outline your proposed dispatching and response plan as well communications plan/protocols with the qRD for the purposes of fulfilling regular service requests, and handling peak seasonal volume demand. Discuss mechanisms available to handle peak demands including potential subcontracts, contingency plans, etc.
- d) Provide a designated primary contact to work with the qRD, as well as 24-hour contact information to ensure uninterrupted services at all times.
- e) Describe your safety record and applicable insurance discounts available as a result.
- f) Provide evidence of owning or being able to supply:
 - i. No less than two (2) dedicated chassis and tractor hauling services for 48 foot open top rail containers that are fully compatible with RDC's rail containers;
 - ii. Back-up equipment and service capacity that is to be made immediately available to ensure uninterrupted service. This may include potential subcontractors to handle supply or peak volumes if necessary. If so, please provide details for proposed subcontractors.

- iii. Provide evidence of being able to supply professional drivers and fully licenced, insured and maintained equipment capable of transporting 48 foot open top RDC rail containers containing MSW; and
- iv. Identify any preparations required (if applicable) to commence hauling on April 1, 2027.

6. Sustainability and Equipment

Provide information outlining the following:

- a) The make, model, year, and fuel efficiency (L/100km) of the trucks that will be utilized to haul the trailers;
- b) A copy of any driving training programs provided to drivers that will provide this service;
- c) A copy of any company sustainability and policy mission statement;
- d) A list of any sustainability-related awards received; and
- e) A disclosure of any environmental violations and/or fines for the past three (3) years.

7. Pricing

- a) The Proponent must specify in its Proposal the fees required to perform the Scope of Work in accordance with its proposed work plan and methodology.
- b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- c) Rates should not include GST.
- d) The Proponent must provide an all-inclusive per-load rate for one (1) round trip, consisting of:
 - i. transportation of one (1) RDC rail container loaded with MSW from the RRC to Westran;
 - ii. return transportation of one (1) empty RDC rail container from Westran to the RRC; and
 - iii. swapping the full and empty RDC rail containers at the RRC.
- e) For the purposes of the Price Evaluation, the Proponent's per-load rate will be multiplied by the estimated annual number of loads specified in this RFP to

determine the total Year 1 bid price. Only the total Year 1 bid price will be used in the Price Evaluation.

- f) The Contract will have a term of five (5) years. For Contract Years 2 through 5, the applicable rates may be adjusted annually, subject to mutual written agreement of the parties. The amount of any annual adjustment will be based on the most recently published 12-month average percentage change in the Consumer Price Index for All

Items for Vancouver, B.C., as reported by BC Statistics. Each annual adjustment will be applied to the rates in effect for the immediately preceding Contract Year.

The applicable CPI information is available from [BC Statistics – Consumer Price Index](#).

- g) As future CPI adjustments are unknown, no CPI adjustment or escalation for Contract Years 2 through 5 will be included in the Price Evaluation.
- h) The table below is provided as an example of the calculation method for the total Year 1 bid price, as required in Appendix D. It represents the minimum information that proponents must provide: the rate per load, and the estimated total price for Year 1 of the contract. Proponents may, at their discretion, provide additional information or a further breakdown of the per-load rate. Any additional information provided will be for informational purposes only and will not be considered in the Price Evaluation.

Table 2: Pricing Table Example

Year	Material	Loads (A)	Load Rate (B)	Total (A x B)
1	Municipal Solid Waste (MSW)	260	\$.	\$.

EVALUATION

1. Mandatory Criteria

Proposals not clearly demonstrating that they meet the following pass-fail mandatory criteria will be excluded from further consideration during the evaluation process. The Proposal must:

- a) Be in English;
- b) Be received at the Electronic Submission email address located on the front page of the RFP before the Closing Date and Time; and;
- c) Include Appendix D – Proposal Submission Form or a form substantially similar to it which must be prepared and completed to the extent applicable and must be submitted with the Proponent's Proposal

2. Main Evaluation

- a) Evaluation of Proposals will be by a select evaluation committee comprised of qRD staff;
- b) The qRD's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and who has the highest overall ranking;
- c) Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria. Please use the format in Appendix B to maximize points assigned to your Proposal.

