



**REGIONAL DISTRICT
of Fraser-Fort George**

**REQUEST FOR PROPOSALS
ES-20-05**

SCRAP METAL RECYCLING SERVICES

Date Issued: Tuesday, February 18, 2020

Closing Location: Regional District Office,
3rd Floor, 155 George Street
Prince George, BC,
V2L 1P8

Closing Date and Time: **Thursday, March 5, 2020**
2:00 pm (Pacific Standard Time)
Submissions will be opened publicly at 2:45 pm

Inquiries: Email Rachael Ryder at rryder@rdffg.bc.ca

Note: Late submissions will not be considered

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1.0 INTRODUCTION

The Regional District of Fraser-Fort George ("Regional District") is requesting proposals from qualified and experienced contractors for scrap metal recycling services. This includes collection, processing, marketing, and transportation for scrap metal collected at a variety of solid waste facilities throughout the Regional District. It is the intent of the Regional District to enter into a contract to provide scrap metal recycling services for a period of three (3) years beginning April 1, 2020.

It is the intent of the Regional District to maintain viable scrap metal recycling services based on terms which minimize risk and maximize cost efficiencies and waste diversion. The scrap metal recycling service should provide viable collection systems and a reliable processing schedule as directed by the Regional District.

2.0 INVITATION AND INSTRUCTIONS

The Regional District invites proposals for the collection, processing, marketing and transportation for recycling of scrap metal and white goods from Regional District solid waste facilities.

The work to be performed under this Contract is described as the scrap metal compaction, trucking and sale services.

2.1 Request for Proposal (RFP) Documents

RFP documents may be obtained on or after Tuesday, February 18, 2020:

- a) in a PDF (public document format) file format from the Regional District's website at www.rdffg.bc.ca;
- b) on the BC Bid® website at www.bcbid.gov.bc.ca;
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC between 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays. The cost for each hard copy Request for Proposal package is twenty-five dollars (\$25) (taxes included) and is non-refundable.

All subsequent information regarding this RFP, including amendments, addenda and answers to questions will also be available as above.

It is the sole responsibility of the proponent to ascertain that they have received a full set of the RFP documents. Upon submission of their proposal, the proponent will be deemed conclusively to have been in possession of a full set of the RFP documents.

The lowest or any proposal will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all proposals. Facsimile proposals and electronic proposals will **NOT** be accepted.

Inquiries relating to this RFP must be made in writing via email to:

Rachael Ryder, Waste Diversion Program Leader
Regional District of Fraser-Fort George
155 George St, Prince George, BC V2L 1P8
Telephone: 250-960-4400, Email: rryder@rdffg.bc.ca

2.2 Proposal Submissions and Closing Date

Proponents will complete and submit two (2) copies of their proposal, (formatted as described in Section 4.0 PROPOSAL FORMAT), in a **sealed envelope**.

Sealed proposals will be received by the General Manager of Financial Services on the 3rd floor at the Regional District of Fraser-Fort George, up to **2:00 p.m. local time on Thursday, March 5, 2020**.

Proposals submitted by fax, electronically, or not in the original Regional District format will **NOT** be accepted. Any proposal received after the closing date and time (2:00 p.m. local time, Thursday, March 5, 2020) will be considered disqualified and will be returned to the proponent. Proposals will be opened in public at 2:45 p.m. on Thursday, March 5, 2020.

The following information **must be written on the outside of the sealed envelope containing the proposal submission, as well as on the outside of the courier envelope/box (if sending by courier)**:

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Request for Proposals, ES-20-05
Scrap Metal Recycling Services
3. Responding Proponent's name and address.

To be considered, proposals must be signed by an authorized signatory of the proponent. By signing the proposal, the proponent is bound to statements made in response to this RFP. Any proposal received by the Regional District that is unsigned will be rejected.

Proposals not submitted in strict accordance with these instructions or not complying with the requirements in this RFP may be rejected.

The Regional District will not be responsible for any costs incurred by proponents, which result from the preparation or submission of documents pertaining to this proposal call. The accuracy and completeness of the proposal is the proponent's responsibility. Should errors be discovered, they will be corrected by the proponent at their expense.

The proponent will be competent and capable of performing the work. The proponent may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

2.3 Acknowledgement Letter

Upon receipt of this RFP, a potential proponent is requested to complete and sign the Acknowledgement Letter (page 13) and email the signed Acknowledgement Letter to the attention of Rachael Ryder, Waste Diversion Program Leader, at ryder@rdffg.bc.ca or fax to 250-562-8676.

A proponent who signs and returns the Acknowledgement Letter is not obligated to submit a proposal. Any work done after discovery of discrepancies, errors or omissions will be done at the Proponent's risk.

Any proponent who does not submit the Acknowledgement Letter will not be sent any amendments, addenda, or answers to questions and their proposal may be disqualified if it is incomplete or non-compliant as a result of the proponent's failure to acknowledge receipt of an addendum in accordance with this RFP, or as a result of the proponent's failure to comply with the requirements of an amendment or addendum to this RFP.

2.4 Regional District's Right to Reject Proposal

The Regional District reserves the right, in its sole discretion, to waive informalities in proposals, reject any and all proposals, or accept the proposal deemed most favourable in the interests of the Regional District. Furthermore, the Regional District reserves the right to negotiate with any proponent at its discretion. The lowest, or any proposal, will not necessarily be awarded.

If a proposal contains a defect or fails in some way to comply with the requirements of this RFP, which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect or accept the proposal.

The Regional District reserves the right to reject a proposal based on potential or perceived conflict of interest.

The Regional District reserves the discretion to reject any proposal where:

- (a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the Contractor, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- (b) in the case of a proposal submitted by a Contractor who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

When submitting a proposal, the proponent is required to complete, sign, and include with their proposal a Conflict of Interest Disclosure Statement (see page 15).

The Regional District reserves the right to reject any proposal submitted by a proponent who is, or whose principals are, at the time of the proposal, engaged in a lawsuit against the Regional District in relation to work similar to that being proposed.

