



REQUEST FOR PROPOSALS

RFP-2018-19

Summerland Sanitary Landfill Compost Facility

Issue Date: September 14, 2018

Two (2) complete printed copies and one (1) electronic complete copy of a Proposal in an envelope plainly marked "RFP-2018-19 Summerland Sanitary Landfill Compost Facility" may be hand delivered, couriered or mailed and must be received prior to the Closing Date and Time. Fax or e-mailed copies will not be accepted.

RFP Closing Time: 2:00 pm local time

RFP Closing Date: Monday, October 1, 2018

**Delivered to: District of Summerland
Box 159
13211 Henry Avenue
Summerland, BC V0H 1Z0**

Proposals will not be opened in public.

It is the sole responsibility of the Proponent to check the District's website at www.summerland.ca for any updated information and addendum issued before the closing Date and Time. The District's website is the only authorized website to obtain competitive bid documents for the District of Summerland opportunities. The District of Summerland shall not be held responsible for our competitive bid documents that are located on any other website.

TABLE OF CONTENTS

1.0	PROJECT OVERVIEW	3
2.0	DEFINITIONS.....	3
3.0	CONTENT OF PROPOSAL	4
4.0	INSTRUCTIONS TO PROPONENTS	6
5.0	REQUEST FOR PROPOSALS (RFP) PROCESS.....	7
6.0	PRE-RFP INFORMATION & EVALUATION.....	8
7.0	PROPOSAL PREPARATION	12
8.0	ADDITIONAL TERMS.....	13
9.0	CONDITIONS	15
10.0	CONTRACTOR’S OR CONSULTANT’S OBLIGATIONS	16
11.0	INSURANCE PROTECTION AND DAMAGE.....	17
	SCHEDULE A - PROJECT DETAILS.....	20
	SCHEDULE B – PROPOSAL SUBMISSION FORM.....	28
	SCHEDULE C - DRAFT SAMPLE CONTRACT.....	30

1.0 PROJECT OVERVIEW

The District of Summerland is requesting submission of Proposals from qualified Proponents for assistance in determining a preferred location and method for the District of Summerland to better handle and treat organic waste, to aid in submitting and expression of interest and application for the Organics Infrastructure Program funding and to provide completed engineered drawings of the proposed compost facility. Tendering, construction administration and management services will also be required.

To be considered for this project, proponents must propose an appropriate team of engineers and required experts, present a methodology for completing the work, and demonstrate suitable knowledge and relevant historical experience to complete this project. This Request for Proposal describes the services sought by the District of Summerland, the Proposal requirements, and sets out the District's RFP process, evaluation and selection process.

2.0 DEFINITIONS

- a. **"Best Value"** mean the highest total ranked score of evaluation criteria and closest alignment with project goals as determined by the District.
- b. **"Closing Date and Time"** means Monday, October 1, 2018 at 2:00 pm (PT).
- c. **"CAO"** means the Chief Administrative Officer of the District of Summerland.
- d. **"Contract"** means a written agreement between the District of Summerland and the Successful Proponent resulting from this RFP.
- e. **"Contractor or Consultant"** means the Successful Proponent who is a party to the Contract.
- f. **"District"** means the District of Summerland.
- g. **"must", "mandatory", or "required"** means a requirement that must be met in order for a Proposal to receive consideration.
- h. **"Organic Material"** means organic waste generated from the residential and agricultural sectors including food waste, yard & garden waste, green wood, white wood, compostable paper products and bio-solids.
- i. **"Project"** means the Summerland Sanitary Landfill Compost Facility.
- j. **"Project Manager"** means the Solid Waste and Recycling Operations Project Manager.
- k. **"Project Office"** means
District of Summerland
Box 159, 13211 Henry Avenue
Summerland BC, V0H 1Z0
- l. **"Proponent"** means a party submitting a Proposal to this RFP.
- m. **"Proposal"** shall mean the Proponent's submission to the RFP.
- n. **"Proposal Review Committee"** means the team of qualified staff appointed by the CAO to review and assess Proposals.
- o. **"Request for Proposal" or "RFP"** includes the documents listed in the index and any modifications thereof or additions thereto incorporated by addenda before the Closing date and Time.

- p. **“should”** or **“desirable”** means a requirement having a significant degree of importance to the objectives of the RFP.
- q. **“Subcontractor or Subconsultant”** means an individual or firm engaged by a Contractor or Consultant to provide services related to the Contract.
- r. **“Successful Proponent”** means the Proponent submitting the RFP with the Best Value as determined by the District.
- s. **“Work”** or **“Services”** means and includes any and all the tasks and deliverables required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal, which the Successful Proponent therefore agrees to provide in the Contract.

3.0 CONTENT OF PROPOSAL

Two (2) complete original printed copies and one (1) complete electronic copy in PDF format must be submitted. The following documents must be included in the submission:

a. Proposal Submission Form (signed and dated)

Proposal must include a completed, signed and dated Proposal Submission Form. A copy of this form is included in Schedule ‘B’.

b. Proponent Profile

Proposals should include a description of the firm’s capabilities, background and experience that makes it well suited to this project. The profile will also include:

- the Project Manager who the Proponent has appointed to lead the Proponent’s project team and who will be the main contact for the District;
- a list of key individuals, including the Project Manager and Subconsultants, who will have major responsibilities for the performance of the work;
- their professional designation, responsibilities, qualifications, education, relevant experience directly related to the proposed Work and work to be performed by each of the Proponent’s project team members; and

The Proposal shall include the following endorsement:

“Identified Key Project Team members shall only be replaced with written approval of the District of Summerland.”

c. Approach and Methodology

Proposals should include a detailed work plan outlining all relevant and major tasks along with the personnel, estimated hours, hourly rates and total estimated costs for each task as well as:

- detailed breakdown of anticipated disbursements including, but not limited to, vehicle costs, mileage, travel, meals, lodging, and administrative support;

- a detailed outline clearly describing the methodology anticipated to complete this consulting assignment and used to manage the project's expectations, resources, budget and to ensure quality control;
- discuss how the Work will be completed and what services or interaction is required from/with the District;
- identify any specialized equipment, unique approaches, or concepts or cost saving measures your company may use relevant to the required services;
- a list of all relevant tasks, meetings, milestones, and deliverables required to complete this consulting assignment; and,
- capacity and ability of the Project Manager and Project team to deliver the services within the defined timeframe must be discussed.