Table 3 – Evaluation Criteria

Criteria	Maximum Points Available
Experience, Qualifications & References <i>see detail in Appendix B paragraph 3 & 4</i>	20
Service Delivery & Capacity <i>see detail in Appendix B paragraph 5</i>	25
Sustainability and Equipment <i>see detail in Appendix B paragraph 6</i>	15
Pricing <i>see detail in Appendix B paragraph 7</i> <i>see price evaluation in Appendix C paragraph 3(c)</i>	40
Total evaluation points	100

Proposals will be evaluated in private, including Proposals 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 Proposal.

During the evaluation process, Proponents may be required to provide clarification to statements made in their Proposals or to supply further documents or information which will then form part of their Proposal. 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 Prices in the Proposal Submission Form (Appendix D), qRD shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted.

3. Price Evaluation

- a) Proponent pricing quoted will be taken to mean and deemed to be:
 - i. In Canadian dollars;
 - ii. Excluding GST.
- b) In addition, the following rules apply to pricing bid by Proponents:
 - i. Failure to provide pricing where required by the RFP will result in the Proponent's Proposal being rejected, resulting in the Proponent being eliminated from the RFP competition.
 - ii. A fixed fee should not be expressed as a range. If the RFP calls for a fixed fee to bid and the fixed fee is expressed as a range, then the qRD will take the lowest numerical value in the range for purposes of evaluation and any resulting Contract.
 - iii. Entering "\$0", "\$zero", or the like in response to a call for a specific dollar amount will result in the Proponent's Proposal being rejected, resulting in the Proponent being eliminated from the RFP competition.
- c) Pricing will be evaluated based on the Total Proposal Amount submitted on page 1 of Appendix D. The proponent with the lowest price will be awarded the maximum available points. Other proponents will be awarded points based on the following formula.

$$Points\ Awarded = 40 * \frac{Proponent\ Price}{Lowest\ Proponent\ Price}$$

4. Reference Check

- a) The qRD may conduct reference checks on the Proponent and the key project persons, if applicable, proposed by the Proponent. The Proponent will provide references for itself and for each proposed key project person that corroborates the relevant work experience. References need to be from a party that is not the Proponent. For each Proponent and key project person reference, the Proponent should provide the following information:
 - i. Company name of reference;
 - ii. Current contact name, position, mailing address, telephone number and email address of the reference; and
 - iii. Brief description of work performed by the Proponent and the key project persons.
- b) Failure to provide the references will result in the Proponent and key project person failing the reference check. The qRD reserves the right to reject the Proponent and any resource whose references, in the qRD's sole opinion, are deemed to be unsatisfactory.
- c) In addition, the qRD reserves the right to contact and use references pertaining to the Proponent and key project persons that are not among those references provided to the qRD by the Proponent (including the right to contact a substitute referee from the same reference company).
- d) The qRD reserves the right to reject any Proponent if any of these other references, in the qRD's sole opinion, are deemed to be unsatisfactory. These reference check provisions do not replace and should not be deemed to replace or be inconsistent with any reservation of rights in favour of the qRD, including any reservation of rights set out in Section 2.20 - Reservation of Rights.

PROPOSAL 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 enclosed Proposal is submitted in response to the referenced **Proposal No. 1220-342** including any Addenda. By submitting a Proposal, the Proponent agrees to all of the terms and conditions of this RFP and associated Contract Documents including the following:

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

The undersigned Proponent, having carefully read and examined the entire **Request for Proposal No. 1220-342** 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, Appendices numbered A to G, and any published Addenda for the prices stated in the Proposal Submission Form at which prices the cost of the Works set out therein would amount to:

Year	Material	Loads (A)	Load Rate (B)	Total (A x B)
1	Municipal Solid Waste (MSW)	260	\$.	\$.

TOTAL PROPOSAL AMOUNT FOR YEAR 1, EXCLUDING GST

\$ _____

Total Amount is in Canadian funds.

The undersigned also agrees:

1. That qRD is in no way obligated to accept this Proposal.
2. That the Proponent has reviewed and accepts the terms and conditions of the RFP 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 Proposal;
 - b) That qRD may conduct its evaluation of the Proposal 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 Proposal 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 Proposal; and
 - d) That qRD reserves the right in its absolute discretion to accept the Proposal, which it deems most advantageous to itself and the right to reject any or all Proposals.
3. That Proposals that do not clearly demonstrate that they meet the mandatory requirements will be rejected.
4. That this Proposal is made without knowledge of the Proposal prices to be submitted for this Works by any other company, firm, or person.
5. That this Proposal is made without any connection or arrangement with any company, firm, or person submitting a Proposal for this Works.
6. That this Proposal is made without any undisclosed connection or arrangement with any other company, firm or person having an interest in this Proposal or in the proposed Contract.
7. That this Proposal 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 Proposal whether any other Proposal has previously been awarded or not.
8. That the acceptance of this Proposal 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 in accordance with the submitted work schedule, following receipt of Notice to Proceed.
10. That it is obligated to have the following in place before commencing any Works under the Contract:
 - a) WorkSafe BC coverage in good standing;
 - b) Insurance coverage(s) for the amount(s) identified in the Contract Documents.