2.5 Background

The Regional District operates a network of solid waste facilities throughout the Regional District (see attached map on page 36). A number of these facilities have marshalling areas for the temporary storage of scrap metal until the recyclable material can be collected by a recycler. A few facilities provide temporary storage by way of roll-off bins where the material is hauled to either a marshalling area for interim storage or hauled directly to the recycler, if feasible for the Regional District.

The Regional District currently provides temporary marshalling area storage for scrap metal at five solid waste facilities. The largest facility is Foothills Boulevard Regional Landfill, located within the municipal boundaries of the City of Prince George. The majority of scrap metal collected is made up of old appliances and hot water tanks, defined as "white goods". This includes appliances that have had the ozone depleting substances (ODS) removed by a professional. The remainder consists of miscellaneous ferrous and non-ferrous metallic materials, including, but not limited to, sheet metal, siding, roofing, rebar, flashing, pipes, window frames, doors, furnaces, duct work, wire, cable, bath tubs, fencing, bicycle frames, automotive parts, machinery, metal furniture, tire rims and rolled steel shapes.

Currently the Regional District stockpiles scrap metal at the following facilities:

- Foothills Boulevard Regional Landfill
- Bear Lake Regional Transfer Station
- Hixon Regional Transfer Station
- Mackenzie Regional Transfer Station
- Valemount Regional Transfer Station

Other sites collect scrap metal and haul it to the Foothills Boulevard Regional Landfill. These include the Cummings Road and Shelley Regional Transfer Stations. The Regional District is always looking to improve these operations and realize any cost savings where applicable.

It is expected that the successful proponent would service all the out-lying facilities prior to servicing the Foothills Boulevard Regional Landfill facility. Out-lying facilities are currently processed and hauled to market 1-2 times per year and the Foothills Boulevard Regional Landfill is serviced 2-3 times per year, as directed by the Regional District.

Any quantities provided or described by the Regional District are approximate only and do not constitute a warranty or guarantee as to the actual quantities available.

The following tables provide the weight of scrap metal collected at our facilities over the past three years.

| FACILITY | 2017 | 2018 | 2019 | ANNUAL AVERAGE |
|--|------|-------|------|----------------|
| Foothills Boulevard Regional Landfill | 287 | 1,240 | 910 | 812 |
| Robson Valley (Valemount Transfer Station, Legrand Landfill) | 0 | 30 | 189 | 110 |
| Mackenzie Regional Transfer Station | 0 | 30 | 0 | 30 |
| Rural Transfer Stations/ Landfills* | 47 | 0 | 0 | 47 |
| TOTAL AVERAGE WEIGHT (metric tonnes) | | | | 999 |

* currently diverted directly to Foothills Boulevard Regional Landfill Marshalling Area.

| TRANSFER STATIONS WITHIN CITY LIMITS | | 2017 | 2018 | 2019 | ANNUAL AVERAGE |
|---|---------|------|------|------|----------------|
| Quinn Street Regional Recycle Depot | Trips | 88 | 75 | 103 | 89 |
| | Tonnage | 219 | 134 | 130 | 161 |
| Vanway Regional Transfer Station | Trips | 104 | 127 | 175 | 135 |
| | Tonnage | 177 | 221 | 224 | 207 |
| TOTAL AVERAGE WEIGHT (metric tonnes) | | | | | 368 |

3.0 PURPOSE

The Regional District intends to enter into a contract for the provision of scrap metal services under this Request for Proposal. The Regional District recognizes the necessity of providing our customers with a reliable and economical scrap metal management system and has the following expectations:

1. That the successful contractor provides reliable, consistent service to the Regional District.
2. That the successful contractor will be able to provide proof, satisfactory to the Regional District, that all materials collected are recycled.
3. That the successful contractor will pay the Regional District revenue for all scrap metals collected by the contractor for recycling.

The Regional District commits to the following:

1. To provide a suitable place for the collection of all scrap metals at the disposal sites.
2. To remove ODS from refrigerant appliances at each facility prior to processing.
3. To stockpile scrap metal in a suitable location for use by the contractor.
4. That all scrap metal received at the facilities is for the sole use of the contractor during the contract period.

The scrap metal storage areas are segregated in each landfill and transfer station and the deposit of contaminants is not permitted. It is, however, anticipated that some contaminants can be expected, and that the contractor will not be compensated to remove contaminants, nor shall the Regional District be subject to any damages that may result due to contaminants.

Any non-recyclable contaminants found in the scrap metal storage area at the Foothills Boulevard Regional Landfill facility are to be set aside by the successful contractor in a single pile for removal by the Regional District.

4.0 PROPOSAL FORMAT

The following format and sequence should be followed in order to provide consistency in proponent responses and to ensure each proposal receives full and complete consideration. All pages should be consecutively numbered.

- (a) Title Page – including Request for Proposal title and number, proponent's name and address, telephone number, fax number, email address and the contract representative.
- (b) One page letter of introduction signed by the person or persons authorized to sign on behalf of the proponent which will bind the proponent to statements made in the proposal.
- (c) Table of Contents including page numbers.
- (d) An Executive Summary of the key features of the proposal.
- (e) The body of the proposal, including the qualifications, work plan, financial proposal, references and draft schedule.
- (f) Additional information that a proponent may choose to provide.
- (g) Goods and Services Tax Information (page 14)
- (h) Completed Conflict of Interest Disclosure Statement (page 15)
- (i) List of Contractor's Personnel (page 16)
- (j) List of Sub-Contractors (page 17)
- (k) Proponent's Experience in Similar Work (page 18)

- (l) Addenda and/or Amendments – if any, issued for this RFP. Each amendment and addendum must be signed by the Proponent and included with the proposal and will form part of the proposal and contract documents.