It is the expectation of the District that Proposals will include a detailed "Approach and Methodology" section which clearly outlines the approach that the Successful Proponent will plan to take to complete the Project.

d. Fee

Proposals must include fees as listed in Section 3.0(c) and a list of any additional fees for services included in the Proponent's proposal that are not required in the Scope of Services;

- GST shall not be included in the Contract Fee. GST will be added to the Contract Fee at the time of payment by the District. All other applicable taxes are to be included in the Contract Fee; and,
- Proposals should include a total fee amount as well as a rate per hour for additional consulting services upon request. Proposals should include a total fee amount that identifies expenses associated with the Proposal, including, but not limited to, consulting, reporting, presentations, community and stakeholder consultation, travel and ancillary expenses.
- broken down by Major Task, as listed in Schedule A-Project Details 5.0 Major Tasks

e. References

Proposals must include three (3) references who the Proponent has done similar work for. The references should be from a third party who can provide information about the performance of the Proponent in delivering the works or services for the experience cited.

f. Value Added

Proposals may include ideas beyond the scope of the RFP that provide added benefit to the District. Additional ideas should result in more comprehensive findings, leading to more actionable and effective recommendations. Rates for any value added items outside of the RFP scope of work should be included.

4.0 INSTRUCTIONS TO PROPONENTS

4.1 APPLICABLE LAWS

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of BC.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Works, the more restrictive shall apply. All references in the RFP to statutes and regulations thereto and District bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

4.2 COPYRIGHT

All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the District, shall remain the property of the District.

4.3 INCONSISTENCY BETWEEN PROVISIONS

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Executed Form of RFP; (4) all other documents.

4.4 HEADINGS

Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

4.5 PAYMENT

Method of payment is governed by District policy as well as applicable federal and provincial law.

4.6 ENTIRE AGREEMENT

The RFP, accepted submission, and District Contract represent the entire agreement between the District and the Contractor or Consultant and supersede all prior negotiations, representations or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Contractor or Consultant and the District.

5.0 REQUEST FOR PROPOSALS (RFP) PROCESS

5.1 NOT A TENDER CALL

This RFP is not a tender call, and the submission of any response to the RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the District.

5.2 NO OBLIGATION TO PROCEED

Though the District fully intends at this time to proceed through the RFP, the District is under no obligation to proceed. The receipt by the District of any information (including any submissions, ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent or on its behalf), shall not impose any obligations on the District. There is no guarantee by the District, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the District.

5.3 ADDENDA AND SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addenda will be posted on the District's website (www.summerland.ca). Addenda may be issued up to 48 hours prior to the Closing Date and Time. After this time, the RFP will be considered complete and no further addenda will be issued.

5.4 ELIGIBILITY

Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in the District's opinion, give rise to a conflict of interest in connection with the RFP.

5.5 CONFLICT OF INTEREST

Any potential or perceived conflict of interest must be disclosed to the District in writing together with the Proposal documents. Any conflict of interest identified will be considered and evaluated by the District. The District has the sole discretion to take the steps they deem necessary to resolve the conflict. If during the term of the Contract, a conflict or risk of conflict of interest arises, the Proponent will notify the District immediately, in writing, of that conflict or risk and take any steps that the District reasonably requires to resolve the conflict.

6.0 PRE-RFP INFORMATION & EVALUATION

6.1 COST OF PREPARATION

Any cost incurred by the Proponent in the preparation of this Proposal will be borne solely by the Proponent.

6.2 INTENTION OF THE DISTRICT

The Proponent that submits to the District the Proposal that best represents the interests of the District may be awarded the Contract. The District reserves the right to accept or reject all or part of the RFP, however, the District is not precluded from negotiating with the Successful Proponent to modify its Proposal to best suit the needs of the District.

6.3 REJECTION OF PROPOSALS

The District reserves the right to reject, at the District's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which:

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialled) erasures or corrections in the Proposal or any schedule thereto;
- c. omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- d. fails to complete the information required by the RFP to be furnished with a Proposal; and /or,
- e. fails to complete the information required whether the same purports to be completed or not.

Further, a Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and/or Municipal legislation. As it is the purpose of the District to obtain a Proposal most suitable to its interests and what it wishes to accomplish, the District has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to provide the Best Value to the District.

6.4 EVALUATION CRITERIA

Proposals will be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. If all submissions do not meet the District's mandatory criteria, it shall remain the District's sole discretion to evaluate submissions and reject all or award to the Proponent with the highest overall ranking.

