REQUEST FOR PROPOSALS No. 23-012

Waste Removal Services for Parks and Trails

ISSUED: February 2, 2023

CLOSING DATE AND TIME:
Submissions must be received on or before:
3:00 PM (15:00 hrs) Local Time on February 23, 2023

Submissions and Questions are to be directed to:
Eben Sedun, Parks Operations Coordinator, Recreation & Parks
T: 250-248-4744 ext.3608 | Email: esedun@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Proposals will not be opened in public

REGIONAL DISTRICT OF NANAIMO

1. Instructions to Proponents

1.1 Closing Date/Time/Submission Method
Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on February 23, 2023.

Submission Method:

By Email: In PDF format with "23-012 Parks Waste Removal Services" as the subject line at this electronic address:

esedun@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.

Submissions received in any other manner will not be accepted.

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

1.3 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 new BC Bid (https://new.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.

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

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

2. 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.

Proposals should include a signed cover letter summarizing your proposal and highlighting the reasons why the RDN should select your company for this assignment. Proposals will be evaluated on the following basis 40% Technical, 60% Financial.

Technical Evaluation 40 points

Experience and Qualifications of the company

The Proponent is to provide their company profile experience, and qualifications including the following information at minimum

- Company profile, experience, and duration in business.
- A brief description of current or recent similar contracts held by the Proponent.

Approach and Methodology

Please include the following information in the proposal submission:

- A summary that illustrates an understanding of the RDN's requirements.
- Methodology outlining how to manage the RDN's Contract.
- Overview of the company's process for keeping accurate records.
- A copy of a monthly report format to be delivered to the RDN.
- Overview of effective communication tools used for emergency and regular Work request etc.; (i.e., Cell phone, email, etc.)
- Overview of the company's assurance process that will ensure that the RDN's concerns are resolved in a timely manner and to the RDN's satisfaction.

Financial Evaluation 60 points

Pricing is to be in Canadian Dollars excluding GST and must include the Contractor's labour, material, equipment, vehicle costs, overhead and profit, and shall represent the cost to the RDN. Vendors should submit **Appendix B – Pricing Table** with their submission.

The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. I.e. Score = Min Cost/Cost x Fee Points.

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 negotiate 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.

3. GENERAL CONDITIONS

3.1 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.

3.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

Scope of Work

1. Introduction

The purpose of this request for proposals is to solicit submissions from qualified companies for the maintenance and servicing of all RDN Parks and Trails garbage and recycling receptacles, with the exception to those in Area B (Gabriola, Mudge and DeCourcy Islands)

By submitting a proposal, the proponent acknowledges that they understand this RFP, have familiarized themselves on the nature and location of all the garbage and recycling receptacles, local conditions, the labour and equipment needed to service the receptacles, and all other factors that may affect the servicing of garbage and recycling receptacles, for a three-year period from April 1st, 2023, to March 31st, 2026.

2. Scope of services

This contract includes garbage and recycling collection and container maintenance service for 88 containers located in RDN parks, trails, and beach accesses throughout the RDN.

The Contractor will be expected to provide all labour, materials, and equipment necessary to pick-up garbage and recycling from RDN owned containers, report graffiti, and maintain the containers in a neat and orderly appearance.

Garbage collected at various RDN park sites will be loaded into the contractor's vehicle for disposal at the Nanaimo Regional Landfill at 1105 Cedar Road in Nanaimo, or the Church Road Transfer Station at 860 Church Road in Parksville, at Contractors cost.

Garbage that has been placed adjacent to the receptacles and any garbage within sight of the container must also be collected and removed. The Contractor is responsible for servicing receptacles regardless of weight or content. Each receptacle will be serviced between 1 to 3 times per week depending on the service level of the park, as outlined in Appendix B.