5.0 EVALUATION OF PROPOSALS

The proposal submission should be clear, concise and complete. The Regional District shall be the sole judge of a proposal and its decision shall be final. The following criteria will be used by Regional District staff to evaluate proposals received:

Evaluation Criteria:

| | |
|--|------------------|
| (a) Contractor's Qualifications, Experience and References | 25 points |
| (b) Work Plan and Draft Schedule | 10 points |
| (c) Project Budget/Project Revenue Projections | 45 points |
| (d) Quality of Proposal including format | <u>20 points</u> |
| Total | 100 points |

(a) Contractor's Qualifications and Experience

This includes the length and quality of experience of:

- the person named in the proposal as the contractor's project supervisor
- the contractor's experience with similar projects
- the team assigned by the contractor to work on this project, and
- references (3).

(b) Work Plan, and Draft Schedule

This includes the evaluation of:

- thoroughness of the project approach reflected in the work plan,
- level of effort reflected in addressing all of the Regional District's needs/services,
- how realistic the Work Plan is in meeting the Proponent's and Regional District's needs/services, and
- consideration given to addressing equipment breakdown and delays in completing the work.

(c) Project Budget/Project Revenue Projections

This includes:

- the amount of detail and clarity given to plans/measures to adjust the proposed revenues to the Regional District with the scrap metal market fluctuations over the period of the contract
- the proposed revenue to the Regional District and the proposed methodology to increase the Regional District's revenue

(d) Quality of Proposal including format (including but not limited to):

- safety plan; demonstrating plans for safe site operation, for members of the public, staff and operators
- consideration to ongoing daily activities
- format of the Proposal submitted (2 copies)

6.0 CONTRACT

6.1 Sample Service Agreement

The form of contract will be similar to the sample CONTRACT (see page 19) and will include this RFP, all appendices, amendments and signed addenda, as well as the successful proponent's submission and acknowledgment letter.

6.2 Award of Contract

A contract for ES-20-05 ("Scrap Metal Recycling Services") is anticipated to be awarded no later than Thursday, March 19, 2020. All proponents will be advised, in writing, as to the awarding of the Contract.

The Regional District, in its sole judgment, may delay the Award of Contract date as deemed appropriate by the Regional District.

6.3 Contract Duration

The Contract will begin on April 1, 2020 at 12:01 a.m. and the Contract will stay in force until midnight March 31, 2023. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each period of renewal will be as per the terms of this Contract, to a maximum of two (2) years. Each extension will be for a one-year period and the total Contract duration will not exceed five (5) years.

7.0 INSURANCE, WORKSAFE, INDEMNITY

7.1 Insurance

The Contractor, without limiting its obligations or liabilities, and at its own expense, must provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with 30 days' advance written notice of cancellation or material change. The Contractor must provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract.

- a. Commercial General Liability (CGL), written on an occurrence-based form, in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
- b. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than \$3,000,000.
- c. Non-owned Automobile Liability insurance in an amount not less than \$3,000,000 per occurrence.
- d. It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required.

7.2 WorkSafeBC

Prior to undertaking any of the Work in this Contract, the Contractor will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC in relation to the Contract amount.

Out of Province contractors will be compliant with BC's registration requirements pertaining to out of province firms. Where WorkSafeBC registration requirements allow for a contractor to be registered with another Province's Worker's Compensation Board, or like organization, the contractor will provide the Regional District with the registration number and written documentation confirming that the contractor is in good standing with the appropriate Worker's Compensation Board, or like organization. The contractor will pay and keep current all assessments required to maintain good standing in relation to the Contract amount.

Where the Contractor may not be eligible for WorkSafeBC coverage, the Contractor should provide a copy of a letter from WorkSafeBC confirming ineligibility.

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property while undertaking the Work and will comply with the *Workers Compensation Act* of the Province of British Columbia.

The Contractor will maintain an Occupational Health and Safety Plan (OHSP) and ensure that their employees and Sub-Contractors are well trained and aware of OHSP.

7.3 Indemnity

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District and shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

8.0 **SCOPE OF WORK**

The scope of the work will be carried out for the duration of the contract.

The Regional District is requesting proposals to generate revenue for the recycling of scrap metal. This includes:

- Collection and preparation of material for markets,
- Transportation of material to markets,
- Provide scrap metal bins at two transfer station facilities within the City of Prince George limits: Quinn Street Regional Recycling Depot and Vanway Regional Transfer Station, and to provide ongoing servicing of the bins.
- The proponent shall produce a work plan and cost breakdown that addresses the fluctuation of markets and payment and gives a processing plan,
- Provide an option to include servicing of additional Regional District facilities.

8.1 Local Scrap Metal Services

The Regional District has two facilities that require additional levels of service. The Quinn Street Regional Recycling Depot and the Vanway Regional Transfer Station are both located within the City limits of Prince George. These two facilities accept collection of scrap metal by means of a roll-off bin at the facility. These two facilities are to be considered in the proposal process.

- a. Supply receiving bins, 20 yd – 40 yd roll-off bins.
- b. Service and pick up bins within one (1) hour call-out of the bins and replace with an empty bin as not to leave facility without a bin.
- c. Process materials from the two facilities, keep accurate records, and process monthly manifests and payment to the Regional District.

The Regional District retains the right to adjust facility operating hours and location. The Regional District will provide two (2) weeks advance written notice to the Contractor on any changes.

9.0 **PROPONENT'S INFORMATION**

9.1 Qualifications and Experience

The proponent must include in the proposal, a list of the personnel on the project team, and their role and responsibilities in this project. Sub-contractors, if any, must be identified.

The proponent must include a statement of qualifications and relevant experience in support of the proposal.

9.2 References

The proponent must include a minimum of three (3) references, complete with contact information, in the proposal for projects similar to the Scrap Metal Recycling Services at Regional District facilities. A brief description of the projects completed for each reference must be provided.

9.3 Professional Responsibility

Only qualified and experienced Scrap Metal Recycling service providers will be considered for this project. The successful proponent will be expected to provide services in accordance with a standard care, skill and diligence maintained by a person (or firm) providing the services described herein.

10.0 **FINANCIAL PROPOSAL**

The proponent must specify in the proposal, the fees required to satisfy the terms of reference, (Scope of Work), for the project, the work plan and methodology. The proponent must clearly identify and detail all costs separately. As well, the various stages of the work plan shall be costed, with taxes and disbursements clearly identified.