MANDATORY CRITERIA
<ul style="list-style-type: none"> • Proposals received by Closing Date and Time (two printed copies & one PDF electronic) in a sealed envelope consisting of components outlined in Section 3. • Proposal Submission Form – signed and dated • Proponent Profile, Approach/Methodology, Fee, & References

SCORED EVALUATION CRITERIA
Proposals meeting the mandatory requirements will be further evaluated based on predetermined criteria and weighting as detailed below:
EXPERIENCE/PROJECT TEAM AND REFERENCES – 35%
<ul style="list-style-type: none"> • Experience and education of the Project Team as it relates to the work outlined in the RFP. • Experience (type and number of similar projects) of the firm. • References – comments from clients utilizing the Proponent’s services for similar projects.
APPROACH AND METHODOLOGY – 30%
<ul style="list-style-type: none"> • The approach and philosophy applied to complete the Services as outlined in the RFP. • Demonstrated clear understanding of the scope of work, identification of key issues and initiatives.
BUDGET & FEE – 25%
<ul style="list-style-type: none"> • Value for proposed services • Explanation/breakdown of proposed budget
PROJECT SCHEDULE – 10%
<ul style="list-style-type: none"> • A detailed Schedule of the proposed start and end date of the Project.

Following evaluation, a short list may be developed and shortlisted Proponents may be invited to make a presentation on their Proposal to the District representatives before a final selection is made.

6.5 EVALUATION COMMITTEE

Evaluation of Proposals may be made by an Evaluation Committee formed by the District.

Upon submitting a Proposal, Proponents agree that the District may disclose their company name; however, no prices, scores, weights or totals will be provided to any Proponents.

Awards will be made based on the Best Value offered, and the Best Value will be determined by the District. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.

6.6 CONFIDENTIALITY OF PROPOSALS

The District will endeavour to keep all Proposals confidential. The material contained in the Proposal from the Successful Proponent will be incorporated in a Contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the District Contract shall not be released if the District deems such releases inappropriate, subject to the *Freedom of Information and Protection of Privacy Act*.

6.7 CONFIDENTIALITY OF DISTRICT'S INFORMATION

All Proponents and any other persons who, through this RFP process, gains access to the District's confidential financial information, are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFP process. This requirement will continue with respect to such information learned by the Successful Proponent, if any, over the course of any contract for service which arises out this RFP process. Information pertaining to the District obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization of the District.

6.8 CLARIFICATION

The District reserves the right to seek Proposal clarification with the Proponents to assist in making evaluations.

The District reserves the right to:

- consider and analyze Proposal submissions;
- reject any Proposal it considers not in its best interest;
- to meet with the Proponents, either individually or collectively, to discuss the RFP and their submissions;
- after identifying the preferred Proponent, to negotiate any changes, amendments or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals;
- to cancel the RFP at any time without incurring liability to any Proponent;
- to reject any or all Proposals;
- to accept any Proposal whether complete or not;
- not to accept the Proposal with the lowest fee;
- to alter any aspects of the RFP in its sole discretion.

It is the nature of the RFP process that the RFP and/or the Proposal in response to the RFP will not constitute a binding Contract, but will only form the basis for the Contract, and does not mean that the Proposal is necessarily acceptable in the form submitted.

6.9 ACCEPTANCE OF PROPOSAL

The District shall not be obligated in any manner to any Proponent whatsoever until a Contract has been duly executed relating to an approved Proposal. No act of the District other than written notice signed by the District's Corporate Officer shall constitute an acceptance of a Proposal. Such acceptance shall bind the Successful Proponent to execute in a manner satisfactory to the District.

6.10 NEGOTIATION DELAY

If a written Contract cannot be negotiated within 30 days of notification to the Successful Proponent, the District may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate 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.

6.11 INQUIRIES AND CONTACT DURING THE RFP PROCESS

General inquiries related to this RFP are to be directed, in writing, to:

Candace M. Pilling
Solid Waste and Recycling Operations Project Manager
District of Summerland
Box 159, 9215 Cedar Avenue
Summerland, BC V0H 1Z0
cpilling@summerland.ca

Information obtained from any other source is not official and should not be relied upon.

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having any doubts as to the meaning or intent of any provision should immediately notify the above-noted project contact.

Inquiries and responses providing new information and any changes, additions, deletions to the Proposal scope, conditions or Closing Date and Time, will be recorded and distributed through an Addendum issued by the District which will be posted on the District website (www.summerland.ca). All Addenda are to become part of the Proposal documents. Verbal discussion with District staff shall not become part of the RFP or modify the RFP unless confirmed by written Addendum.

Proponents may also request specific information related to this project; the District retains the right to determine whether the information is relevant and suitable for release.

Inquiries and responses will be recorded and may be distributed to all Proponents at the District's option. Questions will not be accepted or answered within 48 hours of the Closing Date and Time.

6.12 SUBMITTAL DEADLINE AND INSTRUCTIONS

Delivery of Proposals to the District of Summerland Project Office prior to the Closing Date and Time is solely and strictly the responsibility of the Proponent. The District shall not, under any circumstances, be responsible for delays caused by any delivery service, or for delays caused by any other occurrence. All Proposals must be manually and duly signed by an authorized corporate officer or principal(s) of the organization with the authority to bind said Proponent.

Proposals must be received at the Project Office the Closing Date and Time.

Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP project title.

6.13 AMENDMENTS TO PROPOSALS

A Proponent may amend or revoke a Proposal by giving written notice to the District, delivered by hand, mail, fax, or e-mail to the Project Office. An amendment that is received after the Closing Date and Time will not be considered and shall not affect a Proposal, as submitted. An amendment or revocation must be signed by an authorized signatory of the Proponent.

The District reserves the right to disqualify a Proponent if, in the opinion of the CAO, an amendment expressly, or by inference, discloses the Proponent's fees or other material element of the Proposal such that the confidentiality of the Proposal may have been breached.

If a Proposal amendment or revocation is sent by fax or email, the Proponent assumes the entire risk that the District will properly receive the fax or email before the Closing Date and Time. The District shall not be liable to any Proponent for any reason a fax or email is not properly received.