SIGNATURE:

Name of Proponent

Address

City, Province, Postal Code

Date

Phone No.

Signature of Authorized Representative

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 qRD 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. Proposals submitted in response to this RFP will be evaluated not only on price, but the best value in relation to the delivery of integrated qualitative, environmental, and social impacts. Submission of a proposal means acceptance and adherence to the Statement of Environmental and Social Commitment.

1. Environment

- ✓ Minimize environmental harm, including end of life impacts.
- ✓ Maximize resource efficiency (e.g., reduce energy and water consumption and minimize waste).
- ✓ Minimize carbon emissions.

2. Ethical Responsibility

- ✓ Maximize fair trade opportunities.
- ✓ Ensure sound working conditions throughout the supply chain that meet or exceed provincial, national or international employment standards.

3. Social Value Supply Chain

- Maximize contracting or sub-contracting opportunities for Indigenous Business.
- ✓ Maximize employment opportunities for Tla'amin, shíshálh, Klahoose, Nanoose, and K'ómoks First Nations and/or other Aboriginal populations.
- ✓ Maximize employment, training and apprenticeship opportunities among local, disadvantaged, equity-seeking or marginalized individuals and populations.
- ✓ Maximize the diversification of the supply chain by including non-profit organizations, social enterprises and small-medium enterprises.
- ✓ Contribute to the strengthening of the community by supporting the social goals and objectives of the qRD.

4. Community Development

- ✓ Engage/consult with the communities in the surrounding area to the scope of work.

SIGNED : _____ DATE: _____

**DRAFT CONTRACT AGREEMENT FOR THE TRANSPORTATION
OF qRD MUNICIPAL SOLID WASTE**

THIS AGREEMENT dated for reference the ____ day _____, 202__.

BETWEEN:

qathet REGIONAL DISTRICT
#202 - 4675 Marine Avenue
Powell River, B.C. V8A 2L2

(the "qRD")

OF THE FIRST PART

AND:

(the "Contractor")

OF THE SECOND PART

(each a "**Party**" and together the "**Parties**")

In consideration of the mutual promises set out below, the Parties agree as follows:

Definitions

1. In this Agreement:

"Container" means a container, with a carrying capacity of approximately 111 cubic yards, including cover and all other equipment necessary to secure, store and transport **MSW**.

"Chassis" means a container chassis in the right configuration to transport a minimum of 22 metric tonnes and a maximum of 26 metric tonnes in a **Container**.

"Delivery Site" means the Westran Services Intermodal facility at 76 Braid Street, New Westminster, B.C.

"Environmental Management Act (EMA)" means the Environmental Management Act (British Columbia), as amended or replaced and any successor legislation and any regulations thereunder.

“Manager of Environmental Services” means the Regional District’s Manager of Environmental Services or his/her deputy.

“Municipal Solid Waste (MSW)” means refuse that originates from residential, commercial, institutional, demolition, land clearing or construction sources (EMA).

“RS” means the Republic Services and includes any contractor which replaces Republic Services.

“RS Contract” means the agreement dated _____ between qRD and the Contractor, for the transportation and disposal of MSW.

“Roosevelt Regional Landfill” means the sanitary landfill located in Washington State, USA, owned by RS.

“Waste Transfer Building” means the enclosed building for accepting loads of **MSW** from commercial, municipal and self-haul customers.

“Waste Transfer Station” means the transfer site designated to receive **MSW**, the Resource Recovery Centre, located at 4924 Marine Ave owned and operated by qRD.

“Transport Vehicle” means a legal tractor and container chassis having a maximum capacity of at least 25 tonnes of **MSW**.