Requirements:

- Supply and replace heavy duty plastic garbage bags suitable to the intended purpose upon removal of full bags, ensuring containers and inserts are clean of liquid and/or solid waste.
- Separate out recycling (refundable bottles and cans, Contractor can keep proceeds or donate to charity)
- Dispose of refuse at the Regional Landfill or Church Road Transfer Station at Contractor's cost
- Handle and dispose of hypodermic needles and other special wastes in appropriate manner.
- Report receptacles that need any repairs or in need of graffiti removal.
- Maintain receptacles in good condition, including cleaning or removing debris or litter from around lids.
- Monitor wear and condition of receptacles, lids and locks and immediately inform RDN Parks staff of any problems or damage
- Report any vandalism noted on refuse collection route.
- Maintain a log of activities for the purpose of sorting refuse by Electoral Area or Regional Park / Trail on the invoice.
- Report illegal dumping at receptacles that is beyond the scope of being reasonable to clean up. E.g., Construction waste / tires. Such instances will be reported to the Parks Operations Coordinator as soon as possible for RDN staff to come collect.

Additional Services may be requested on an "as and when" requested basis and may include, but is not limited to:

- Minor repairs to containers.
- Pick up litter or illegally dumped material at RDN Parks.
- Provide additional resources, as required by the Manager, Parks Services or designate.

All additional Services requests will be charged at the hourly rate submitted.

Park Inventory included in this RFP

Park locations and service frequencies are shown in Appendix B.

Additionally, the RDN Parks and Trails Finder may be accessed from the RDN's website at:

https://rdn.bc.ca/find-a-park

Environmental Protection

- The Contractor shall take adequate precautions and actions to prevent pollution of the air, watercourses, groundwater, and adjoining lands from the works conducted under this RFP.

- The Contractor will report to the RDN immediately if any hazardous or toxic materials are found or discovered at any of the park properties.
- The RDN encourages sustainable practices in the delivery of Services, including properly sorting wood and metal waste as much as possible on occasions where there is additional illegal dumping to dispose of.

Site Conduct

The Contractor shall be solely and entirely responsible for the acts of its employees while conducting business for the RDN.

The Contractor will provide only personnel who have the qualifications, experience, and training to perform the Services in a public setting.

The Contractor will provide and ensure that all Contractors' personnel always present themselves in a professional and courteous manner, at all times. If the RDN determines, in its sole discretion, that any worker needs to be removed due to his or her conduct, the Contractor will remove such personnel or sub-contractor from the work site(s) immediately.

The Contractor must ensure all drivers hold and carry a valid driver's license for the purpose of legally operating the vehicle and performing the Services associated with that vehicle at that time.

The Contractor shall provide an email address and contact number that is available from 8 am to 4 pm, 7 days a week to receive service requests from RDN staff.

Documentation and Reporting

The Contractor shall always keep accurate and complete records and accounts related to the Services in writing. The Contractor also agrees to allow the Manager, Parks Services, or designate reasonable and adequate access to any and all of said records, data, accounts, and to furnish unto the RDN, upon its request, accurate copies or duplicates thereof, without charge. The Monthly Report shall be submitted on a monthly basis along with the Invoice.

Hazardous situations must be reported immediately to the RDN Operations Coordinator. Non-hazardous situations are to be reported within 48 hours.

Invoicing

The Contractor will submit an invoice at the end of each month to the RDN requesting payment of the portion of the contract price for the Services provided in the previous month. The monthly invoice will be broken down to show the total amount charged for each Electoral Area and Regional Park or Trail and showing the GST as a separate amount.

Inventory Changes

The RDN reserves the right to make changes to any of the parks over the course of this agreement. Such changes may result in an increase or decrease to the Services provided by the Contractor along with a pricing adjustment positive or negative to the RDN. Any such changes shall be negotiated and mutually agreed upon before such changes occur.

