REQUEST FOR PROPOSALS No. 20-046

Metal Hauling Services for the Regional Landfill & Church Road Transfer Station

ISSUED: July 23, 2020

CLOSING DATE AND TIME:
Submissions must be received at the Closing Location on or before:
3:00 PM (15:00 hrs) Local Time on August 7, 2020

Regional District of Nanaimo (RDN) Contact for Questions:

Ben Routledge
Regional District of Nanaimo
Superintendent Scale & Transfer Service
Email: broutledge@rdn.bc.ca
Phone: (250) 722-2044 ext. 3225

Proponents that are not familiar with the sites and materials are encouraged to visit both sites. Site visits can be arranged by contacting Ben Routledge at the above noted email or telephone number.

Proposals will not be opened in public

Instructions to Proponents

Closing Date/Time/Location
Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on August 7, 2020.

Submission Method:

By Email: With "20-046 Metal Hauling" as the subject line at this electronic address:

broutledge@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

Amendment to Proposals
Proposals may be amended in writing and sent via email to the identified RDN contact person or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

Addenda
If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN (www.rdn.bc.ca) and BC Bid (www.bcbid.gov.bc.ca) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

Withdrawal of Proposals
The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the identified RDN contact person on or before the closing.

Unsuccessful Vendors
The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.

1. INTRODUCTION

The Regional District of Nanaimo (Regional District) is seeking proposals from qualified Proponents to provide two (2) 50-yard bins for the collection of metal at the Regional Landfill located at 1105 Cedar Road, Nanaimo, B.C. and three (3) 50-yard bins for the collection of Metal and ODS materials at the Church Road Transfer Station located at 860 Church Road in Parksville.

This contract will commence on or around August 15, 2020 or as mutually agreed and end on July 31, 2023.

2. BACKGROUND

The Regional District's Landfill and Transfer Station accept Metal and Ozone Depleting Substances (ODS) at their respective locations. The Regional District is seeking a supplier that is willing to:

a) supply empty 50-yard bins in a quantity enough to provide uninterrupted service;
b) pickup full bins and haul to their processing facility for recycling;
c) remove and dispose of Ozone Depleting Substances;
d) provide a net credit to the Regional District on a monthly basis.

Tonnages for 2018, 2019 and up to the end of June 2020 for the Regional Landfill and Church Road Transfer Station are enclosed for reference to provide interested vendors with some idea of historical volumes throughout the last two (2) and a half years. The Regional District cannot guarantee any future volumes and is providing this data for informational purposes only.

3. SCOPE OF SERVICES

The successful Contractor will be entirely responsible to carry out all work to supply, haul and return scrap metal bins and ODS removal from units for the Church Road Transfer Station (CRTS), 860 Church Road, Parksville, B.C. and the Regional District of Nanaimo Landfill (RL), 1105 Cedar Road, Nanaimo, B.C. including supply of all equipment, materials, supplies, labour and supervision necessary to complete the work, including but not limited to transportation of materials from the sites.

Regional Landfill Requirements

For the Regional Landfill, the successful Contractor will supply and haul two (2) 50-yard scrap metal bins. Both bins are picked up twice a week on Mondays and Fridays. During peak times, additional pickups are scheduled on an as needed basis.

The Regional Landfill has its own bin for ODS materials and will make its own transportation arrangements to drop off the materials at the successful vendor's facility as and when required. The successful vendor is to remove the ODS from fridges, freezers, and other Freon-containing units hauled by the RDN to their facility and provide a net credit to the RDN.

REGIONAL DISTRICT OF NANAIMO

Church Road Transfer Station Requirements

For the Church Road Transfer Station, the successful Contractor will supply and haul two (2) 50-yard scrap metals bins. Both bins are picked up once a week on Thursdays. During peak times, additional pickups are scheduled on an as needed basis. The successful vendor will also supply one (1) 50-yard bin for ODS materials for fridges, freezers and other Freon-containing units. The Church Road Transfer Station will call when pick up for the ODS bin is required. The successful contractor will remove ODS from these units at their facility and provide a net credit to the RDN.