7.0 PROPOSAL PREPARATION

7.1 CHANGES TO PROPOSAL WORDING

The Proponent will not change the wording of its Proposal after the submission deadline and no words or comments will be added to the Proposal unless requested by the District for purposes of clarification.

7.2 IRREVOCABILITY OF PROPOSALS

By submission of a clear and detailed written notice, the Proponent may withdraw its Proposal prior to the Closing Date and Time. After the Closing Date and Time, all Proposals become

irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the District.

7.3 PROPONENT'S EXPENSE

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District, if any. If the District elects to reject all Proposals, the District will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

7.4 LIMITATION OF DAMAGES

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal to a maximum of \$250. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

7.5 FIRM PRICING

Proposals must be firm for at least 90 days after the RFP Closing Date. Prices will be firm for the **entire period of the Contract**.

7.6 CURRENCY AND TAXES

Prices quoted are to be in Canadian dollars and excluding GST.

Proponents acknowledge that, if it is a non-resident company, payments to the Proponent, as a non-resident, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Proponent, as a non-resident, provides the District with an official letter from Canadian Customs and Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the Income Tax Act (Canada).

8.0 ADDITIONAL TERMS

8.1 SUBCONTRACTING OR SUBCONSULTING

- a. Using a Subcontractor or Subconsultant is acceptable. This includes a joint submission by two (2) Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two (2) product or service lines and this must be defined in the Proposal.
- b. The Proposal shall include the company name of all subcontractors and subconsultants proposed to be used in the performance of the Work with a description of the work they would be performing.

- c. A Subcontractor or Subconsultant individual or firm, whose current or past corporate or other interests may, in the District's opinion, give rise to a conflict of interest in connection with this project will be subject to the terms set out in Section 5.5 of this RFP. This includes, but is not limited to, any firm or individual involved in the preparation of this Proposal.
- d. If the District so requires, the Proponent shall be prepared to confirm to the District the competence of subcontractors and subconsultants prior to acceptance of the Proposal.
- e. Any Subcontracting or Subconsulting of the service to any firm or individual or changing of a Subcontractor or Subconsultant after the award of a Contract must have prior written approval by the District.

8.2 LIABILITY FOR ERRORS

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

8.3 AGREEMENT WITH TERMS

By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.

8.4 USE OF REQUEST FOR PROPOSALS

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

8.5 DISTRICT REPRESENTATIVE

A District representative will be assigned by the District to oversee the compliance of the Proposal awarded to the Contractor or Consultant. In addition, the Contractor or Consultant will be expected to name a counterpart Project lead.

8.6 PAYMENT HOLDBACK

The Contract may contain a provision whereby the District will hold back a portion of the total Contract price until the requirements of the RFP have been met.

8.7 SOFTWARE

It is the Contractor's or Consultant's responsibility to ensure that the District has all licenses required to use any software that may be supplied by the Contractor or Consultant pursuant to the Contract.

8.8 ARBITRATION

All disputes arising out of or in connection with the Contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

9.0 CONDITIONS

- a. A qualified Proposal is one which meets the needs and specifications of the District in accordance with the terms and conditions contained in the RFP. The preferred Proposal is a qualified Proposal offering the Best Value, as determined by the District.
- b. The District will decide whether a Proposal is qualified by evaluating all of the Proposals based on the needs of the District, specifications, terms and conditions and price. The District Evaluation Committee will examine all Proposals and recommend which Proposal provides the Best Value to the District.
- c. A Proposal which is unqualified is one that does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the District. The District reserves the right to reject any or all unqualified Proposals.
- d. The District reserves the right to cancel this RFP at any time.
- e. The District recognizes that Best Value is the essential part of purchasing a product and/or service and therefore the District may prefer a Proposal with a higher price, if it offers greater value and better serves the District's interests, as determined by the District, over a Proposal with a low price. The District's decision shall be final.
- f. The District reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the District.
- g. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.
- h. Where only one Proposal is received, the District reserves the right not to make public the amount of the Proposal. The amount of the Proposal will be made public if a contract is awarded. The District reserves the right to accept or reject a Proposal, where only one Proposal is received.

- i. The District reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this RFP.
- j. The District shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.
- k. Cancellation Clause: The District reserves the right to cancel the Contract for goods and/or services as outlined in this RFP, at any time, by providing 30 days written notice to the Contractor.

10.0 CONTRACTOR'S OR CONSULTANT'S OBLIGATIONS

10.1 REGISTRATION WITH WORKSAFEBC

The Contract may contain a provision that the Contractor or Consultant and any approved Subcontractors or Subconsultants must be registered with WorkSafeBC, in which case WorkSafeBC coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Contractor or Consultant may be required to submit a WorkSafeBC Clearance Letter indicating that all WorkSafeBC assessments have been paid.

The Contractor or Consultant shall ensure compliance on their part with the Workers' Compensation Act and any regulations there under, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor or Consultant in respect of his operations under this Contract, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations there under or because said Board is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the District on twenty-four (24) hours written notice to the Contractor or Consultant, may terminate the Contract.

10.2 GOVERNING REGULATIONS

The Contractor or Consultant shall apply and pay for all necessary permits or licences required for the execution of the Work (and shall include the obtaining of permanent easements or rights of servitude). The Contractor or Consultant shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health. The Contractor or Consultant shall be responsible for the

safety of all workers and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

11.0 INSURANCE PROTECTION AND DAMAGE

11.1 GENERAL INSURANCE

The Contractor or Consultant shall procure and maintain, at its own expense and cost, the insurance policies listed in Section 11.2, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Work or Services, the District advises in writing that it has determined that the exposure to liability justifies less limits.