Services Provided During the Term

2. qRD will cause MSW to be delivered, weighed, and loaded at the Waste Transfer Station, through separate agreement, and the Contractor will collect, transport or cause to be collected and transported, MSW at the location, in the quantities and at the frequency set out below. The contractor has the right to refuse to haul any containers that are improperly loaded for weight restrictions or deemed unsafe for hauling.
3. The Contractor will deliver empty Containers from the Delivery Site to the Waste Transfer Station in sufficient quantities to meet the Contractor’s obligations under this Agreement and shall place and keep a minimum of two (2) Containers supplied by RS at the Waste Transfer Station at all times.
4. Notwithstanding Article 3, if the Contractor is unable to keep two (2) Containers on site due to the failure of RS to supply Containers at the Delivery Site, the Contractor shall not be deemed to be in default. In addition to RS being unable to provide enough containers, if any significant weather delays prevent transportation in a timely manner, the Contractor should not be considered in default of having enough containers on hand.

Equipment Provided

5. The Contractor shall provide sufficient amounts of Transport Vehicles, Chassis, and all other necessary equipment, except the Containers, suitable for the purposes of collecting,

transporting and transferring MSW, and without restricting the generality of the foregoing the Transport Vehicles and other equipment shall be:

- (a) sufficient in capacity to receive, transport and transfer a minimum of 22 and a maximum of 26 tonnes per Container of MSW,
- (b) maintained by the Contractor in good working and clean condition,
- (c) in compliance with all requirements under federal, provincial and municipal law, and

the Contractor will make reasonable best efforts to ensure that all loads of MSW are secured upon each Container and do not fall off, blow off or drip liquids, and that all open top containers are securely covered.

- 6. qRD shall, through its contract with RS, provide the Containers for use by the Contractor during the term of this Agreement. The Contractor agrees to take all reasonable steps to keep the Containers in good working order and repair at all times while the Containers are in its possession or control. The Contractor shall report all necessary Container repairs to the RS. The Contractor shall be responsible at its expense for the repair of all damage to the Containers caused by the Contractor, excepting only reasonable wear and tear.
- 7. The Contractor has the right to refuse Containers at the Delivery Site which are not in good repair and shall promptly inform RS of this refusal.

Transport of MSW

- 8. The Contractor shall be available on all days except Sundays for removing filled Containers from the Waste Transfer Station upon not less than four (4) hours' notice from the Waste Transfer Station personnel and may be directed to transport one or more Containers no more often than six (6) days per week.
- 9. The Contractor shall transport or cause to be transported the MSW in a Transport Vehicle to the Delivery Site from the Waste Transfer Station. The Contractor shall make all transportation arrangements including obtaining all necessary approvals whatsoever and accepts all risk and sole responsibility for ensuring the safe and timely transport of the MSW to the Delivery Site. The Contractor shall make all reasonable efforts to use alternate means of transportation where its usual means are interrupted or delayed for any reason whatsoever.

Quantity of the MSW

- 10. qRD expects to require the Contractor to transport approximately 120 tonnes of MSW per week, but the Contractor acknowledges that qRD is not required to supply any minimum amount of MSW to the Contractor, and shall not compensate the Contractor in any way for any variation whatsoever in quantity.

Compliance with Delivery Site Rules

11. The Contractor shall comply at all times with the rules, procedures, and directions of the Waste Transfer Station personnel with respect to the loading and weighing of Containers. The Contractor shall comply at all times with the rules, procedures and directions of the Delivery Site operating personnel with respect to the transfer of the Containers and the MSW at the Delivery Site.

Delivery Time

12. All MSW shall be delivered directly to the Delivery Site and made available for transfer to the Delivery Site during their regular operating hours.

Records and Forms

13. The Contractor shall provide RS with all necessary forms, including all forms required for further transport of the MSW into the United States, as directed by the Regional District.
14. The Contractor shall provide sufficient documentation related to loads transported with each monthly invoice.

Returning MSW

15. In the event that the Delivery Site refuses to accept a container that has been deemed legal for transport, the costs of returning the container to the Waste Transfer Station should be at the expense of the Waste Transfer Station.

Cooperation with RS

16. The Contractor acknowledges receipt of a copy of the RS Contract and agrees to cooperate fully with RS and qRD in coordinating the delivery and receipt of the MSW at the Delivery Site.