Revenue Remittance

Revenue will be provided to the RDN Solid Waste Services monthly on or before the 15th of the month following. The revenue will be calculated based on the Contractor's internal monthly per tonne salvage rate times the total tonnage received. The total compensation paid will be net of all expenses.

The Contractor will provide the RDN, on or before the fifth day of each month, the per tonne rate used to calculate the total compensation for that month. The Contractor will provide a monthly written account for each location to the RDN for completed services and shall contain a written statement of account showing the calculation of all fees and expenses and net revenue.

Revenue will be calculated in the following manner;

Regional Landfill Remittance

1) Tin/light iron from the Regional Landfill is based on the Contractor providing bins and trucking services for the scrap metal. There are to be no trucking charges or bin rental fees. Trucking is based on indicated service levels with "on call" services the same day/next day service guarantee.

2) ODS materials from the Regional Landfill is based on Regional District providing their own bin and trucking services for ODS materials to the successful vendor's facility. Pricing will be based on the internal Contractors Steel pricing less the unit Freon removal charge.

Church Road Transfer Station Remittance

1) Tin/light iron from the Church Road Transfer Station is based on the Contractor providing bins and trucking services for the scrap metal. There are to be no trucking charges or bin rental fees. Trucking is based on indicated service levels with "on call" services the same day/next day service guarantee.

2) ODS materials from the Church Road Transfer Station is based on the Contractor providing bins and trucking services for the ODS materials. There are to be no trucking charges or bin rental fees. Trucking is based on "on call" services provide on the same day/next day service guarantee. Pricing will be based on the internal Contractors Steel pricing less the unit Freon removal charge.

Fluctuating market rates for scrap metal and variation in tonnes received by the Contractor from RDN facilities will vary month to month for the contract period. The contract is subject to positive revenue generation. Should revenue become negative the Regional District will pay reasonable costs to the contractor to offset the difference to get to a zero balance. Should revenue continue to be negative for two (2) consecutive months the parties may;

a. Amend the contract by entering negotiations to set hauling and/bin rental fees on a fixed/variable basis for the balance on the contract or failing to reach an agreement;
b. Either party may terminate the contract as per the termination clause in the contract.
c. Continue to operate under the current agreement with the Regional District paying reasonable costs to the Contractor to offset the difference to get to a zero balance.

4. PROPOSAL SUBMISSION AND EVALUATION

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

Please include with your proposal:

a) Brief Corporate background, history, and areas of expertise;
b) Demonstrate your firm has ample resources to provide continuous service;
c) Include current freon removal charge for ODS materials;
d) Please describe your appliance processing methodology. The RDN will evaluate more favourably processes that adhere to MARR's processing standards.
e) Fluctuating market rates for scrap metal and variation in tonnes received by the Contractor from RDN facilities will vary month to month for the contract period. Contractors should propose a standardized formula calculation that will be used on a monthly basis;
f) For both the Regional Landfill and the Church Road Transfer Station, Contractors are to demonstrate how much net revenue their formula will generate by using 30 tonnes of tin/steel and 3 tonnes of ODS materials as the quantities for each location and their July 2020 per tonne rate to provide the estimated net revenue to the Regional District for each location.

Proposals will be evaluated on the following basis 20% Technical, 80% Financial.

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to enter into negotiations with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal

agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

7. PROPOSED PURCHASE CONTRACT

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

8. GENERAL CONDITIONS

8.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

8.2 Privilege Clause

The highest rated or any proposal may not necessarily be accepted.

8.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

8.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

8.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

8.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

(a) any other contract for works or services; or
(b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

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

8.7 Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim. The Regional District makes no guarantee on any of the estimates or projections contained in this Tender and provide this data for information purposes only. Proponents are expected to conduct their own investigations and research of relevant information used to develop their proposals, including but not limited to local, provincial and federal regulations; and all conditions related to the service provided. The Proponent has and shall make no claim against the Regional District as a result of estimates or projections used herein, statements, or interpretations of data made by Regional District staff or its agents and agrees that the Regional District does not owe it a duty of care in this regard.