11.2 INSURANCE

As a minimum, the Contractor or Consultant shall, without limiting its obligations or liabilities under any other contract with the District, procure and maintain, at its own expense and cost, the following insurance policies:

Commercial General Liability Insurance

Providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident, and \$5,000,000 in the aggregate; providing for all sums which the Contractor or Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations carried on in connection with this Contract; including coverage for Contractor's or Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.

Cross Liability Coverage

Coverage must include a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

Coverage must remain in force for the life of the Project and for a minimum of 12 months after substantial completion.

Professional Errors and Omissions Insurance

Coverage in the amount of \$2,000,000 per occurrence and \$5,000,000 in the aggregate, and must remain in force for the life of the Project and for 12 months after substantial completion.

Automobile Liability Insurance

Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Contractor directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than \$5,000,000 inclusive, for loss or damage including bodily injury, death or third-party property damage resulting from any one accident or occurrence.

11.3 THE DISTRICT NAMED AS ADDITIONAL INSURED

The Commercial General Liability policy shall provide that the District is named as an Additional Insured thereunder and that said policy will be primary without any right of contribution from any insurance otherwise maintained by the District, with respect to claims arising out of the operations of the Contractor or Consultant in any way related to the performance of the Works or Services.

11.4 CONTRACTOR'S SUBCONTRACTORS AND CONSULTANT'S SUBCONSULTANTS

The Contractor or Consultant shall require each of its Subcontractors and Subconsultants to provide comparable insurance to that set forth under Section 11.2 above.

11.5 CERTIFICATES OF INSURANCE

The Contractor or Consultant agrees to submit Certificates of Insurance, for itself and for all of its Subcontractors and Subconsultants to the District prior to commencing the Work or providing the Services. Such Certificates shall provide that 30 days' written notice shall be given to the District prior to any cancellations of any such policy or policies. The Contractor or Consultant agrees to notify the District of any material changes to such policy or policies.

11.6 OTHER INSURANCE

After reviewing the Contractor's or Consultant's Certificates of Insurance, the District may require other insurance or alterations to any applicable insurance policies in force during the period of this Contract and will give notifications of such requirement.

11.7 ADDITIONAL INSURANCE

The Contractor or Consultant may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the District. The Contractor or Consultant shall ensure that all of its Subcontractors and Subconsultants are informed of and comply with the District's requirements.

11.8 INSURANCE COMPANIES

All insurance, which the Contractor or Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

11.9 FAILURE TO PROVIDE

If the Contractor or Consultant fails to do all or anything which is required of it with regard to insurance, the District may do all that is necessary to effect and maintain such insurance, and any monies expended by the District shall be repayable by and recovered from the Contractor or Consultant. The Contractor or Consultant expressly authorizes the District to deduct from any monies owing the Contractor or Consultant, any monies owing by the Contractor or Consultant to the District.

11.10 NON-PAYMENT OF LOSSES

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or Consultant or any Subcontractor or Subconsultant shall not be held to waive or release the Contractor or Consultant or Subcontractor or Subconsultant from any of the provisions of the insurance requirements or this Contract, with respect to the liability of the Contractor or Consultant. Any insurance deductible maintained by the Contractor or Consultant or any Subcontractor or Subconsultant under any of the insurance policies is solely for their account and any such amount incurred by the District will be recovered from the Contractor or Consultant.

11.11 INDEMNITY

The Contractor or Consultant shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the District, its elected officials, officers, employees and managers (collectively the Indemnitees) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.

The Contractor or Consultant shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.

SCHEDULE A - PROJECT DETAILS

1.0 PURPOSE

The District of Summerland (District) is requesting submission of Proposals from qualified Proponents for assistance in determining a preferred location and method to better handle and treat organic waste, to aid in submitting an expression of interest (EOI) application for the Organics Infrastructure Program (OIP) funding and to provide completed engineered drawings of the proposed compost facility. Tendering, construction administration and management services will also be required.

2.0 ORGANICS INFRASTRUCTURE PROGRAM WEBINAR

To support applicants with their EOI, the Ministry of Environment and Climate Change Strategy will be hosting a webinar to review the EOI form and guidance, and to respond to questions. This webinar will be offered on the following dates:

- Tuesday, September 25, 2018: 1:30 – 2:30 pm PDT
- Wednesday, September 26, 2018: 9:30 – 10:30 am PD

It is highly suggested that Proponents attend this webinar. If a Proponent is interested in attending either of these webinars, please RSVP to OrganicsFund@gov.bc.ca and specify your preferred date.

3.0 BACKGROUND

The District currently owns and operates a composting site at the Summerland Sanitary Landfill. Composting is done through a turned windrow system with sludge, yard waste and agricultural waste as its feed stock. In September 2017, the Ministry of Environment, Environmental Protection Division staff conducted an inspection, under the Environmental Protection Act (EMA), of the composting site. The inspection determined that the District is out of compliance with sections identified in the Organic Matter Recycling Regulation (OMRR) and are required to implement necessary changes or modifications to address these non-compliance issues.

The Ministry of Environment and Climate Change Strategy announced that the Province of British Columbia and the Government of Canada will be accepting EOI applications in support of infrastructure projects in BC that process municipal and/or agricultural organic wastes for beneficial re-use under the OIP. The District will be constructing a compliant composting operation facility at the Summerland Sanitary Landfill and, if determined to be viable, move forward with the removal of residential organic waste from our garbage for composting and sale. The EOI for the OIP was released September 7, 2018 and closes end of day November 7, 2018. Eligible expenditure is limited to March 31, 2022 and construction of the infrastructure must be completed by the end of 2022.

4.0 MAJOR TASKS

The following outlines the major tasks for this project:

Phase 1:

1. Provide options and determine a preferred method for the District to better handle and treat organic waste.
2. Prepare for submission, in conjunction with the District, an Expression of Interest for the Ministry of Environment and Climate Change Strategy Organics Infrastructure Program.