A completed Cost Estimate Table must be included, detailing the following items:

Pricing for:

- Price per tonne of bailing scrap metal.
- Price per tonne for transportation costs.
- Price per tonne for marketing and sale of product.
- Revenue payable to the Regional District per tonne

10.1 Terms of Payment

The proponent must specify in the proposal, the terms of payment, if any, required for the duration of the project.

11.0 WORK PLAN AND SCHEDULE

The proponent must provide a work plan in the proposal. The work plan is to include a schedule of seasonal sampling events per site, reporting milestones, the sequence of task occurrence and details concerning implementation and completion dates for each task.

12.0 DOCUMENTS

The successful proponent will be required to provide all documents related to the contract to the Regional District in hard copy. Two (2) copies of the proposal are to be submitted to the Regional District.

13.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP. Each proposal should clearly identify any information that is considered to be confidential or propriety information. Proponents are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including proposals, submitted to the Regional District in relationship to this project become the property of the Regional District. The Regional District will provide a debriefing for individual proponents at their request subject to the *Freedom of Information and Protection of Privacy Act*.

ACKNOWLEDGEMENT LETTER

The undersigned has received a full set of RFP ES-20-05 Scrap Metal Recycling Services

Authorized Signatory Signature

Name of Proponent

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

I/We presently intend ☐ to provide ☐ not to provide a Proposal.

Please return immediately by email to:

Rachael Ryder, Waste Diversion Program Leader
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Email: rryder@rdffg.bc.ca

GOODS AND SERVICES TAX INFORMATION

Supplier:

Name_____
Address_____
City_____
Province_____
Postal Code_____
Phone Number

Are you a GST Registrant?

Yes _____

No _____

If YES, please indicate your registration number: _____

If NO, Please fill in the following (check appropriate box):

☐

Supplier qualifies as a small supplier under s.148 of the legislation

☐

Other: Specify _____

Authorized Signatory Signature_____
Print Name_____
Title_____
Date

CONFLICT OF INTEREST DISCLOSURE STATEMENT**PROCUREMENT PROCESS****ES-20-05 Scrap Metal Recycling Services**

Proponent Name: _____

The Proponent, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Proponent on this Procurement Process:

- ☐ is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- ☐ has not, and will not, participate in any improper procurement practices that can provide the Proponent with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- ☐ has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

By signing below, I certify that all statements made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure_____
Authorized Representative of:_____
Signature of Person Making Disclosure_____
Date Signed



LIST OF CONTRACTOR'S PERSONNEL

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District. As the job is service oriented, the Regional District is looking for the Contractor's employees to have customer service experience.

| Name of Employee | Employee's Experience / Qualifications |
|-------------------------|---|
| | |

| Name of Supervisor | Supervisor's Experience / Qualifications |
|---------------------------|---|
| | |



LIST OF SUB-CONTRACTORS

The Contractor agrees that the Sub-contractors employed by them will be as listed below and further agrees that no changes or additions will be made to their list without the written approval of the Regional District.

| Name of Sub-Contractor | Address of Sub-Contractor | Work to Be Performed by Sub-Contractor |
|-------------------------------|----------------------------------|---|
| | | |



PROPONENT'S EXPERIENCE IN SIMILAR WORK

The Contractor is to demonstrate that they have a minimum of five (5) years of current customer service experience as well as staff supervision experience.

| Year | Work Performed | Reference Contact (name and phone number) | Value |
|------|----------------|--|-------|
| | | | |

CONTRACT AGREEMENT

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE, a local
government incorporated pursuant to the *Local Government Act*
and having its business office located at:
155 George Street
Prince George, BC V2L 1P8

(hereinafter called "the Regional District")

OF THE FIRST PART

AND:

CONTRACTOR

a company duly incorporated under the laws of British Columbia
and having a place of business at:
address
address, pc

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH that the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:

- (a) Provide all necessary materials, labour, supervision and equipment and perform all work, and fulfill everything as set forth in, and in strict accordance with, the Contract Documents for the project entitled "Scrap Metal Recycling Services", and
- (b) Commence to actively proceed with the work of the Contract April 1, 2020 and upon execution of the Contract.

2. The Contractor will pay to the Regional District, as full compensation for the performance and fulfillment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.

3. The General Conditions of Contract, Contract Agreement and other Securities, General Conditions, Operational Specifications and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.

4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are, and will be, the only contract, covenants and agreements on which any rights against the Regional District may be founded.

5. Subject to Clause 4, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.



6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of the Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:

The Contractor at _____
address

The Regional District at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Contract.

SIGNED ON BEHALF OF THE
REGIONAL DISTRICT OF FRASER-FORT GEORGE

Chair

Date

GM of Legislative and Corporate Services

Date

SIGNED ON BEHALF OF
CONTRACTOR

Authorized Signatory

Date

(Name and Title) (Please print)

Signature

Date

(Name and Title) (Please print)

GENERAL CONDITIONS

| | | |
|-----|---|----|
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1. **DEFINITION OF TERMS**

"BROKER" means any individual or organization in the business of buying and selling Processed Materials for the purpose of Recycling.

"CITY" means the City of Prince George.

"CONTRACT DOCUMENTS" or "CONTRACT" means and includes the complete and completed set of all documents, specifications, schedules and addenda incorporated therein, as listed in the Table of Contents.

"CONTRACTOR" means the successful Proponent who enters into the Contract.

"END USER" means any mill and other industrial facility where secondary materials are converted or prepared for conversion into a new material or product.

"EQUIPMENT" means anything and everything except persons used by the Contractor in performance of the work.

"FACILITY" means a Regional District solid waste or recycling receiving facility that is used for the deposit of municipal solid waste and may be used for the temporary storage of source separated residual materials.

"FLOOR PRICE" means the minimum price paid to the Regional District by the Contractor for the sale of processed recyclable materials.

"HEREIN" and "HEREOF", and similar expressions wherever used in the Contract Documents, shall relate to the whole of the Contract Documents and not to any one (1) paragraph alone, unless the context specifically requires it.

"MANAGER" means the General Manager of Environmental Services of the Regional District of Fraser-Fort George or their authorized representative.

"MARKETABLE" means Recyclable Materials and Processed Materials that can be consigned to an end user for the purpose of Recycling.

"MARKETING" means the sale of Processed Materials to a recognized End User or Broker for the purpose of Recycling.

"MARSHALLING AREA" means a Regional District solid waste receiving facility that is used for the temporary arranged storage of source-separated residual materials.

"MATERIAL RECOVERY FACILITY" or "MRF" means a building that is equipped and operated by the Contractor for the acceptance, sorting, processing, and marketing of Recyclable Materials.

"OWNER" means the Regional District of Fraser-Fort George

"PROCESSED MATERIAL" means any recyclable material that has been processed at the Contractor's MRF.

"PROCESSED or PROCESSING" means the handling, sorting, crushing and/or bailing of Recyclable Materials to Marketable standards recognized by the Recycling industry.

"PROPOSAL DOCUMENTS" means the same as "CONTRACT DOCUMENTS" or "CONTRACT".

"RECYCLABLES" or "RECYCLABLE MATERIAL" means all discarded scrap metal materials placed in or at a Facility and any materials added at a future time that can be recycled.

"RECYCLING" means the process of manufacturing or converting processed material into a new product.

"REGIONAL DISTRICT" means the Regional District of Fraser-Fort George

"REVENUE" means the gross revenue received for the sale of processed materials to recognized brokers and end users.

"SCRAP METAL" means ferrous and non-ferrous metallic materials including, but not limited to, sheet metal, siding, roofing, rebar, flashing, pipes, window frames, doors, furnaces, ducts, wire, cable, bathtubs, fencing, bike frames, automotive parts, machinery, metal furniture, tire rims, hot water tanks and old appliances.

"SUB-CONTRACTOR" means any person, firm or corporation approved by the Regional District having a contract for the execution or a part or parts of the Work included in this Contract.

"SUPPLY" or "PROVIDE" means supply and pay for and provide and pay for.

"UNMARKETABLE" means materials or processed materials that cannot be consigned to a broker or end user for the purpose of recycling due to the composition or contamination of the materials or due to the processing method employed.

"VEHICLE" means a motorized carrier and/or trailer, as defined in the *Motor Vehicle Act* of British Columbia.

"WORK" or "WORKS" means, unless the context otherwise requires, the whole of the work and materials, labour matters and things required to be done, furnished and performed by the Contractor under this Contract.

2. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor will provide, all supervision, labour, materials and equipment and all else necessary for, or incidental to, the proper execution of the Work described in the contract documents or as directed by the Regional District and all incidental Work to complete the project.

This Contract is not a Contract of Employment. The Contractor is an independent Contractor, and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

3. LOCAL CONDITIONS

The Contractor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality and practicability of the Work and of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

4. MANAGER'S STATUS

The Manager, or their delegate, will be the Regional District's representative during the period of operation and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Contractor maintains the solid waste facility in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Manager will have the authority to stop the Work whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

If at any time the Manager is of the opinion that there exists a danger to life or property, they may order the Contractor to stop Work or to take such remedial measures as they consider necessary.

The Contractor will comply with such an order immediately. Neither the giving or the carrying out of such orders thereby entitle the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

5. REPORTS

The Contractor will be required to keep neat and accurate records. Monthly Reports are required to be submitted for the sites that are serviced daily. The Contractor shall submit quarterly program status reports to the Regional District for each quarter of each year during the term of the Contract. Quarterly program status reports will be due within fifteen (15) business days after the close of the quarter being reported.

6. SUPERVISION AND LABOUR

The Contractor will keep on the Work at all times during its progress, a competent supervisor. The Contractor will identify the person who will act as the supervisor, in writing, to the Regional District. The supervisor will represent the Contractor in their absence and directions given to them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District's representative and have the authority to act on contractual obligations on behalf of the Contractor. As well, the supervisor will be responsible to ensure safe site operations for site conditions, equipment safety and members of the public using the facilities.

The Contractor shall employ at all times, qualified and experienced personnel to carry out the Work. The Contractor will keep on the Work when required, during operating hours, a minimum of one person. The Contractor will provide additional personnel required to carry out the Work.

The Contractor will comply with all federal and provincial legislation regarding wages and labour regulations including payment of any and all dues, levies, or charges made under or in relation to the Contract. The Contractor will make proof of payment available to the Manager when requested.

7. CHARACTER OF WORKERS

All workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor or worker employed by the Contractor or Sub-contractor who, in the opinion of the Manager, does not perform their work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol or is wilfully negligent, will at the written request of the Manager, be removed from the site of the Work immediately and will not be employed again in any portion of the Work without the approval of the Manager.

8. ASSIGNMENT OF CONTRACT

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

9. REGIONAL DISTRICT'S TERMINATION OF CONTRACT

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions and agreements contained in the Contract to be performed or stoppage under Article 4, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

10. SUB-CONTRACTORS

The Contractor is responsible to the Regional District for the acts and omissions of their Sub-contractors and of their workers to the same extent that they are responsible for the acts or omissions of the Contractor's workers. Nothing in the Contract Documents will create any contractual relations between any Sub-contractor and the Regional District. The Contractor will bind every Sub-contractor to the terms of the Contract Documents.

11. OWNERSHIP

The Material produced, received or provided by the Regional District to the Contractor as a result of this Agreement and any equipment, machinery or other property provided by the Regional District to the Contractor as a result of this Contract will:

- (a) be the exclusive property of the Regional District
- (b) immediately be delivered by the Contractor to the Regional District giving written notice to the Contractor requesting delivery of the same, or at the end date of this Contract

12. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after five (5) days written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

13. INDEMNITY AND RELEASE BY CONTRACTOR

The Contractor will indemnify and save harmless the Regional District from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of any kind brought or recovered against either of them by reason of any act or omission of the Contractor, its Sub-contractors, agents or workers arising from the entering of the Contract or the carrying out of the Work, whether on the Regional District's Property and whether arising from statutory liability or not.

14. PERMIT AND REGULATIONS

The Owner will acquire and retain landfill and transfer station operating permits or operational certificates issued by the Ministry of Environment.

The Contractor will, at their own expense, procure all other permits, certificates and licences required by law for the execution of the Work and will comply with all federal, provincial and local laws and regulations affecting the execution of the Work, save in so far as the Contract Documents specifically provide otherwise.

15. INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the site and will comply with the *Workers Compensation Act* of the Province of British Columbia. The Contractor will be liable for any and all injury or damage which may occur to persons or to property on the site due to any act, omissions, neglect or default of the Contractor, or their workers, Sub-contractors or agents and indemnify and save harmless the Regional District in this regard.

The Contractor will immediately report any on-site injury or damage to the Regional District's property to the Regional District.

16. OCCUPATIONAL HEALTH AND SAFETY

The Foothills Boulevard Regional Landfill, along with the other Regional District solid waste facilities, is a multi-employer work site as defined in the provincial *Workers' Compensation Act*. The Regional District of Fraser-Fort George is recognized as the prime contractor and is responsible for coordinating the occupational health and safety programs of all employees working at the Facility. The Contractor will ensure that they follow all occupational health and safety policies and procedures established by the Regional District. Contractors, their employees or agents not complying with the Regional District's health and safety expectations will be required to stop Work and will not be allowed to resume Work until the safety requirements are met.

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property at the Facility and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

The Contractor must prepare a Health and Safety plan in accordance with the provincial *Workers' Compensation Act*. A copy will be submitted to the Owner prior to commencing the Work.

17. CHANGES IN THE WORK

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor will proceed with the Work as changed and the Work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in any Contract unless a Change Order form or Purchase Order is completed and signed by the Regional District and the Contractor.

18. PAYMENT

Payment shall be based upon the unit price structure as presented in the Contractor's proposal. The Contractor's payment to the Regional District, if any is required by the Contract, will be provided to the Regional District upon completion of Work at each Facility. Works completed at the two Facilities, within city limits, will be paid monthly to the Regional District.

19. CONFIDENTIALITY

The Regional District is a public body subject to the *Freedom of Information and Protection of Privacy Act* (FOI). In accordance with the FOI, all information regarding the items and conditions, financial and/or technical aspects of the Contractor's Proposal which are, in the Contractor's opinion, of a proprietary or confidential nature, should be clearly marked "CONFIDENTIAL" at each relevant item or page.

Subject to the FOI, all information marked "CONFIDENTIAL" by the Contractor will be held in strict confidence and shall not be revealed to another party without the consent of the Contractor.

20. RIGHTS OF WAIVER

A waiver of any breach of provision of this Contract will not constitute or operate as a waiver of any other breach of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

21. SEVERABILITY

All articles of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining paragraphs hereof will not be affected.

22. GOVERNING LAWS

This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

23. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire understanding and agreement of the Contractor and the Regional District with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The Regional District and the Contractor agree to reference this Contract as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.

24. DISPUTE RESOLUTION

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Contract, the Contractor and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Contractor and the Regional District. If such negotiations are unsuccessful, the Contractor and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Contractor and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of the Regional District.

25. WAIVER OF TERMS AND CONDITIONS

The failure of either the Contractor or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Contract or to exercise any right or privilege in this Contract or the waiver by the Contractor or the Regional District of any breach of the terms or conditions of this Contract shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.



OPERATIONAL SPECIFICATIONS

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1. GENERAL

In accordance with this Contract, the Contractor shall provide all facilities, equipment and personnel necessary to operate a Scrap Metal Recycling Service which includes the responsibility for collecting, receiving, Processing, Marketing and transporting Recyclable Materials. The Contractor shall perform such services as required by the Contract and shall not be entitled to receive any remuneration from the Regional District other than that specified by the Contract.

- 1.1 In general, the responsibilities of the Contractor will be to:
 - Collect Recyclable Materials through temporary storage Facilities within the Regional District;
 - Process Recyclable Materials that conform to end user specifications;
 - Market Processed Materials and arrange transportation of Processed Materials to markets;
 - Provide all administrative support and equipment necessary to support the Contractor's operation; and
 - Operate in conformance with the Specifications and General Conditions of the Contract.
- 1.2 The Contractor alone, shall at all times be responsible for the safety of the general public, its employees in the Work and service provided, and for the safety, adequacy, efficiency and sufficiency of its office, MRF, machines, apparatus and equipment and the performance of the Work and the providing of service under this Contract.
- 1.3 It is the intent of this Contract that all collected Recyclable Materials are to be recycled.

2. CONTRACTOR'S PERSONNEL

- 2.1 The Contractor shall, at all times during the term of this Contract, have a local manager or a supervisor charged with the responsibility of supervising the operations of the Contract and at all times throughout the duration of this Contract shall maintain a local office in Prince George and a staffed telephone during all working hours.
- 2.2 The Manager shall be provided with the address and telephone numbers of the Contractor's representatives who may be contacted and available within reasonable notice 24 hours a day, 7 days a week, on matters relating to this Contract and who shall have overall responsibility for the Contract.
- 2.3 The Contractor shall have on duty, on all collection days, sufficient and qualified supervisors, each having a telephone or two-way radio-equipped vehicle so as to ensure a courteous, prompt and efficient service for handling public complaints and inquiries.
- 2.4 The Contractor shall employ a sufficient number of properly qualified and trained equipment operators, labourers and supervisory staff for the performance of the Work. Failure or delay in the performance of the Work due to the Contractor's inability to obtain personnel, of the number and skill required, shall constitute a default of the Contract.
- 2.5 The Contractor acknowledges that its employees, agents and sub-contractors will be dealing with the public in the execution of this Contract, and that it is of primary importance to the Regional District that excellent relations with the public be maintained, and that all persons under the control of the Contractor conduct themselves in a safe, courteous and respectful manner conducive to good public relations.

3. SITE MAINTENANCE AND CLEAN UP

At the completion of each Facility service, the Contractor shall clean-up the Facility, make a neat pile of any non-recyclable contaminants and carefully pass a magnet over the storage area to remove any metal which may cause damage to delivery or service vehicles, or to other vehicles/equipment on site or cause a health and safety concern.

4. REPORTING REQUIREMENTS

The Contractor will be required to keep records and submit records to the Regional District as specified in this Contract. The following minimum reporting requirements include:

- 4.1 Quarterly Program Status Report - The Contractor shall submit quarterly program status reports to the Regional District for each quarter of each year during the term of the Contract. Quarterly program status reports will be due within fifteen (15) business days after the close of the quarter being reported. At a minimum, these reports shall include the following information in respect of the quarter being reported:
 - i. verification and certification that Processed Materials have been received or used by a recognized Recycling Broker or End User to the satisfaction of the Manager;
 - ii. progress or problems encountered in meeting any applicable Work schedules;
 - iii. discussion of problems and noteworthy experience in program operation and suggested approaches to mitigating identified problems;
 - iv. a total weight summary in tonnes of all Recyclable Materials collected by source and Facility and dates of shipments to markets; and
 - v. market price of materials at time of sale.
- 4.2 Annual Reports: The Contractor shall submit annual reports to the Regional District for each year of the term of the Contract. These annual reports will be due within thirty (30) days after the end of each calendar year being reported. At a minimum, these reports shall be to the satisfaction of the Manager and will include the following information in respect of the year being reported:
 - i. an annual weight summary in tonnes of all collected, received and Processed Recyclable Materials handled by the Contractor under this Contract;
 - ii. changes, if any, in Marketing of recyclable commodities;
 - iii. a description of highlights, problems and measures taken to resolve problems and increase efficiency;
 - iv. suggested improvements to the program that can result in increased recovery of Recyclable Materials and/or result in program cost savings to the Regional District;
 - v. any additional information or comments the Contractor may wish to include; and
 - vi. included with the Annual Report, the Contractor will provide the Manager with a Certificate of Insurance confirming that the required insurance policies are continuously in effect and comply with the requirements of the Contract.

5. CONTRACTOR'S RECORDS

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

- 5.1 The Contractor shall maintain all ledgers, books of accounts, invoices, as well as all other records and documents evidencing or relating to any charges for the Work, and all costs, expenditures or disbursements to be paid by the Regional District for a period of five (5) years, or for any longer period required by law, from the date of final payment pursuant to this Contract.
- 5.2 Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during the regular business hours, on written request by the Manager. Unless an alternative is mutually agreed upon, the records shall be available at the Contractor's address indicated for receipt of notices in the Contract. The Contractor shall cooperate fully with the Regional District during any such audit or review.
- 5.3 If the Manager has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of the Contractor's business, the Regional District may, by written request, require that custody of the records, or copies of all such records, be transferred to the Regional District. Access to such documents shall be granted to any party authorized by the Contractor.

6. ILLEGAL WEIGHTS

The collection and transportation trucks provided or employed by the Contractor shall not exceed the legal weight limits prescribed by law.

7. UNITS OF MEASUREMENTS

In all cases, where imperial measurements are used under this Contract, the Contractor shall be responsible for their accurate conversion to metric units. All reports and other communications with the Regional District pursuant to this Contract shall be prepared using metric units of measurement.

8. ACCIDENT REPORTING

- 8.1 All vehicle collisions occurring while conducting Work related to the Contract will be reported to the Manager immediately.
- 8.2 All incidents involving residents will be reported to the Manager immediately.
- 8.3 The Contractor will complete a Regional District Incident Report to record each accident or incident occurrence.
- 8.4 Copies of all claims and reported damages must be submitted to the Manager for each occurrence.

9. INSPECTION OF WORK

The Manager may at any time inspect the Contractor's performance of the Work and for that purpose may enter into any place or premises where the Contractor is undertaking the Work to carry out inspections of the Work and to review whether the service supplied by the Contractor is adequate in all respects and in conformity with the requirements of the Contract. If, in the opinion of the Manager, the Contractor is not meeting the requirements of the Contract, then on written notice from the Manager, the Contractor will proceed without delay to institute corrective measures.

The Manager is not required to undertake any inspections, and any inspections shall not relieve or release the Contractor in any way from responsibility for the supervision of its operations under this Contract, from making its own inspections, and otherwise ensuring that the Work is being performed in full conformity with all terms and conditions of the Contract.

10. COLLECTION OF RECYCLABLES

10.1 SCOPE OF WORK

- 10.1.1 The Contractor will provide scrap metal processing, transport, marketing/sales for the following facilities:

Foothills Boulevard Regional Landfill
Bear Lake Regional Transfer Station
Hixon Regional Transfer Station
Mackenzie Regional Transfer Station
Valemount Regional Transfer Station

- 10.1.2 All Recyclable Material set out for collection becomes the property of the Regional District who shall have exclusive rights to the Recyclable Materials collected. Neither the Contractor nor the Contractor's workforce will be permitted or entitled to salvage, claim or possess any Recyclable Materials collected, unless authorized to do so by the Manager.

- 10.1.3 The Contractor will provide servicing for the collection of Recyclable Materials from Vanway Recycling Depot and Transfer Station and Quinn Street Regional Recycling Depot. The Contractor will supply collection containers and servicing of containers as per the Regional District's schedule for the Vanway Recycling Depot and Transfer Station and Quinn Street Regional Recycling Depot. The Scrap Metal will be processed, transported and marketed for sale.

10.2 LEVEL OF SERVICE

- 10.2.1 During the term of the Contract, the Contractor shall maintain and collect all materials from all Facilities, in accordance with the collection schedules specified by the Regional District, or whenever bins are full. The Manager may approve schedule changes on a site-specific basis.
- 10.2.2 During the term of the Contract, the Contractor shall service all Facilities in accordance with the posted hours of operation. The Contractor will not have access to Facilities outside of operating hours.
- 10.2.3 Due to winter conditions at the Facilities, consideration will be given by the Contractor to service all Facilities between April and October of each year, for the duration of the Contract.
- 10.2.4 During the term of the Contract, the Contractor shall collect materials from Vanway Recycling Depot and Transfer Station and Quinn Street Regional Recycling Depot within four (4) hours of call in by the Caretaker and shall not leave the facility without a bin.

10.3 CONTRACT EQUIPMENT

- 10.3.1 The Contractor shall obtain and pay for all necessary permits or licences required prior to the execution of the Work. The Contractor shall give all necessary notice and pay all fees required by law.
- 10.3.2 All equipment and machinery used in conducting the Work required by the Contract shall be included in their Proposal and shall be subject to the approval of the Manager, but approval or failure to approve the same, shall not relieve the Contractor from responsibility for the proper performance of the Contract, or liability under same.

10.4 MAINTENANCE OF EQUIPMENT

- 10.4.1 The Contractor shall be responsible for maintenance, repairs and all other operating costs of equipment including fuel, licencing, insurance, washing, storage, etc.
- 10.4.2 All equipment used in the execution of the Contract shall be mechanically sound and will be maintained in a clean, sanitary and aesthetically pleasing condition so as to present a positive image and promote neighbourhood acceptance and participation. The Contractor shall promptly repair all body damage that has the potential to present health and safety risks to customers or workers; could negatively affect the market value of a Processed Material; or creates an unsightly appearance. All repairs shall be to the satisfaction of the Manager.
- 10.4.3 Consideration must be given to addressing equipment breakdown and delays in completing the work.
- 10.4.4 Where, in the opinion of the Manager, conditions are not suitable or safe for the use of certain equipment or vehicles, the Contractor shall, upon written order of the Manager, carry out the work without the use of such equipment, and no allowance will be made to the Contractor as a result of such restriction.

10.5 LOADING OF COLLECTION VEHICLES

Extra care shall be taken in the loading and transportation of recyclable and other materials so that none of the material is left either on private property or on the streets or alleys. Any material left on private property or on streets or alleys by the Contractor shall be cleaned up within twenty-four (24) hours after being given notice of the same by the Manager, or by any member of the public, or by the customer of the Contractor. The Contractor is required to clean-up spillage and loose materials resulting from the Work to the satisfaction of the Manager.

- 10.5.1 The Contractor shall be responsible for the clean-up of all debris, spilled or tracked onto any street, alley or public place by any of the equipment operated by the Contractor or its Sub-contractors. If the Contractor fails to clean-up the same within twenty-four (24) hours after being given notice of the same by the Manager, the Manager shall take such measures as may be required to cause such streets, alleys or public places to be cleaned up.

10.6 MECHANICAL OR OIL SPILLS

- 10.6.1 Any, and all, hydraulic or oil spills must be reported to the Regional District immediately. In the event a spill starts, the vehicle operator will cease operations immediately until the Contractor's representative arrives on site.

10.7 STREET AND HIGHWAY CONDITIONS

- 10.7.1 The Contractor shall collect Recyclable Materials under all weather conditions. The only exceptions are weather conditions, such as flood, or other like conditions amounting to an Act of God, which prevents collection. Even in such exceptional cases, areas, or parts of areas, where collection can be made shall be serviced.

11. PROCESSING

11.1 SCOPE OF WORK

The Contractor will provide, operate and maintain one or more facilities to receive, process, handle, distribute and Market, Recyclable Materials as required by this Contract. Such facilities will include a location to which collected Recyclable Materials will be delivered.

The Contractor shall be responsible for Processing the collected materials to meet market specifications. All required equipment, labour, and facilities associated with the Processing of materials for market shall be the Contractor's responsibility.

11.2 MATERIALS RECOVERY FACILITY (MRF)

The Contractor shall supply a Materials Recovery Facility that is capable of handling all collections of Recyclable Materials. The design and function of the MRF must address the receiving, processing, handling and marketing of such Recyclable Materials. The location of the Materials Recovery Facility shall be in the Prince George area and comply with local government bylaws.

11.3 WEIGHING FACILITIES (SCALES)

The Contractor shall maintain a certified weigh scale at the MRF which will accurately record weight of all materials collected and disposed. A complete printout of all weights recorded must be supplied to the Manager. All weigh scales must be maintained in good condition and must be certified for trade by Consumer and Corporate Affairs (Canada) every six months during the term of this Contract, at the Contractor's expense, and such certificates shall be forwarded to the Manager. The Manager may request proof of weigh scale accuracy at any time during the term of this Contract, and the Contractor shall supply such proof to the reasonable satisfaction of the Manager forthwith upon receipt of such request.

11.4 MATERIAL MEASUREMENT AND RECORDS

- 11.4.1 Each load of materials within the scope of the Contract arriving or leaving the MRF must be weighed. The Contractor will ensure that their personnel are instructed in the proper use of the weigh scale and that they adhere to required operating procedures at all times.
- 11.4.2 The scale shall be of a design that is capable to accurately weigh to the nearest 10 kilograms.
- 11.4.3 Each load of materials, within the scope of the Contract, arriving at the MRF shall be weighed and the information shall be recorded for each delivery.

12. MARKETING OF RECYCLABLES

12.1 SCOPE OF WORK

This specification refers to the Marketing of Recyclable Materials and all related Work. The Contractor shall be responsible for the Marketing and transportation of all Recyclable Materials as set out in this Contract.

12.2 SALE OF RECYCLABLE MATERIALS

The Contractor will sell Processed Materials to available markets within 60 days of processing. In the event that marketable quantities are not accumulated within 60 days, the Contractor shall protect materials from any process or condition that may reduce the value of Recyclable Material and Processed Material. The Contractor may make written requests to the Manager for variations.

12.3 MATERIAL SHIPPING

- 12.3.1 The Contractor is responsible to arrange, coordinate and pay for the shipment of all Processed Materials to markets. The Contractor will provide the necessary shipping and receiving functions at the MRF.
- 12.3.2 The Contractor will keep all appropriate records of all transactions involving the Processed Material and will be subject to audit.

12.4 REVENUES

Revenue from the sale of Processed Materials will be made to the Regional District as a requirement of this Contract.

13. MAP OF LOCATIONS