8.8 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

8.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

Annual Summary Report - Weight (tn)

Regional District of Nanaimo - Environmental Services

Sites :CL
Material Types : 248, 250
Customers : RDNMAT

For Period : January 2020 to June 2020
Material Direction : Outbound
Material Stream : All

Code	Material Type	Jan 2020	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec 2020	Totals
248	Recycle - Scrap Metal	23	33	40	47	40	46	0	0	0	0	0	0	229
250	Recycle - Scrap Metal (with Freon)	2	1	3	3	2	2	0	0	0	0	0	0	13
	Grand Totals:	24	34	44	50	42	48	0	0	0	0	0	0	242
		10.0%	14.0%	18.1%	20.6%	17.2%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Regional landfill Jan-June 2020

Annual Summary Report - Weight (tn)

Regional District of Nanaimo - Environmental Services
Sites :CL
Material Types : 248, 250

For Period : January 2019 to December 2019
Material Direction : Outbound
Material Stream : All

Code	Material Type	Jan 2019	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec 2019	Totals
248	Recycle - Scrap Metal	26	23	33	40	46	36	39	38	40	27	29	27	403
250	Recycle - Scrap Metal (with Freon)	2	2	2	3	4	1	3	3	2	7	4	2	34
	Grand Totals:	28	25	35	43	50	37	42	41	42	34	33	29	437
		6.3%	5.6%	8.0%	9.9%	11.4%	8.5%	9.6%	9.3%	9.6%	7.7%	7.4%	6.7%	100%

Regional Landfill 2019

Annual Summary Report - Weight (tn)

Regional District of Nanaimo - Environmental Services

Sites :CL
Material Types : 248, 250

For Period : January 2018 to December 2018
Material Direction : Outbound
Material Stream : All

Code	Material Type	Jan 2018	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec 2018	Totals
248	Recycle - Scrap Metal	27	32	39	50	49	47	40	40	38	38	29	25	455
250	Recycle - Scrap Metal (with Freon)	3	1	3	3	3	2	5	2	3	2	2	2	32
	Grand Totals:	30	33	42	54	52	49	45	42	42	40	31	27	487
		6.2%	6.8%	8.6%	11.0%	10.7%	10.1%	9.2%	8.6%	8.6%	8.2%	6.4%	5.6%	100%

Regional Landfill 2018

Annual Summary Report - Weight (tn)

Regional District of Nanaimo - Environmental Services

Sites :CH
Material Types : 248, 250
Customers : RDNMAT

For Period : January 2020 to June 2020
Material Direction : Outbound
Material Stream : All

Code	Material Type	Jan 2020	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec 2020	Totals
248	Recycle - Scrap Metal	24	24	28	45	34	39	0	0	0	0	0	0	194
250	Recycle - Scrap Metal (with Freon)	2	2	2	3	7	2	0	0	0	0	0	0	19
	Grand Totals:	26	26	30	47	41	42	0	0	0	0	0	0	213
		12.4%	12.4%	14.0%	22.3%	19.2%	19.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Church Road Transfer Station Jan - June 2020

Annual Summary Report - Weight (tn)

Regional District of Nanaimo - Environmental Services
Sites :CH
Material Types : 248, 250

For Period : January 2019 to December 2019
Material Direction : Outbound
Material Stream : All

Code	Material Type	Jan 2019	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec 2019	Totals
248	Recycle - Scrap Metal	25	10	29	39	33	38	34	44	48	29	32	24	385
250	Recycle - Scrap Metal (with Freon)	3	2	3	2	2	2	1	2	4	0	3	2	25
	Grand Totals:	28	12	32	40	34	40	35	46	51	29	35	26	410
		6.9%	3.0%	7.7%	9.8%	8.3%	9.8%	8.6%	11.3%	12.5%	7.1%	8.6%	6.4%	100%

Church Road Transfer Station 2019

Annual Summary Report - Weight (tn)

Regional District of Nanaimo - Environmental Services
Sites :CH
Material Types : 248, 250

For Period : January 2018 to December 2018
Material Direction : Outbound
Material Stream : All