Work Schedule

- The Contractor will be expected to provide year-round Refuse Collection and Disposal. The service level will depend upon seasons that are classified as High and Low. High is first week of June to the last Friday in September, and Low is first week in October to last Friday in May.
- Variations from this schedule may be authorized by the RDN. Within the existing Park site(s), garbage containers may be added or deleted from the schedule at the RDN's request.
- Containers may be relocated within Park sites at the RDN's discretion based on changing Park usage.
- Refuse Collection and Disposal Services may be conducted during the hours of 5:00 a.m. to 08:00 p.m. The Contractor shall at all times provide, maintain, and operate sufficient personnel and equipment/vehicles to properly maintain the levels of Service specified in this Contract.
- The Contractor shall be required to meet the levels of Service regardless of weather conditions with the exception of a motorist/travel advisory issued by the province.
- Levels of Service discontinued due to a Provincial advisory shall be resumed as quickly as possible.
- The RDN reserves the right to add or delete Services during the term of the Contract.

Access

Vehicles/equipment must remain on hard surfaces, except when dry conditions permit vehicle access on grass without causing damage. The Contractor is responsible for the repair of any turf damage caused by vehicle operation.

Refuse containers will be located within park sites at the RDN's discretion based on Park visitors' usage needs. No additional charges may be billed to the RDN for receptacles that have limited vehicle access.

Where snow events prevent scheduled days of pick up, RDN Parks Coordinator is to be notified and pick up re-scheduled for nearest possible day once favourable conditions allow.

Where snow events prevent usual vehicle access to receptacles, the expectation is that the Contractor will walk into collect refuse, within reason.

Reporting Damage

- Hazardous situations must be reported immediately to the RDN. Non-hazardous situations are to be reported within 48 hours.
- The Contractor is responsible for reporting graffiti; it is to be reported within 48 hours.
- Physical damage to refuse containers must be reported within 48 hours

Vehicles and Equipment

- Vehicles and equipment are to be kept in a clean and attractive condition. With valid insurance and registration. RDN may request to inspect condition and suitability of Contractor's vehicle.
- The Contractor must have all vehicles/drivers equipped with mobile communication systems such as cell phones or equivalent.
- Vehicles are not to damage any RDN grounds while performing the work at any location. All damage deemed by the RDN to be caused by the Contractor will require the Contractor to remedy such at their own expense and to the satisfaction of the RDN. Such remedy will be required as soon as possible and should not cause hardship to the expected service levels being commissioned.

Appendix A

There are two types of containers in use throughout RDN Parks.

Type A (30gal): Concrete base with metal liners.





Type B (70gal): Both single, double, and triple, steel, bear proof; with or without adjoining recycle bin







Appendix B

Park and container locations

Electoral Area A- Cedar, South Wellington

Park Name	# Of Garbage Cans	# Of Recycling Cans	Type of Cans	Low Frequency	High Frequency	Location of Cans	Notes for servicing - e.g., Accessibility if walk to service, gate key required, etc.	Total per year
Community Parks								
South Wellington Community Park 1536 Morden Rd	1		Type A	Weekly	2 times per week	Near the Court	Vehicle access	64
Cedar Plaza Community Park 1856 Cedar Rd	1		Type B	Weekly	2 times per week	Behind tipple structure	Near vehicle access	64
Cedar Skate Park 2050 Walsh Rd	3	1	Type B	Weekly	2 times per week	Parking lot and park entrance	One double can at each location	64
Nelson Road Community Boat Launch 3076 Nelson Rd	2		Type A	Weekly	2 times per week	Next to toilet	Vehicle access	64
Pylades Drive Beach Access 2644 Pylades Dr	1		Type A	Weekly	2 times per week	Next to toilet	Near vehicle access	64
Quennell Lake Car Top Boat Launch 2690 Ritten Rd	1		Type A	Weekly	2 times per week	Next to toilet	Vehicle access	64

Thelma Griffith Community Park 2108 Minto Ave	1		Type A	Weekly	2 times per week	At park entrance	Vehicle access	64
Regional Parks								
Nanaimo River Regional Park 1752 Frey Rd	2	1	Type B	Weekly	2 times per week	Near car park, at entrance	Vehicle access	64
Nanaimo River Regional Park 1966 Fry Rd	1		Type B	Weekly	2 times per week	just beyond gate at map kiosk	near vehicle access	64

Electoral Area C – East Wellington

Park Name	# Of Garbage Cans	# Of Recycling Cans	Type of Cans	Low Frequency	High Frequency	Location of Cans	Notes for servicing - e.g., Accessibility if walk to service, gate key required, etc.	Total per year
Community Parks								
Creekside Place Community Park 3328 Creekside Pl	2		Type B	Weekly	2 times per week	In parking lot	Vehicle access	64
Meadow Drive community Park 2885 Meadow Drive	2	1	Type B	Weekly	2 times per week	Near parking lot	Vehicle access	64
Anders and Dorritts Community Park 3734 Jingle Pot Rd	2	1	Type B	Weekly	2 times per week	In parking lot	Vehicle access	64
Regional Parks								
Benson Creek Falls Regional Park Weigles Rd	2	1	Type B	Weekly	2 times per week	At trailhead just beyond parking lot	Near vehicle access	64
Mount Benson Regional Park 2905 Benson View Rd	2	1	Type B	Weekly	2 times per week	At south end of parking lot	Vehicle access	64

Electoral Area E – Nanoose Bay, Fairwinds, Beachcomber

Park Name	# Of Garbage Cans	# Of Recycling Cans	Type of Cans	Low Frequency	High Frequency	Location of Cans	Notes for servicing - e.g., Accessibility if walk to service, gate key required, etc.	Total per year
Community Parks								
Blueback Community Park **3421 Tyee Cres**	1		Type B	Weekly	2 times per week	Next to change house	Short trail from roadside	64
Brickyard Community Park 3798 Amberwood Lane	1		Type B	Weekly	2 times per week	At park entrance		64
Claudet Road Community Park 2010 Claudet Rd	1		Type B	Weekly	2 times per week	At North end of parking lot, next to toilet		64
Es~hw~Sme~nts Community Park 1700 Oak Leaf Dr.	1		Type B	Weekly	2 times per week	Next to toilet	Short trail from car park	64
Nanoose Road Community Park 2457 Nanoose Rd	1		Type B	Weekly	2 times per week	Near picnic table	Vehicle access	64
Stone Lake Drive Community Park 1585 Stone Lake Dr	1		Type B	Weekly	2 times per week	Next to playground	Vehicle access	64
Jack Bagley community Park 2600 Powder Point Rd	2		Type B	Weekly	2 times per week	Next to courts	Short walk up a flight of stairs	64
Regional Parks								
Beachcomber Regional Park 1329 Marina Way	1	1	Type A	Weekly	2 times per week	Next to toilet	~15m trail and one flight of stairs	64

Moorecroft Regional Park 1563 Stewart Rd	4	1	Type B	Weekly	2 times per week	2 in parking lot, 1 by toilet, 2 out on point	Vehicle access + short walk to point	64
Moorecroft Regional Park 2580 La Selva Place	1		Type B	Weekly	2 times per week	Near trailhead	Vehicle access	64

Electoral Area F – Coombs, Hilliers, Errington

Park Name	# Of Garbage Cans	# Of Recycling Cans	Type of Cans	Low Frequency	High Frequency	Location of Cans	Notes for servicing - e.g., Accessibility if walk to service, gate key required, etc.	Total per year
Community Parks								
Errington Community Park 1550 Veterans Rd	2		Type A+B	Weekly	2 times per week	At trailhead entrance and near Playground	Vehicle access + short walk	64
Errington School Trail Errington School – Middlegate Rd (no civic)	1		Type B	Weekly	2 times per week	South end of gravel parking area by school	Vehicle access	64
French Creek School Open Space 2348 Alberni Hwy	1		Type A	Weekly	2 times per week	At edge of parking lot	Vehicle access	64
Meadowood Community Park 1810 & 1830 Galvin Pl	1		Type B	Weekly	2 times per week	At side of entrance trail	Vehicle access	64
Moorecroft Regional Park 2580 La Selva Place	1		Type B	Weekly	2 times per week	Near trailhead	Vehicle access	64

REGIONAL DISTRICT OF NANAIMO

Electoral Area G – French Creek and Qualicum North

Park Name	# Of Garbage Cans	# Of Recycling Cans	Type of Cans	Low Frequency	High Frequency	Location of Cans	Notes for servicing - e.g., Accessibility if walk to service, gate key required, etc.	Total per year
Community Parks								
Neden Way Community Park 629 Neden Way	1		Type A	Weekly	2 times per week	Neden Way entrance (east side of park)	Vehicle access	64
Surfside Drive East Beach Access Surfside Drive	1		Type A	Weekly	3 times per week	At end of road	Vehicle access	80
Top Bridge Community Park 175 Allsbrook Rd	4	2	Type A	Weekly	2 times per week	At trailhead in car park + short walk past gate down trail	Vehicle access	64
San Malo Cres trailhead (MOTI) W side of MOTI Rd R/W, across from 779 San Malo	1		Type A	Weekly	2 times per week	North end of San Malo behind Canada Post boxes	Vehicle access	64
Parksville Qualicum Beach Links Barclay Cres bridge over French Creek	1		Type A	Weekly	2 times per week	At bridge – access from Barclay Cres	Vehicle access	64
Top Bridge Regional Trail Industrial Way, across form Tuan Rd	1		Type A	Weekly	2 times per week	Next to map kiosk ~30m from parking area	Near vehicle access	64
Boultbee Drive Community Parks 1294 Boultbee Dr	1		Type B	Weekly	2 times per week	At main entrance	Vehicle access	64
Regional Parks								
Coombs to Parksville Rail Trail Springwood Dog Park to Coombs	5		Type A	Weekly	2 times per week	Fairdowne, Church Rd, 1661 Alb Hwy, yellow gate (near Bonnell, Coombs Kiosk)	Vehicle access at all points	64

Electoral Area H – Dashwood, Bowser, Qualicum Bay and Deep Bay

Park Name	# Of Garbage Cans	# Of Recycling Cans	Type of Cans	Low Frequency	High Frequency	Location of Cans	Notes for servicing - e.g., Accessibility if walk to service, gate key required, etc.	Total per year
Community Parks								
Alert Road Beach Access No civic – road not developed	1		Type A	Weekly	2 times per week	By bench	Vehicle access	64
Baywater Road Beach Access Baywater Rd	1		Type A	Weekly	2 times per week	By bench	Vehicle access	64
Bowser Road Beach Access Bowser Rd	1	2	Type A	Weekly	2 times per week	By bench	Vehicle access	64
Buccaneer Beach Road Beach Access Buccaneer Beach Rd	1		Type A	Weekly	2 times per week	Bottom of switchback at ocean	Vehicle access	64
Crane Road Beach Access Crane Rd	1		Type A	Weekly	2 times per week	By bench at end of parking lot o Nile Creek	Vehicle access	64
Deep Bay Drive beach Access Deep Bay Dr	1		Type A	Weekly	2 times per week	By bench at roadside rest point	Vehicle access	64
Dunsmuir Community Park **326 Horne Lake Rd**	1		Type B	Weekly	2 times per week	By toilet at edge of parking lot	Vehicle access	64
Henry Morgan Community Park 95 Henry Morgan Dr	1		Type A	Weekly	2 times per week	At trail head from parking lot	Vehicle access	64

Electoral Area H continued

Community Parks								
Lions Community Park 3480 Lioness Blvd	3		Type B	Weekly	2 times per week	2 at softball backstops, 1 on path near playground	South field direct access: North field ~160m walk	64
Nile Road Beach Access Nile Rd	1		Type A	Weekly	2 times per week	By bench at end of turnaround	Vehicle access	64
Shoreline Drive Beach Access Shoreline Dr	1	2	Type A	Weekly	2 times per week	By bench at roadside beach access stairs	Vehicle access	64
Sunnybeach Road Beach Access 6157 Island Hwy West	1		Type B	Weekly	2 times per week	Far side of washroom	Vehicle access	64
Thompson Clarke Ocean Trail Thompson Clarke Dr – Ocean Trail	1		Type A	Weekly	2 times per week	At end of Ocean Trail, South of 4871 Ocean Trail	Vehicle access	64
Island Hwy pullout: Qualicum FN/MOTI No civic – Island Hwy W	1		Type B	Weekly	2 times per week	Roadside pull-out, immediately East of Horne Lk Rd	Vehicle access	64
Regional Parks								
Lighthouse Country Regional Trail – South Lioness Blvd	2	1	Type B	Weekly	2 times per week	By trailhead at Lioness Blvd	Vehicle access	64
Linx Rd	1		Type B	Weekly	2 times per week	End of Linx Rd. next to washroom	Vehicle access	64
Lighthouse Country Regional Trail – North End of McColl Rd	2	1	Type B	Weekly	2 times per week	In car park	Vehicle access	64

Appendix B – Pricing Table

Electoral Area A – Cedar, South Wellington

Park Name	Price for Year 1 of contract Less GST	Price for Year 2 of contract Less GST	Price for Year 3 of contract Less GST
Community Parks			
South Wellington Community Park 1536 Morden Rd	$	$	$
Cedar Plaza Community Park 1856 Cedar Rd	$	$	$
Cedar Skate Park 2050 Walsh Rd	$	$	$
Nelson Road Community Boat Launch 3076 Nelson Rd	$	$	$
Pylades Drive Beach Access 2644 Pylades Dr	$	$	$
Quennell lake Car Top Boat Launch 2690 RittenRd	$	$	$
Thelma Griffith community Park 2108 Minto Ave	$	$	$

Total for Area A - Community Parks	$	$	$
Regional Parks			
Nanaimo River Regional Park 1752 Frey Rd	$	$	$
Nanaimo River Regional Park 1966 Fry Rd	$	$	$
Total For Area A - Regional Parks	$	$	$

REGIONAL DISTRICT OF NANAIMO

Electoral Area C – East Wellington

Park Name	Price for Year 1 of contract Less GST	Price for Year 2 of contract Less GST	Price for Year 3 of contract Less GST
Community Parks			
Meadow Drive Community Park 2885 Meadow Dr	$	$	$
Anders and Dorrits Community Park 3734 Jingle Pot Rd	$	$	$
Total for Area C – Community Parks	$	$	$
Regional Parks			
Benson Creek Falls Regional Park Weigles Rd	$	$	$
Creekside Place Community Park 3328 Creekside Pl (services BCFRP)	$	$	$
Mount Benson Regional Park 2905 Benson View Rd	$	$	$
Total for Area C – Regional Parks	$	$	$

Electoral Area E- Nanoose Bay, Fairwinds, Beachcomber

Park Name	Price for Year 1 of contract Less GST	Price for Year 2 of contract Less GST	Price for Year 3 of contract Less GST
Community Parks			
Blueback Drive Community Park 3421 Tyee Cres	$	$	$
Brickyard Community Park 3798 Amberwood Lane	$	$	$
Claudet Road Community Park 2010 Claudet Rd	$	$	$
Es-hw Sme~nts Community Park 1700 Oak Leaf Dr	$	$	$
Nanoose Road Community Park 2457 Nanoose Rd	$	$	$
Stone Lake Drive Community Park 1585 Stone Lake Dr	$	$	$
Jack Bagley Community Park 2600 Powder Point Rd	$	$	$

Total for Area E – Community Parks	$	$	$
Regional Parks			
Beachcomber Regional Park 1329 Marina Way	$	$	$
Moorecroft Regional Park 1563 Stewart Rd	$	$	$
Moorecroft Regional Park 2580 La Selva Place	$	$	$
Total for Area E – Regional Parks	$	$	$

REGIONAL DISTRICT OF NANAIMO

Electoral Area F- Coombs, Hilliers, Errington

Park Name	Price for Year 1 of contract Less GST	Price for Year 2 of contract Less GST	Price for Year 3 of contract Less GST
Community Parks			
Errington Community Park 1550 Veterans Rd	$	$	$
Errington School Trail Errington School- Middlegate Rd (no civic)	$	$	$
French Creek School Open Space 2348 Alberni Hwy	$	$	$
Meadowood Community Park 1810 & 1830 Galvin Pl	$	$	$
Total for Area F – Community Parks	$	$	$

Electoral Area G- French Creek and Qualicum North.

Park Name	Price for Year 1 of contract Less GST	Price for Year 2 of contract Less GST	Price for Year 3 of contract Less GST
Community Parks			
Neden Way Community Park 629 Neden Way	$	$	$
Surfside Drive East Beach Access Surfside Dr	$	$	$
Boultbee Drive Community Park 1294 Boultbee Dr **Top Bridge Regional Trail North** 175 Allsbrook Rd	$	$	$
San Malo Cres trailhead (MOTI) W side of MOTI Rd R/W, across from 779 San Malo	$	$	$
Total for Area G – Community Parks	$	$	$

Regional Trails			
Parksville Qualicum Beach Links Barclay Cres bridge over French Creek	$	$	$
Top Bridge Regional Trail South Industrial Way, across from Tuan Rd	$	$	$
Top Bridge Regional Trail North 175 Allsbrook Rd	$	$	$
Coombs to Parksville Rail Trail Springwood Dog Park to Coombs	$	$	$
Total for Area G – Regional Trails	$	$	$

Electoral Area H – Dashwood, Bower, Qualicum Bay and Deep Bay

Park Name	Price for Year 1 of contract Less GST	Price for Year 2 of contract Less GST	Price for Year 3 of contract Less GST
Community Parks			
Alert Road Beach Access No civic- road not developed	$	$	$
Baywater Road Beach Access Baywater Rd	$	$	$
Bowser Road Beach Access Bowser Rd	$	$	$
Buccaneer Beach Road Beach Access Buccaneer Beach Rd	$	$	$
Crane Road Beach Access Crane Rd	$	$	$
Deep Bay Drive Beach Access Deep Bay Dr	$	$	$
Dunsmuir Community Park 326 Horne Lake Rd	$	$	$

Lions Community Park 3480 Lioness Blvd	$	$	$
Nile Road Beach Access Nile Rd	$	$	$
Shoreline Drive Beach Access Shoreline Dr	$	$	$
Sunnybeach Road Beach Access 6157 Island Hwy West	$	$	$
Thompson Clarke Ocean Trail Thompson Clarke Dr-Ocean Trail	$	$	$
Island Hwy pull-out: Qualicum FN/MOTI no civic - Island Hwy W	$	$	$
Henry Morgan Community Park 95 Henry Morgan Dr	$	$	$
Total For area H – Community Parks	$	$	$

Regional Parks			
Lighthouse Country Regional Trail – South – South end Lioness Blvd	$	$	$
Lighthouse Country Regional Trail – South – North end Linx rd	$	$	$
Lighthouse Country Regional Trail – North End of Mc Coll Rd	$	$	$
Total for Area H – Regional Trails	$	$	$

	Price for Year 1 of contract Less GST	Price for Year 2 of contract Less GST	Price for Year 3 of contract Less GST
Total Contract amounts	$	$	$
	Price for Year 1 of contract Less GST	**Price for Year 2 of contract Less GST**	**Price for Year 3 of contract Less GST**
As and When Hourly rate	$	$	$

REGIONAL DISTRICT OF NANAIMO

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2 (hereinafter called the "Regional District")

AND:

(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. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Contract Documents") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <Start Date> and ending on <End Date>, unless sooner terminated as hereinafter provided or extended by written mutual agreement.