Escape of Leachate or MSW

17. (a) If any MSW or leachate or any by-products thereof escape from a Transport Vehicle during transportation from the Waste Transfer Station to the Delivery Site, the Contractor shall be solely responsible for the escape, its cleanup, and all liability incurred as a result and shall without limitation immediately return all such materials to the Transport Vehicle, clean up any debris or spillage, and restore the site of the escape.
- (b) If it is proven that the escape described above was caused by a faulty Container and it was beyond the capability of the Contractor to identify the fault upon picking up the

Container, then the Contractor shall not be responsible for arranging the cleanup and the cleanup costs referred to in section 17(a) above.

Permits

18. The Contractor shall obtain and hold or cause to be obtained all necessary permits and licenses for receiving, transporting and unloading of MSW in accordance with this Agreement. The Contractor shall provide qRD with copies of all correspondence between any regulatory agency and the Contractor or its sub-contractors with respect to the subject matter of this Agreement, and copies of all permits, licenses, or approvals relating to the MSW, within five (5) days of such documents being sent or received by the Contractor.

Operators

19. The Contractor shall employ, for the purposes of receiving, transporting, and unloading the MSW containers, operators qualified under all applicable federal, provincial and municipal laws. The operators shall carry out the work required under this Agreement in a safe and courteous manner at all times.

Contractor's Representative

20. The Contractor shall provide the Manager of Environmental Services with the name and telephone number of one (1) or more representatives of the Contractor, who shall be available at all times to respond to inquiries or directions under this Agreement.

Indemnity

21. The Contractor shall release, indemnify and save harmless qRD and its elected officials, officers, employees, and agents from all loss, damage, expenses and liabilities which they sustain or incur, directly or indirectly, (including without limitation actual legal costs, penalties, awards, punitive damages, costs of cleanup, governmental response costs, natural resource or property damages, investigation costs, personal injury damages or other amounts declared due by any court or any governmental authority or agency which is statutorily empowered to so declare) arising directly or indirectly from:
 - (a) any breach of the Agreement by the Contractor or any agent, employee, director, officer or subcontractor of the Contractor;
 - (b) the negligence or intentional tortious conduct of the Contractor, its officers, employees and agents in relation to this Agreement; or
 - (c) the errors or omissions of the Contractor or any agent, employee, director, officer or subcontractor of the Contractor including any injury to or death of any person or any damage to any and all persons or property, whether deliberate, accidental or through negligence except to the extent that any such claim arises solely from the negligence

of the qRD.

The provisions of this indemnity clause will survive termination of the Agreement.

Insurance

22. The Contractor shall maintain the following insurance:

- (a) Coverage as required under Workers Compensation Act for employees of the Contractor while engaged in the work provided for in this Agreement;
- (b) Comprehensive General Liability Insurance in the amount of not less than \$5,000,000 per occurrence, providing coverage for liability incurred for acts or omissions in carrying out this Agreement, all inclusive, together with standard "non-owned automobile liability", "statutory conditions" and "loading and unloading" endorsements;
- (c) Motor Vehicle Liability Insurance for each motor vehicle or trailer used for the services provided under this Agreement and regulated by the *Insurance (Motor Vehicle) Act* or similar legislation, a Standard Owner's Automobile Policy provided by the Insurance Corporation of British Columbia (AUTOPLAN) with Third Party Legal Liability limits of not less than \$5,000,000 per occurrence, all inclusive;

and each required policy of insurance under paragraphs (b) and (c) shall

- (d) name qRD as an additional insured;
- (e) be issued by an insurance company entitled under provincial law to carry on that business in British Columbia;
- (f) state that the policy:
 - (i) applies to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured; and
 - (ii) cannot be cancelled, lapsed or materially changed without 30 days written notice to the Regional District;
- (g) be maintained for a period ending twelve months after this agreement is completed; and
- (h) not include any deductible amount greater than \$10,000 per occurrence.

23. The Contractor shall ensure that all of its subcontractors that are performing any of the services set out in this Agreement maintain the following insurance:

- (a) all subcontractors shall maintain coverage as set out in section 22;

(b) subcontractors providing marine transportation services shall maintain the following additional insurance for marine equipment:

- (i) direct drainage insurance on hulls and machinery for full value, subject to Canadians Hulls Pacific Clauses 1974, or equivalent; and
- (ii) broad form protective and indemnity insurance (SP23 or equivalent) including full tower's liability, pollution liability and collision liability in an amount of not less than \$5,000,000 on any one accident or occurrence;

and each policy of insurance required under section 23(a) and (b) (ii) shall name the Contractor as an additional insured.