Code	Material Type	Jan 2018	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec 2018	Totals
248	Recycle - Scrap Metal	18	19	36	29	40	29	35	42	29	31	15	18	340
250	Recycle - Scrap Metal (with Freon)	3	0	2	2	2	2	2	2	2	4	2	1	23
	Grand Totals:	20	19	38	31	42	30	36	44	30	35	17	19	364
		5.6%	5.3%	10.4%	8.6%	11.6%	8.4%	10.0%	12.1%	8.4%	9.6%	4.7%	5.3%	100%

Church Road Transfer Station 2018

REGIONAL DISTRICT OF NANAIMO

CONTRACTOR SERVICES AGREEMENT

20-046 METAL HAULING SERVICES

THIS AGREEMENT made the <XX> day of <Month>, 20<XX>.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

<Company Name>
<Street Address>
<City, Province, Country>
<Postal Code>

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Appointment

The Regional District retains the Contractor to provide the Services (herein called the "Services") described in Schedule 'B' which is attached hereto and forms part of this Agreement.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <Month Day, Year> and ending on <Month Day, Year>, unless sooner terminated as hereinafter provided. At the conclusion of the term, this agreement will continue on a month to month basis under the same pricing, terms and conditions until either party provides the other with thirty (30) days' written termination notice.

3. Payment

The Contractor will pay to the Regional District, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

SAMPLE

REGIONAL DISTRICT OF NANAIMO
ESTABLISHED 1967

4. Independent Contractor

The Contractor will be an independent contractor and not the servant, employee or agent of the Regional District. The Contractor is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Contractor authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Contractor's rendering of the Services pursuant to this Agreement.

5. Assignment and Sub-contracting

Unless approved by the Regional District in advance and in writing, the Contractor will not assign or subcontract this Agreement or any portion thereof.

6. Title and Ownership

6.1 Title. The title and ownership of the scrap materials transfers to the Contractor when the bins have been loaded and the truck has exited the RDN facility. In the case of the ODS materials from the Regional Landfill, title and ownership transfer to the Contractor after the materials have been unloaded at the Contractor's facility.

6.2 Ownership. All equipment owned, provided and operated by the Contractor remains the property of the Contractor who will be responsible for ensuring it always remains in good repair.

7. Conflict

The Contractor shall not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Regional District, give rise to a conflict of interest between the obligations of the Contractor to the Regional District under this Agreement, and the obligations of the Contractor to such other person, firm or corporation.

8. Indemnity

The Contractor shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or Contractors, in the performance of the Services, or from the Contractor's breach of this Agreement.

9. Insurance

Comprehensive General Liability Insurance in an amount not less than five million dollars ($5,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change and include a cross liability clause.

Automobile third party liability insurance in an amount not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the Contractor.

Any other insurance the Contractor determines necessary to protect their interests will be at their own cost.

10. Termination

Notwithstanding any other provision of this Agreement:

a) If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor.

b) Either Party may terminate this Agreement at any time upon giving the other Party thirty (30) calendar days' notice of such termination.

Upon termination of the agreement, both parties will be released without penalty or further obligations other than any surviving obligations regarding, but not limited to outstanding payment and confidentiality.

11. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

12. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

13. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

14. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

15. Freedom of Information

The Contractor acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

16. Collection of Personal Information

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

a) the purpose for collecting it;

b) the legal authority for collecting it; and

c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Contractor's collection of personal information.

17. Governing Law

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

18. Worksafe BC Coverage

All employers with employees must be registered with WorkSafe BC and remittance up to date. Self-employed proprietors or partners in a partnership, must have Personal Optional Protection coverage.

19. Hazardous Materials

The Contractor is solely responsible and shall at his own expense, obtain all applicable permits, certificates and licences required by law for the conduct of the work and shall comply with all Federal, Provincial and Municipal Laws, Regulations, Codes and Ordinances affecting the execution of the work.