Remaining Phases:

NOTE: Major Tasks 3-11 are Optional Items. These tasks may not be awarded or may be modified dependent on the OIP process and outcome.

3. Prepare for submission, in conjunction with the District, an application for the Ministry of Environment and Climate Change Strategy Organics Infrastructure Program.
4. Prepare and implement a public consultation and communications plan.
5. Prepare engineered design drawings, specifications and installation details suitable for proceeding to tendering and construction of the selected option for the Summerland Sanitary Landfill Compost Facility.
6. Prepare a collection option memo.
7. Prepare an education program memo.
8. Prepare an end product plan and marketing campaign.
9. Provide tendering, construction administration and management services for the construction of the Summerland Sanitary Landfill Compost Facility.
10. Commissioning.
11. Reporting Requirements.

5.0 EXPECTED OUTCOMES

It is expected that at the end of the first phase (Major Tasks 1 & 2) that the District will be presented with details for different composting options at the landfill. Utilizing this information the District will resolve whether to separate residential organic waste from our solid waste stream and determined the appropriate composting technology and location to construct a Compost Facility at Summerland Sanitary Landfill. The required information necessary for the OIP EOI will need to be determined prior to the EOI submission deadline of November 7, 2018.

During the second phase the required information (detailed project scope, desirable project outcomes, clear plan to monitor and report on project outcomes, comprehensive budget, and ability to deliver the project to a high standard), plans, and documentation will be part of the application for the OIP which will be submitted in the spring of 2019.

Should the District not be invited to proceed with submitting an application or not receive the funding, the chosen Proponent and the District will review the project to determine how to proceed. Possible changes such as reducing the project scope or phasing the construction of the compost facility will need to be considered to determine how the District can feasibly move forward with the required improvements.

Phase 3 will include detailed design and construction, as well as in depth public consultation, implementation of an education program and end product marketing program.

At the completion of this project the District will have constructed a community supported, compliant, cost effective compost facility at the Summerland Sanitary Landfill and have determined a plan for communications, public education and marketing of the end product.

6.0 SCOPE OF WORK

The Proponent must show that they have an understanding of what the Work involves and what is required to complete the project. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP within the project schedule.

It is anticipated that the successful Proponent; along with any required sub-consultants, will provide the following Work as a minimum:

1. Provide options and determine a preferred method for the District to better handle and treat organic waste.
 - Review of existing documents and drawings that are relevant to the scope of Work;
 - Review available organic material streams for use as composting feed stock (excluding commercial waste) for the Summerland Sanitary Landfill Compost Facility;
 - Determine if it is feasible to include residential food waste as part of the District's composting program (keep sludge and food waste separate);
 - Odour impact assessment-Odour Mapping: maximum odour concentrations, hourly exceedances >1 odour unit (OU), hourly exceedances >5 OU
 - Green House Gas calculations;
 - Identify and review any impacts that the new compost facility will have, if any, on traffic and the road system in Summerland;
 - A Class D cost estimate for each option proposed of all eligible and ineligible costs to convert to this program, including collection, staffing, education, marketing, etc.;
 - A high level life cycle cost estimate for each option of the proposed composting facility;
 - Determine the most suitable location for the compost facility within the Summerland Sanitary Landfill boundaries;
 - Ensure the proposed compost facility is eligible for the OIP funding and compliant with all applicable regulations; and
 - Ensure the preferred method has taken into consideration the OIP ranking criteria.
2. Prepare for submission, in conjunction with the District, an EOI for the Ministry of Environment and Climate Change Strategy OIP based on the agreed upon method-to be fully vetted and submitted by end of day November 7, 2018;
 - See Ministry of Environment and Climate Change Strategy-OIP Guide for submitting an Expression of Interest; and
 - Complete the Ministry of Environment and Climate Change Strategy-Expression of Interest Form-OIP.

3. Prepare for submission, in conjunction with the District, an application for the Ministry of Environment and Climate Change Strategy OIP, to be fully vetted and submitted by the set closing date;
 - Provide all material and meet all requirements requested in the application to be released in the spring of 2019;
 - Complete the OIP application; and
 - See Ministry of Environment and Climate Change Strategy-OIP Guide for submitting an Expression of Interest for information on what will be required in the OIP application.
4. Prepare and implement a public consultation and communications plan.
5. Prepare engineered design drawings, specifications and installation details suitable for proceeding to tendering and construction of the selected option for the Summerland Sanitary Landfill Compost Facility;
 - Update the cost estimate of all eligible and ineligible costs to implement this program, including collection, staffing, education, marketing, etc.;
 - Update the cost estimate for annual operations of the proposed composting facility;
 - Leachate management for the compost facility;
 - Storm water management;
 - Determine the best way to provide for water to site/compost facility;
 - Prepare and submit all documentation necessary for obtaining and updating of all permits and approvals, including Ministry of Environment and Climate Change Strategy permits and certificates, for completion of the Work; and
 - Determine if any environmental assessments, geological assessments and archeological assessments are required to complete the defined Work or as a grant requirement.
 - Actual environmental, geological and archeological assessments are not included in the required scope of Work. Estimates may be provided as optional items.
6. Prepare a curbside collection option memo detailing the various curbside collection options for organic waste, lifecycle costing associated with each option (implementation, operation, education, etc.), effects of each option on traffic and local roads, changes required to current collection program and costs associated with those changes, contamination concerns of different types of collection.
7. Prepare an education program memo detailing recommended steps for educating the residents on the new collection and composting program and contamination prevention, including samples and costs.
8. Prepare an end product marketing plan, detailing the available options, and marketing campaign for the finished products including costs, revenues, risks and benefits for each option.
9. Provide tendering, construction administration and management services for the construction of the Summerland Sanitary Landfill Compost Facility.
 - Preparation and tender administration of MMCD Platinum Edition unit price tender documents. This includes preparation of advertisement, issuance of documents, clarifications, addendums, and analysis including recommendation of contract award. All prepared advertising will be published and posted by the District; and

- Act as Contract Administrator, Inspector and Engineer of Record for construction activities. Provide all necessary construction layout, inspection, supervision, testing and certification to successfully conclude each Area of the project and bring the upgrades into service.