3. Payment

The Regional District will pay to the Contractor as full payment for the Services; the amount set out in Schedule 'B' at the times and in the manner therein set out.

4. Independent Contractor

The Contractor will always be an independent contractor and not the servant, employee, or agent of the Regional District.

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Indemnity

The Contractor will indemnify and save harmless the Regional District from all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

7. Insurance

a) Prior to the commencement of the Services the Contractor shall provide a certificate of Commercial General Liability (CGL) insurance in the amount of $2,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled.

b) Automobile Third Party Liability on all owned or leased vehicles in an amount not less than $5,000,000.

c) Contractor is responsible for any other insurance required to protect their interests.

d) The cost of any insurance and deductibles are the responsibility of the Contractor.

8. WorkSafe BC Coverage

The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement.

9. Termination

Notwithstanding any other provision of this Agreement:

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 if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public, or RDN staff. The Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

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

SAMPLE

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Governing Law

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

16. Delay in Performance

Neither the RDN nor the Service Provider 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

SAMPLE

conditions, flood, earthquake, fire, pandemic, epidemic, 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 Service Provider 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.

17. Amendment

This Agreement may not be modified or amended except by the written agreement of the parties.

18. Rectification of Damage and Defects

The Contractor shall rectify any loss or damage for which, in the opinion of the REGIONAL DISTRICT, the Contractor is responsible, at no charge to the REGIONAL DISTRICT and to the satisfaction of the REGIONAL DISTRICT. In the alternative, the REGIONAL DISTRICT may repair the loss or damage and the Contractor shall pay to the REGIONAL DISTRICT the costs of repairing the loss or damage forthwith upon demand from the REGIONAL DISTRICT. Where, in the opinion of the REGIONAL DISTRICT, it is not practical or desirable to repair the loss or damage, the REGIONAL DISTRICT may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

19. Statutes, Bylaws, Regulations and Permits

Unless otherwise noted, the Contractor shall take out all necessary permits and licenses required to permit the Contractor to perform its obligations under the Contract in the service area. The Contractor shall give all notices and comply with all REGIONAL DISTRICT regulations, all laws, by-laws, ordinances, rules, and regulations, whether federal, provincial, or municipal, relating to the business it carries on and the services provided pursuant to the Contract, including the Workers' Compensation Act and the Employment Standards Act.

20. Change Orders

If for any reason it may become desirable during the course of the contract to make changes to the service, the service change order must be in writing and duly executed by both parties prior to coming into effect.

21. Competency and Qualifications

The Contractor will employ properly licensed, trained, and unimpaired workers throughout the duration of the contract.

SAMPLE

SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District of Nanaimo:

_____
Signature

_____
Printed Name, Title

For the Contractor:

_____
Signature

_____
Printed Name, Title

SAMPLE

SCHEDULE "A"

SCOPE OF WORK

(Insert Vendor's RFP response)

SAMPLE

SCHEDULE "B"

FEE SCHEDULE

The Fee Schedule shall be the sum in Canadian Dollars of the following:

(a) <Insert fee schedule>

(b) Payments made on account of change orders, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation owing to the Contractor by the REGIONAL DISTRICT for the Work and shall cover and include all supervision, labour, materials, vehicles and equipment, overhead, profit, financing costs and all other costs and expenses whatsoever incurred in performing the Contract excluding GST.

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT ensuring to include the REGIONAL DISTRICT's Purchase Order number on all invoices to assure timely payment.
All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis from date of receipt unless otherwise agreed to in writing.

If the REGIONAL DISTRICT does not approve of the services or part of them which are the subject of the invoice, the REGIONAL DISTRICT shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the REGIONAL DISTRICT before the REGIONAL DISTRICT shall be obliged to pay the invoice or any part of it, as the case may be.

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