20. Confidentiality

The Contractor shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

21. Delay in Performance

Neither the RDN nor the Contractor shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, pandemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Contractor under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

SIGNATORIES

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

For the Regional District of Nanaimo:

_____
Printed Name, Title

_____
Signature

For the Contractor, <Company Name>:

_____
Printed Name, Title

_____
Signature

REGIONAL DISTRICT OF NANAIMO
ESTABLISHED 1967

SCHEDULE 'A'
REVENUE SCHEDULE

Revenue Remittance
Revenue will be provided to the RDN Solid Waste Services monthly on or before the 15th of the month following. The revenue will be calculated based on the Contractor's internal monthly per tonne salvage rate times the total tonnage received. The total compensation paid will be net of all expenses.

The Contractor will provide the RDN, on or before the fifth day of each month, the per tonne rate used to calculate the total compensation for that month. The Contractor will provide a monthly written account for each location to the RDN for completed services and shall contain a written statement of account showing the calculation of all fees and expenses and net revenue.

Revenue will be calculated in the following manner;

Regional Landfill Remittance

1) Tin/light iron from the Regional Landfill is based on the Contractor providing bins and trucking services for the scrap metal. There are to be no trucking charges or bin rental fees. Trucking is based on indicated service levels with "on call" services the same day/next day service guarantee.

2) ODS materials from the Regional Landfill is based on Regional District providing their own bin and trucking services for ODS materials to the successful vendor's facility. Pricing will be based on the internal Contractors Steel pricing less the unit Freon removal charge.

Church Road Transfer Station Remittance

1) Tin/light iron from the Church Road Transfer Station is based on the Contractor providing bins and trucking services for the scrap metal. There are to be no trucking charges or bin rental fees. Trucking is based on indicated service levels with "on call" services the same day/next day service guarantee.

2) ODS materials from the Church Road Transfer Station is based on the Contractor providing bins and trucking services for the ODS materials. There are to be no trucking charges or bin rental fees. Trucking is based on "on call" services provide on the same day/next day service guarantee. Pricing will be based on the internal Contractors Steel pricing less the unit Freon removal charge.

Fluctuating market rates for scrap metal and variation in tonnes received by the Contractor from RDN facilities will vary month to month for the contract period. The contract is subject to positive revenue generation. Should revenue become negative the Regional District will pay reasonable costs to the contractor to offset the difference to get to a zero balance. Should revenue continue to be negative for two (2) consecutive months the parties may;

a. Amend the contract by entering negotiations to set hauling and/bin rental fees on a fixed/variable basis for the balance on the contract or failing to reach an agreement;
b. Either party may terminate the contract as per the termination clause in the contract.
c. Continue to operate under the current agreement with the Regional District paying reasonable costs to the Contractor to offset the difference to get to a zero balance.

SCHEDULE 'B'
SCOPE OF WORK

The Contractor will be entirely responsible to carry out all work to supply, haul and return scrap metal bins and ODS removal from units for the Church Road Transfer Station (CRTS), 860 Church Road, Parksville, B.C. and the Regional District of Nanaimo Landfill (RL), 1105 Cedar Road, Nanaimo, B.C. including supply of all equipment, materials, supplies, labour and supervision necessary to complete the work, including but not limited to transportation of materials from the sites.

Regional Landfill Requirements

For the Regional Landfill, the successful Contractor will supply and haul two (2) 50-yard scrap metal bins. Both bins are picked up twice a week on Mondays and Fridays. During peak times, additional pickups are scheduled on an as needed basis.

The Regional Landfill has its own bin for ODS materials and will make its own transportation arrangements to drop off the materials at the successful vendor's facility as and when required. The successful vendor is to remove the ODS from fridges, freezers, and other Freon-containing units hauled by the RDN to their facility and provide a net credit to the RDN.

Church Road Transfer Station Requirements

For the Church Road Transfer Station, the successful Contractor will supply and haul two (2) 50-yard scrap metals bins. Both bins are picked up once a week on Thursdays. During peak times, additional pickups are scheduled on an as needed basis. The successful vendor will also supply one (1) 50-yard bin for ODS materials for fridges, freezers and other Freon-containing units. The Church Road Transfer Station will call when pick up for the ODS bin is required. The successful contractor will remove ODS from these units at their facility and provide a net credit to the RDN.