10. Commissioning.

11. Reporting Requirements:

- Prepare record drawings after completion of the construction works; and
- Operations & Maintenance Manual.

The scope is to include the following:

- All survey work as required; and
- Ensure all work is completed to bring into service the new compost facility and associated works.

Design and construction for the compost facility is to be completed in accordance with the District Bylaws, Ministry of Environment and Climate Change Strategy regulations and guidelines, *Organic Matter Recycling Regulations, Environmental Management Act, Agricultural Waste Control Regulation* and the *Drinking Water Protection Act*.

The above list may not be all inclusive of items required for completion of the Work. Based on your expertise, if there are any additional items you feel are required, please ensure they are included in your proposal.

7.0 RFP TIMELINES

The anticipated key milestone dates for the RFP are:

RFP closing:	Monday, October 1, 2018 at 2:00 pm PST
Proposal review:	October 2-4, 2018
Contract award:	October 5, 2018

Timeline of submissions, review and presentations related to the project shall be provided by the Proponent in their Proposal.

8.0 SCHEDULING

The Proposal shall contain a proposed work schedule showing the major activities or tasks, order and interdependence of the various milestones, sub-tasks and deliverables for each of the required tasks, including any proposed meetings. Timelines of submissions, reviews and presentations related to the project shall be provided by the Proponent in their Proposal.

The schedule for this project will be contingent upon if the Organic Infrastructure Program funding is received.

Regardless of whether the grant is received, it is the District's intent to have the Summerland Sanitary Landfill Compost Facility fully designed with specifications suitable for tendering. However, the amount of grant funding received may dictate the scope of the compost facility and when tendering will occur.

Key milestone dates for this Work include the following:

Submission of EOI for the OIP	November 7, 2018
OIP applications open to those invited	Spring 2019

Approximate timelines, if OIP funding received:

2018/19 - Scoping, information dissemination, stakeholder communication, expression of interests
2019/20 - Formal applications, project selection, feasibility studies, site approvals, consultation
2020/21 - Detailed design, approvals, site preparation, installation/construction
2021/22 - Approvals, site preparation, installation/construction

Note that if OIP grant funding is received, eligible expenditure is limited to March 31, 2022 and construction of the infrastructure must be completed by the end of 2022. If funding is not received, the construction will be tendered as the District budget permits.

9.0 ADDITIONAL INFORMATION

The Regional District of Okanagan-Similkameen has done extensive work looking at Organic Management Facilities including assessments and reviews regarding the Summerland Sanitary Landfill. These public documents may be useful for the scope of Work in this RFP. These documents will not be replacements for any of the Work required in this RFP. Visit www.RDOS.bc.ca to view information regarding the Organic Management Facilities.

It is the District's expectation that the Proponent will develop a comprehensive Proposal outlining their proposed methodology including the required components and detailing the included deliverables.

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

Proponents are required to include a separate section in their Proposal that outlines any services they will be providing that are not included in the Scope of Services but which the Proponent deems necessary to successfully complete this consulting assignment.

Proponents are advised that the following additional documents may be of interest and are available for viewing at the Project Office or on our website (www.summerland.ca). These additional documents and any additional information made available to Proponents prior to the Closing Date and Time by the District do not form part of the RFP and are not part of the Contract documents. These documents are made available to assist the Proponent in preparing their Proposal. The Proponent must make its own judgement about the relevance, reliability, accuracy, or completeness of this information.

It is the Proponent's responsibility to determine if, as part of their evaluation of this consulting assignment and the preparation of their Proposal, they need to request access to any information not attached to but outlined in the RFP.

The additional documents are:

- 2016 Landfill Annual Report (MR 15275)
- Summerland Landfill Amended Design/Operations/Closure Plan
- 2017-11-17 Ministry of Environment letter
- Compost Facility Operations Guide; Best Practices
- Organics Infrastructure Program Guide for submitting and Expression of Interest
- Expression of Interest Form – Organics Infrastructure Program
- B.C. Biogas & Composting Facility GHG Calculation Tool
- British Columbia Biogas & Composting Facility Greenhouse Gas Tool: Methodology Overview

It is anticipated that the successful Proponent; along with any required subconsultants, will provide the following general services as a minimum:

- Work collaboratively with District staff.
- Assist the District on warranty and guarantee claims and provide troubleshooting services after construction on an as required basis.

For the final documentation, submit three (3) hard copies and one (1) electronic copy of all final reports, spreadsheets and documents to the District. Draft documents may be reviewed electronically.

The District will require fully editable electronic copies of the draft and final packages in formats that are compatible with the software available at the District (i.e. Microsoft Word and Excel, PDF files).

Data in a GIS format (file geodatabase or shapefile) with required attributes populated. A list of attributes will be determined for each feature type during design.

Drawings shall meet standards acceptable to the District's Geographical Information Systems (GIS) department and be prepared and presented in SI units and use Geodetic datum and UTM Nad 83 coordinates.

All drawings shall also be drawn, saved and provided in DWG and PDF format.

Two hard copy sealed and signed copies of the record drawings shall be provided in large scale.