Copies of Policies

24. The Contractor shall provide qRD with a copy of the required insurance policies prior to commencing the collection and transportation of MSW under this Agreement and shall thereafter provide copies of any amendment to the required policies.

Unavailability of Insurance

25. In the event that any of the insurance required by this agreement becomes unavailable or is available only on a "claims made" rather than on an "occurrence" basis, the Contractor shall secure insurance with substitute provisions providing as much protection to the parties as is reasonably available in the insurance market place.

Waste Loading Facilities and Labour

26. qRD shall provide, or cause to be provided, waste loading facilities and waste loading labour and equipment at the Waste Transfer Station. At the time of commencement of this Agreement, the waste loading will be performed by a separate contractor under separate Agreement with qRD.
27. The Contractor shall present the Transport Vehicles with the Containers at the Waste Transfer Station and the Waste Transfer Station personnel shall load the MSW into the Containers in accordance with normal waste handling and loading procedures, promptly upon presentation of the Transport Vehicle at the Waste Transfer Station and in accordance with a schedule to be agreed upon by the parties.

Payment Formula

28. qRD shall pay the Contractor a fee of \$_____ plus applicable taxes for each container of MSW that is collected, transported and delivered in accordance with this Agreement ("Per Container Fee"). The "Per Container Fee" shall be increased each year starting on _____ by the annual average increase in the Consumer Price Index (CPI) for Vancouver, British Columbia for all items as published by Statistics Canada for the preceding year.

In no case shall the Per Container Fee in the later year be less than the Per Container Fee in the previous year.

29. The Per Container Fee set out in section 28 includes all necessary labour, equipment, materials, fees and costs, excluding applicable taxes, incurred by the Contractor in collecting, transporting and delivering the MSW to the Delivery Site in accordance with this Agreement. qRD shall not be liable for any payments to the Contractor for any expenses incurred by the Contractor whether contemplated by the parties or not.

Frequency of Invoicing and Payment

30. The Contractor shall present to qRD an invoice and documentation as required by qRD recording Container shipments and associated weights and tonnes transported to the Delivery Site once each month on the 30th of the month. qRD shall make payments to the Contractor under this Agreement within thirty (30) days of receipt of the Contractor's invoices for payment.

Term of Agreement

31. This Agreement shall remain in effect for a term of five (5) years beginning on _____ through _____, inclusive (the "Term"). Either Party may terminate this Agreement for any reason upon 90 days written notice to the other party.

Ownership of MSW

32. All MSW in a Container shall remain the property of qRD until it is transferred by the Contractor to the Delivery Site. Notwithstanding qRD's ownership of the MSW, the Contractor shall assume responsibility for the custody, control, and transportation of the MSW while it is in the Contractor's possession, subject to the other terms of this Agreement.

Direction

33. Any direction, notice or opinion which qRD is entitled to give or form under this Agreement may be given or formed on behalf of qRD by the Manager of Environmental Services.

Other Circumstances

34. In the event of any circumstance concerning the collection, transportation or unloading of the MSW which is not otherwise addressed in this Agreement, the Contractor shall follow the reasonable directions of the Manager of Environmental Services.

Contractor's Default

35. If the Contractor fails to fulfill promptly any part of its duties under this Agreement, qRD may deliver a written notice to the Contractor or the Contractor's representative stating the actions required by qRD to remedy the default, and if the Contractor does not remedy the default within a reasonable time period as specified in the notice, qRD may, at its option, do one or both of the following:
- (a) perform the duties of the Contractor under this Agreement wholly or partially, and for that purpose employ any other persons and deduct the cost from any moneys due or to become due to the Contractor, or otherwise recover the same from the Contractor.
 - (b) notify the Contractor that this Agreement is cancelled not less than seven (7) days after receipt by the Contractor of the notice of cancellation.

Force Majeure

36. The obligations of the parties under this Agreement shall be deferred for the duration of any event beyond the reasonable control of a party which makes the performance of the obligation impossible, including but not limited to:
- (a) an act of God, hurricanes, epidemic, landslides, lightning, earthquakes, volcanic eruption, nuclear radiation, fire or explosion, flood or similar occurrence, an act of a public enemy, war, blockade, insurrection, riot, general arrest, civil disturbance or similar occurrence, that directly affects the operation of the Waste Transfer Station, transportation systems or the Delivery Site;
 - (b) the failure of any federal, provincial or local agency or public or private utility having jurisdiction over, or responsibility to serve the Waste Transfer Station or the Delivery Site, to provide, maintain and assure the maintenance of any necessary utility which failure is not caused by the Contractor's failure to pay for those utilities or failure to comply with applicable law;

but not including any labour dispute to which the Contractor is a party.

Liability for Penalties

37. The Contractor shall be liable for all fines or civil penalties that may be imposed on the Contractor by any court or regulatory agency for violation of statutes, regulations or other applicable law, relating to the transportation or escape of MSW in a manner contrary to law.

Applicable Law

38. The Contractor and its officers, employees, agents and subcontractors shall comply with all applicable laws in performing its obligations under this Agreement.

Accident Reporting

39. The Contractor shall report by telephone or messenger any accidents resulting from its performance of this Agreement to qRD as soon as practicable. For purposes of this section, "accident" shall include the death of any person, any personal injury resulting in inpatient hospitalization or outpatient treatment by a physician, or damage to any real or personal property exceeding \$5,000. The Contractor shall report in writing to qRD within seven (7) days of that accident, complete details of the accident, including witness statements.

Acknowledgement

40. The Contractor acknowledges that qRD has made no representations concerning the conditions on the anticipated route between the Waste Transfer Station and the Delivery Site nor as to conditions at the Waste Transfer Station or the Delivery Site, and that the Contractor is responsible for any examination or investigation made with respect to those matters.

No Agency

41. The Contractor is an independent contractor and nothing in this Agreement creates an agency between the Contractor and qRD and the Contractor shall not hold out or represent that it is the agent of the Regional District. The Contractor shall be solely responsible for any and all payments or deductions required to be made, including those required for Canada Pension Plan, Employment Insurance, or Income Tax, and Workers Compensation payments. This Agreement shall not be construed as a joint venture or partnership.

Contractor's Representations and Warranties

42. The Contractor represents and warrants that the following are true and will be true throughout the Term:
 - (a) the Contractor is a company validly Incorporated and in good standing under the laws of British Columbia;
 - (b) the Contractor has the power and capacity to enter into and carry out the obligations under this Agreement; and
 - (c) the Contractor has completed all necessary resolutions and other preconditions the validity of this Agreement.

Notices

43. Whenever either party requires or desires to deliver or serve a notice on the other, it shall cause delivery or service to be made by:

(a) mailing by prepaid registered mail; or

(b) personal delivery,

at the address provided herein or to whatever address the party may from time to time provide. Notices to qRD shall be to the attention of the Manager of Environmental Services. Notices to the Contractor shall be to the attention of:

("the Contractor's Representative").

Enforcement

44. Notwithstanding the other remedies provided in this Agreement, qRD shall retain the right to proceed with the enforcement of any indemnity provided by the Contractor in satisfaction of any claim, loss or expense of any kind whatsoever arising under this Agreement.

Waiver

45. No waiver of any provision of this Agreement shall be effective unless given in writing. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.

References

46. Every reference to each party is deemed to include the heirs, executors, administrators, permitted assigns, employees, servants, agents, contractors, officers, directors and invitees of such party, where the context so permits or requires.

Severance

47. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and invalidity shall not affect the validity of the remainder of this Agreement.

Enurement

48. This Agreement shall enure to the benefit of and be binding on the parties to this Agreement notwithstanding any rule of law or equity to the contrary.

Assignment

49. The Contractor shall not transfer or assign this Agreement, in whole or in part, without the prior written approval of qRD which approval shall not be unreasonably withheld.

Survival of Terms

50. The indemnification obligations of the Contractor under section 21 shall survive any termination of this Agreement, in relation to any event first arising on or before the date of termination.

Entire Agreement

51. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Amendment

52. Any amendment to this Agreement shall only be effective if made in writing, duly executed by the parties.

Counterparts

53. This Agreement may be executed by the parties in counterparts and may be executed and delivered by email or fax and all such counterparts and emails and faxes together constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

qathet Regional District

Manager of Environmental Services

Chief Administrative Officer

Contractor

Company

Signature

Name and Title

Witness

Signature

Name and Title

WORKSAFEBC SAFETY AGREEMENT

(To be filled out upon Proposal 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)

RESOURCE RECOVERY CENTRE OPERATIONAL SITE PLAN



TRANSFER STATION AND ACCESS ROAD



MWS LOADING AREA ENTRY DOOR



MWS LOADING AREA



MSW LOADING AREA AND SCALE PLATFORM

RESOURCE RECOVERY CENTRE
OPERATIONAL SITE PLAN
AT 4924 MARINE AVENUE
POWELL RIVER BC

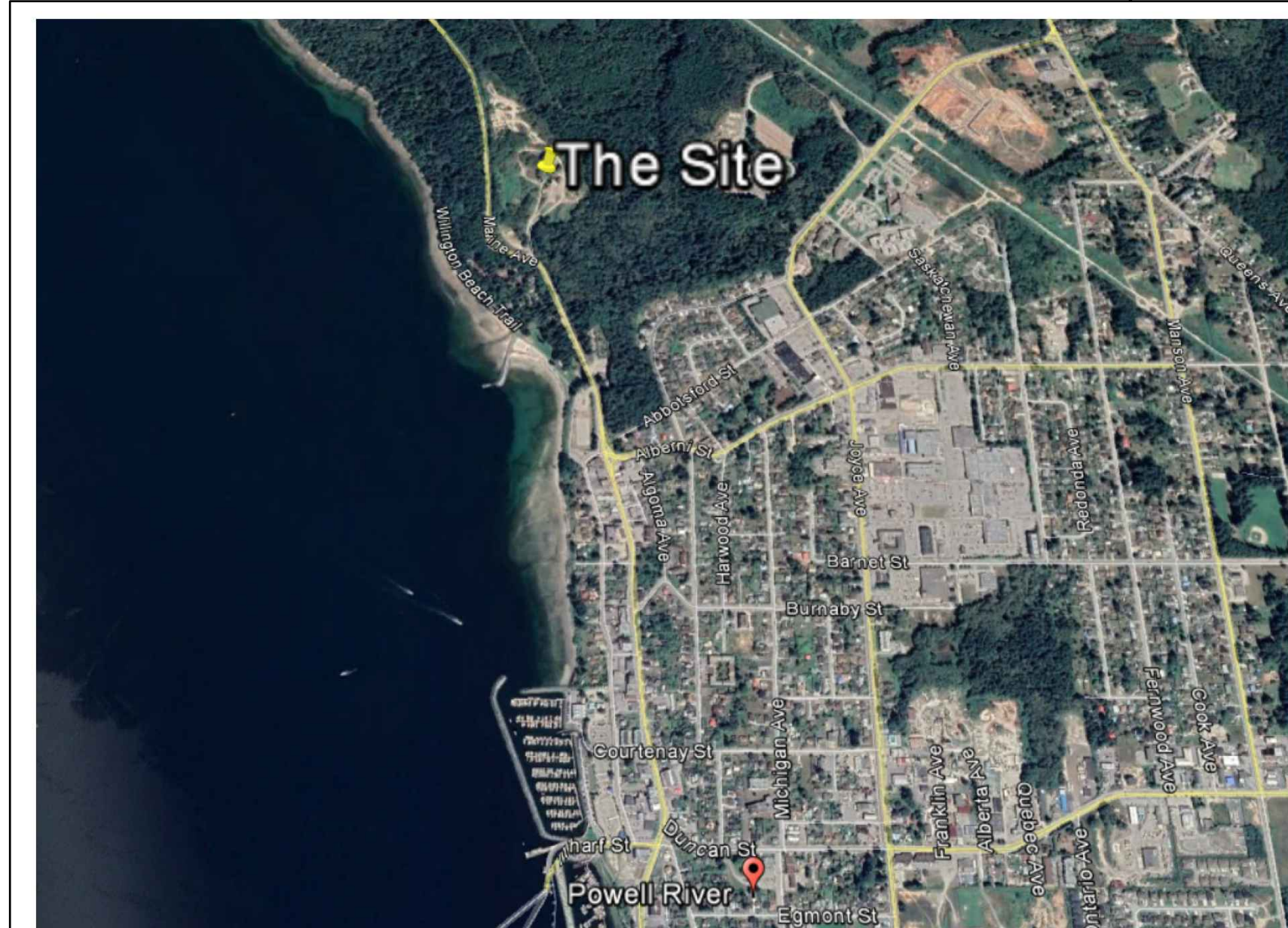


Figure 1 - Site Location Map