All drawings shall be reviewed and approved by a Professional Engineer registered in the Province of British Columbia.

Biweekly status updates to the District project manager are required throughout the project. Describe a proposed communications plan with District staff for the duration of the Work.

Agendas and minutes for each meeting will be prepared by the Consultant.

All teleconference calls or virtual meetings, if required, shall be hosted by the Consultant.

The Proposal shall describe the Consultant's communication plan.

SCHEDULE B – PROPOSAL SUBMISSION FORM



**RFP-2018-19
Summerland Sanitary Landfill Compost Facility**

Complete and return this Proposal Submission Form
(Proposals will be received on or before 2:00 pm PST on Monday, October 1, 2018)

PROPOSAL SUBMISSION INSTRUCTIONS

Two (2) printed original and one (1) electronic copy in PDF format of a Proposal in an envelope plainly marked with the Project title and reference number may be hand delivered, couriered or mailed. Fax or e-mail submissions will NOT be accepted.

All submissions must be received prior to the Closing Date and Time, to:

District of Summerland
Box 159, 13211 Henry Avenue
Summerland, BC V0H 1Z0

Submitted by: _____
Company or Consultant name

Address

City Postal Code

Company Contact Name: _____ Phone: _____

Company Contact e-mail address: _____

(see over for terms and signature requirements)

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the District of Summerland and any addenda issued in connection therewith. The Proponent undertakes and agrees that:

1.0 EXECUTION OF CONTRACT

If the offer contained in this Proposal is accepted, upon being advised that the Contract is available, the Proponent will obtain the Contract and will execute and identify the Contract in a form and manner acceptable to the District of Summerland and will deliver the same within ten days from the time when the same are available or are delivered or mailed to the Proponent.

2.0 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

If awarded the contract, the Proponent shall supply these on the date set out in the Contract and shall complete the contract within the time specified in the Contract.

3.0 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the Contract, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any party in connection with the making of the Proposal.

4.0 ACCEPTANCE OF PROPOSAL

The acceptance of the Proposal by the District shall be made only by the notice in writing from the Corporate Officer of the District, and will be addressed to the Successful Proponent at the address given in this Form of Proposal; and if the Proposal documents are so worded, the Proposal may be accepted in either whole or in part.

5.0 FAILURE OR DEFAULT OF PROPONENT

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this Proposal, the District, at its option may consider the Proponents has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the District shall be null and void and the District shall be free to select an alternate solution of its choosing.

Executed at _____, in the Province of BC this _____ day of _____, 2018 under the seal of the Proponent as a specialty instrument.

NOTE: If the Proponent is a corporation, in addition to signature, affix corporate seal, if available. If a natural person makes the Proposal, the Proponent must sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and NOT incorporated, the members of the firm must sign below the firm name and their names must be typed or clearly printed below the signature

(Corporate Name if Proponent is a Corporation)

Per: _____

Per: _____

SCHEDULE C - DRAFT SAMPLE CONTRACT



Summerland Sanitary Landfill Compost Facility

Reference Number: RFP-2018-19

THIS CONTRACT made in duplicate and entered into effective as of the ____ day of ____, 2018.

BETWEEN:

The Corporation of the District of Summerland

Box 159, 13211 Henry Avenue
Summerland, BC V0H 1Z0

(hereinafter referred to as the "District")

AND:

Name of Contractor or Consultant
Address

(hereinafter referred to as the "Contractor or Consultant")

NOW THIS CONTRACT WITNESSETH that in consideration of their mutual rights and obligations to one another as hereinafter set forth the parties hereto agree as follows:

1.0 Contract Description

The work for which this Contract pertains to is titled **Summerland Sanitary Landfill Compost Facility** and hereinafter shall be referred to as the "Project".

2.0 Contract Documents

The Contract Documents, in order of precedence, for which this Contract pertains, are:

- Instructions to Proponents
- General Conditions
- Schedule 'A' – Project Details
- Schedule 'B' – Proposal Submission Form

Where there is a conflict between the wording and interpretation of the Contract Documents the wording or interpretation contained in the Contract Document with the highest precedence shall apply.

3.0 Successors or Assigns

3.1 This Contract and the terms and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

3.2 Neither party shall assign this Contract, or any portion thereof, without the prior written consent of the other.

4.0 Applicable Laws

This Contract shall be governed by the laws of the Province of British Columbia.

5.0 Waiver

The waiver by the District of any breach of this Contract by the Contractor or Consultant, shall not require, nor be construed to require, the District to waive any subsequent breach of the same condition, covenant, or obligation.

6.0 Entire Contract

This Contract constitutes the sole and entire Contract between the District and the Contractor or Consultant relating to the Project and completely supersedes and abrogates any prior Contracts existing between the District and the Contractor or Consultant whether written or oral.

7.0 Notification

7.1 All Notices shall be in writing.

7.2 Notices between the parties shall be considered to have been received by the addressee:

- on the date of delivery if delivered by hand to the individual or to a member of the company for whom they are intended;
- within one working day if sent by email;
- within five working days if sent by mail or fax.

7.3 Notices must be sent to the following addresses:

District of Summerland

Box 159, 13211 Henry Avenue

Summerland, BC V0H 1Z0

Telephone: (250) 494-6451

Fax: (250) 494-1415

Email: cpilling@summeland.ca

and

Contractor or Consultant Name

Contractor or Consultant address

Telephone

Fax

Email

IN WITNESS WHEREOF the parties have executed this Contract on the day and year written above by their officers or persons duly authorized to execute on their behalf.

THE CORPORATION OF THE DISTRICT OF SUMMERLAND by its authorized signatories:

CONTRACTOR OR CONSULTANT by its authorized signatories:
