



Request for Proposals

ORGANICS RECEIVING AND PROCESSING SERVICES

RFP No. OBSW 02-2020

**CLOSING DATE:
OCTOBER 02, 2020 at 14:00 hours**

THE CORPORATION OF THE DISTRICT OF OAK BAY
2167 OAK BAY AVENUE
VICTORIA, BC V8R 1G2

Contents

1. Instructions to Proponents.....	5
1.1 Invitation.....	5
Background.....	5
1.2 Closing Time and Date for Submission of Proposals.....	5
1.3 Not a Tender.....	5
1.4 Proposal Documents.....	6
1.5 Inquiries.....	6
1.6 Information Meeting –.....	6
1.7 Addenda.....	6
1.8 Late Proposals.....	6
1.9 Amendments to Proposals.....	6
1.10 District’s Right to Modify Terms and Negotiate.....	7
1.11 Examination of Contract Documents and Site.....	7
2. Proposal Submission Form and Contents.....	7
2.1 Package.....	7
2.2 Form of Proposal.....	7
2.3 Signature.....	7
3. Evaluation and Selection.....	8
3.1 Evaluation Team.....	8
3.2 Evaluation Criteria.....	8
3.3 Litigation.....	8
3.4 Additional Information.....	8
3.5 Interviews.....	8
3.6 Multiple Preferred Proposals.....	8
3.7 Negotiation of Contract and Award.....	9
4. General Conditions Of Request for Proposal.....	9
4.1 No District Obligation.....	9
4.2 Proponents Expenses.....	9
4.3 No Contract.....	9
4.4 Conflict of Interest.....	9
4.5 Solicitation of District Staff, Council Members, Contractors.....	9
4.6 Disclaimers/Limitations of Liability.....	9
4.7 Confidentiality.....	10
4.8 Ownership of Proposals and Freedom of Information.....	10
4.9 Local Time.....	10

Attachments:

- Appendix "A" - Scope of Work
- Appendix "B"- Form of Proposal
- Appendix "C"- Evaluation and Scoring of Proposals
- Appendix "D"- Pro Forma Contract

- Submittal Form "A"-Financial Proposal
- Submittal Form "B"- References

Expected Timeline for RFP SW 02-2020

ACTION	DATE
Issue of Request for Proposal	September 10 2020
Deadline for Questions	September 24, 2020
Deadline for Issuing Addenda	September 28, 2020
Closing Date	October 02, 2020
Award of Contract	November 2020
Commencement of Work	January 01, 2021

1. Instructions to Proponents

1.1 Invitation

The District of Oak Bay (District) invites detailed proposals from qualified suppliers (the "Proponents") in accordance with these Proposal Documents (RFP No. OBSW 02-2020). The proposals will be evaluated for the selection of a supplier (or suppliers) with the desire to enter into a contract (the "Contract") to provide the services described in Appendix A" Scope of Work.

The contract will commence on 01 January 2021 and terminate on 31 December 2023. The District may, in its sole discretion, renew the term of this Contract by two (2) one-year extensions, until 31 December 2025, provided agreement is reached between the parties not less than thirty (30) days prior to the end of the term.

Background

The District of Oak Bay is comprised of a mostly residential neighbourhoods with a population of approx. 20,000 people, located on the southern tip of Vancouver Island and is bordered by the City of Victoria and the District of Saanich. The total area of Oak Bay is 10.53 square kilometers.

The collection of household organic waste and organic yard waste is contracted to a supplier by the District and requires a facility to receive and process the organics into Class A compost.

The purpose of this RFP is to select a qualified Proponent(s), with organic waste processing experience, to enter into Contract with The District of Oak Bay ("District") to:

- a) receive organics from collection vehicles, at one (1) or more facilities; and
- b) process organics, using aerobic, anaerobic or other conversion methods to produce value added materials that meets Class "A" compost quality standards as determined by the British Columbia Organic Matter Recycling Regulation.

Additional details are contained in the Scope of Work- Appendix "A".

1.2 Closing Time and Date for Submission of Proposals

NOTE: Proposals will be accepted in electronic format only.

The proponent will submit a PDF copy of each proposal, in accordance with the instructions contained herein, to the following email address:

purchasing@oakbay.ca

On or before the following date and time (the "Closing Time"):

Time: 2:00:00 pm (Local time)
Date: October 02, 2020

The District reserves the right to extend the closing time at its sole discretion. Proposals must only be sent electronically. Hard copy proposals will not be accepted.

1.3 Not a Tender

This is a Request for Proposal and not a tender call.

1.4 Proposal Documents

Each Proponent will ensure it provides its correct name, address, email address, telephone number and facsimile number to the District.

Please use and reference the above RFP number on all correspondence. Proponents are advised to read and respond appropriately to all sections of the RFP. Incomplete proposals may be rejected at the sole discretion of the District.

1.5 Inquiries

All inquiries related to this RFP, including whether or not the Contract has been awarded, must be directed in writing to the contact person named below (the "District Representative"). Information obtained from any person or source other than the District Representative may not be relied upon.

Name: David Brozuk, Superintendent of Public Works
Telephone: 250 -598-4501
E-mail: dbrozuk@oakbay.ca

Inquiries should be made no less than twelve (12) days prior to Closing Time. The District reserves the right not to respond to inquiries made less than seven (7) days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the District.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the District Representative. If the District determines that an amendment is required to this RFP, the District Representative will issue a written addendum to the Proponents and post the addendum on BC Bid website. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.6 Information Meeting

The District will **NOT** hold an information meeting regarding this Request for Proposal.

1.7 Addenda

If the District determines that an amendment is required to this RFP, the District will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. The addenda will also be posted on BC Bid under the RFP. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid.

1.8 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

1.9 Amendments to Proposals

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2 on or before the closing date and time. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3. Email amendments are permitted provided they are received by the District prior to the Closing Time, but such email amendments may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the District's IT equipment functions properly so as to facilitate timely delivery of any email amendment. All emailed amendments should be sent to the District email address listed in section 1.2.

1.10 District's Right to Modify Terms and Negotiate

The District, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The District also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the District considers to be in its best interests. For certainty and without limiting the foregoing, the District may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

1.11 Examination of Contract Documents and Site

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

2. Proposal Submission Form and Contents

2.1 Electronic submission only

Submit a PDF copy of your Technical Proposal and Financial Proposal (in two separate files), in accordance with the instructions contained herein, to the following specific email address:

purchasing@oakbay.ca

The Technical Proposal file must include any submittal forms that are required as part of the submission. i.e.: references.

The Financial Proposal file must include only the financial proposal and any insurance or bonding documents required.

The maximum file size accepted will be 20MB. It is the responsibility of the proponent to ensure the email submitted is within the maximum file size limit. Zip files will be accepted.

Delays caused by any computer related issues will not be grounds for an extension of the Closing Time. The District cannot be held responsible in any way for lost, misdirected, illegible or obscured emails. It is the sole responsibility of the submitting party to confirm a clear receipt of the transmission to the correct email address.

Proposals received electronically at the email address above with a time stamp after the Closing Time will be returned unopened to the Proponent. It is recommended that the Proponent request an email from purchasing@oakbay.ca to verify that their proposal has been received.

2.2 Form of Proposal

Proponents must submit their Proposal in accordance with the instructions set out in Appendix "B" - Form of Proposal.

2.3 Signature

The Proposal must be signed by a person authorized to sign on behalf of the Proponent

3. Evaluation and Selection

3.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the District by the Evaluation Team. The Evaluation Team may consult with others including District staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

3.2 Evaluation Criteria

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the District, using the following general criteria:

- (a) Understanding of issues specific to this assignment including proposed work methodology, proposed level of effort, proposed work schedule and sequence of work.
- (b) Experience and capability of firms and staff in similar assignments
- (c) Past performance of firm and staff as determined from the District and references and demonstrated ability to work cooperatively and collaboratively with the District (or similar municipal client).
- (d) Availability and commitment of resources including staff, office and technical support.
- (e) Past performance of cost and scheduling control practice.
- (f) Fee schedule and total cost of services (upset fee) to the District.

Specific criteria and their importance are outlined in the Evaluation Form attached as Appendix "C".

3.3 Litigation

In addition to any other provision of this RFP, the District may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the District, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its contractors and representatives and whether the District's experience with the Proponent indicates that there is a risk the District will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

3.4 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

3.5 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

3.6 Multiple Preferred Proposals

The District reserves the right and discretion to divide up the Services, either by scope, geographic area, or on any other basis as the District may decide, and to select one or more Preferred Proponents to enter into discussions and / or negotiations with the District for one or more Contracts to perform all or a portion or portions of the Services. In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages

and disadvantages to the District that might result or be achieved from the District dividing up the Services and entering into one or more Contracts with one or more Proponents.

3.7 Negotiation of Contract and Award

If the District selects one or more Preferred Proponents, then it may enter into a Contract with the Preferred Proponent(s), or enter into discussions with the Preferred Proponent(s) to attempt to negotiate the terms of the Contract(s), and such discussions may include but are not limited to negotiating amendments to the scope of Services and the Preferred Proponent's price(s).

If at any time the District reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within thirty days, the District may, at its discretion at any time thereafter, terminate negotiations with the preferred proponent and either enter into negotiations with any qualified Proponent or cancel the RFP process in its entirety.

3.8 Acceptance of Proposals

Proposals submitted must remain open for acceptance by the district for a minimum of sixty (60) calendar days after the submission after the Submission Closing Time and Date.

Proponents will be notified in writing when a Contract has been awarded.

4. General Conditions Of Request for Proposal

4.1 No District Obligation

This RFP does not commit the District in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the District reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

4.2 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the District or its representatives and contractors relating to or arising from this RFP.

4.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

4.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the District, its elected or appointed officials or employees. The District may rely upon such disclosure.

4.5 Solicitation of District Staff, Council Members, Contractors

Proponents and their agents will not contact any member of the District Council, District staff or District contractors with respect to this RFP, other than the District Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

4.6 Disclaimers/Limitations of Liability

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval,

permit or license prior to commencement of the work under the anticipated Contract.

The District, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the District. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The District, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a 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. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

4.7 Confidentiality

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the District on a confidential basis as a result of or during the course of the RFP process.

4.8 Ownership of Proposals and Freedom of Information

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the District, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the District will hold in confidence any such information received from a Proponent. However, the District specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the District to be necessary to its internal consultation process.

4.9 Local Time

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the District local area network time.

4.10 Acceptance of Terms

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

Appendix A

SCOPE OF WORK

The work required under this contract consists of

5.0 Scope of Work

The Contractor's scope of work for the waste collection program includes the following:

- a) Receive co-mingled food and yard/garden waste from collection vehicles at one (1) or more facilities;
- b) Process approximately 1,200* tonnes of co-mingled food and yard/garden waste annually;
- c) Process organics, using aerobic, anaerobic or other conversion methods to produce value added materials that meets Class "A" compost quality standards as determined by the British Columbia Organic Matter Recycling Regulation;
- d) Ability to process billing based on weight.

*The estimated annual quantity of organics eligible for collection is residential 1,200 tonnes. The Corporation of the District of Oak Bay does not make any claims concerning accuracy. Each Proponent should use whatever means deemed reasonable to satisfy themselves of its accuracy

The Contractor must be fully operational and ready to process the District's waste and carry out its responsibilities defined in section 5.2 below by January 01, 2021.

The Contract term is three (3) years with the option to renew, at the sole discretion of the District, for two (2) additional one-year terms provided an agreement is reached between the parties not less than thirty (30) days prior to the end of the term.

5.1 In-Scope

The receipt and processing of co-mingled organics, such as, but not limited to the following, are considered in scope for this Contract:

Food Waste

- Fruits and vegetables
- Meat and meat by-products
- Dairy products
- Baked goods
- Cereal, grains, pasta, pizza
- Bones and egg shells
- Coffee grounds, filters and tea bags
- Nuts and shells
- Fats, oils and grease

Paper Products

- Soiled paper towels, tissues
- Soiled paper food packaging
- Soiled paper plates and cups

Organic Yard Waste

- Grass Clippings
- Leaves
- Prunings
- Plants
- Branches – Max 3 inches in diameter and 3 feet in length. (7.5 cm x 0.9 meters)

Other

- Houseplants, cut and dried flowers
- Certified compostable material such as wooden stir sticks and cutlery
- Any other organic material(s) designated by the Director

5.1.1 Out-of-Scope

The following items are out of the scope:

- a) Processing of non-organics materials.

5.2 Responsibilities

5.2.1 Contractor Responsibilities

The Contractor will be responsible for the following deliverables:

- a) Operate and maintain a Composting Facility in compliance with all applicable local, regional, provincial, federal building fire, health and safety, and other codes and regulations. All operations related to the performance of the contract shall be carried out by an approved in-vessel process;
- b) Maintain the Processing Facility in a clean, sanitary, quiet, free of nuisances and orderly manner at all times, and in compliance with all applicable regulations;
- c) Ensure that all proposed services and resultant products comply with all applicable local, regional, provincial and federal legislation and regulations;
- d) Provide the District with copies of the licenses as it applies to their Composting Facility on an annual basis;
- e) Provide the District with inspection reports, upon request, conducted by the regulatory body providing the license for the Processing Facility;
- f) Process the collected organics into an end product that meets Class "A" compost quality standards, as determined by the British Columbia Organic Matter Recycling Regulation ("OMRR") and holds CRD certification. Class "A" compost is the only acceptable end product for processing the organics under this Contract. The Contractor is limited to composting organics under this Contract in a clean stream without any residual or by-products from waste treatment facilities or septage operations.
- g) The District reserves the right to collect and independently test at random the finished compost at its expense. However, should a product fail to meet the specified standards, the Contractor will be responsible for all expenses incurred for the testing;
- h) Not deposit any organics received, under this Contract, in any refuse disposal site, landfill site or on any lands. The disposal of all refuse or non-usable materials or contaminants collected with the organics shall be the responsibility of the Contractor. Such waste may be disposed of at the landfill site or other designated disposal facility. Hauling costs to the landfill or place of disposal and associated Hartland tipping fee will be at the Contractor's expense;
- i) Operate and maintain weigh scales at the point of truck dumping which will dispense a paper copy weight slip. The weight slip must identify date, time, weight and municipal truck number for each individual load. The weight slip or copy must be supplied to the municipal operator at the time of scaling and will be used to reconcile Contractor invoices;
- j) Invoice at the end of each month. The invoice from the Contractor is to be an itemized listing of individual load weights with the corresponding date. The itemized list is required to show at the bottom a total number of loads received and a total monthly tonnage;
- k) At a minimum, the Contractor shall operate during the hours of 7:00 am to 5:00 pm, Mondays to Fridays and ensure fully supported access to municipal trucks during these hours. The District on occasions may require, with 48 hours notification, the Contractor to open on a Saturday to meet service. In these events it is understood that standard charges/rates will apply.

5.2.2 District Responsibilities

During the term of the Contract, the Corporation of the District will be responsible for:

- a) Delivering the collected waste to the Contractor's Composting Facility or if located, outside of

- Greater Victoria, to the Contractor's transferring site; and
- b) Providing 48 hours notice to the Contractor for access outside of standard hours of operation.

5.2.3 Ownership of Organic Materials

All Organic Matter delivered by or on behalf of the Owner to the Contractor shall become the absolute property of the Contractor at the moment it is unloaded from a truck at the designated site.

APPENDIX “B” – FORM OF PROPOSAL

APPENDIX “B” – FORM OF PROPOSAL

Evaluation of Proposals will be by a committee formed by the District and will include employees of the District. All evaluators will be bound by the same standards of confidentiality. The District’s intent is to enter into a Contract with the Proponent who has submitted the best offer.

Proponents should ensure that they fully respond to all criteria in their submission in order to receive full consideration during the evaluation process.

1.1 Stage One - Mandatory Criteria

Item #	Mandatory Criteria
1	The Proposal must be received at the Delivery Location before the Closing Date and Time specified in Section 1.1- Invitation. Late Proposals will not be considered and will be returned unopened to the Proponent. Emailed and/or faxed Proposals will not be accepted.

Proposals not meeting all of the mandatory criteria will be excluded from further consideration during the evaluation process.

Information that should be included by proponents in their submission:

Capacity to provide Services

Proponents should provide a brief company profile as background and context for their capacity to provide the services described in this RFP. The company profile should include:

- Year and jurisdiction of incorporation;
- Number of employees and years of experience of each.
- Employee certifications & qualifications (third party certification)
- Experience providing the required services.
- The name and company information of any subcontractors that will be used in the fulfillment of the contract
- Proof of compliance with OMRR regulations & required permits
- Equipment to allow for billing by weight
- Proponents are to describe their ability to provide the requirements for conducting the services and scope of work defined in Appendix A – Scope of Work. Please list any related value added/additional works or services that could be provided to the District under this agreement.

References & Experience

Using the References Form, Submittal Form B, provide a minimum of three client (3) references for similar requirements including the start and end dates of when the services were provided.

The District will be evaluating this section on the relevance of previous experience and references.

Value Added Services

Proponents are to provide information on what makes your firm innovative, what is your competitive advantage and what other services and value added your firm provides that would assist or be of benefit to the District.

Proponents should submit all relevant documentation as it relates to any product(s) proposed in order to facilitate a complete and comprehensive evaluation by the District.

Pricing

Proposals will be assigned points based on their relationship to the lowest price proposed, as per the Evaluation Procedures. Proponents should complete provide their pricing as per Pricing Submittal Form "A" and return with response in a separate sealed envelope clearly marked "Financial Proposal". The District will include shipping and transportation costs incurred by the District in its evaluation of total pricing.

1.2 Stage Three - Reference Checks

The references of the preferred Proponent may be contacted to validate any part of the Proposal. The District reserves the right to conduct reference checks to verify the information contained in the Proposal and confirm suitability of the Proponent. Past working history with the District will be considered in the evaluation of any proponent.

The District will not enter into a Contract with any Proponent whose references, in the District's sole opinion, are found to be unsatisfactory.

Evaluators are only able to evaluate information that has been included in a Proponent's Proposal. Information that is known to evaluator(s) or information that is available on the internet or from other public sources cannot be considered during the evaluation process.

Appendix C – Evaluation Procedures

Evaluation will be based upon the following:

Organics Composting Services	
EVALUATION CRITERIA	WEIGHT POINTS
Quality of Proposed Solution	30
References, supplier qualifications/permits and experience	15
Vehicles & equipment, Approach to Customer Service, Safety & Spill plans, Innovation in previous similar services	15
Total Technical Points Available	60
Financial Proposal Points Available	40
Total Points Available	100

Evaluation and Scoring Procedure

Technical merit is awarded a maximum score of 60 points and cost is awarded a maximum of 40 points each, for a total potential of 100 evaluation points. Technical proposals will be opened and marked out of a total score of 60 points against the evaluation grid before any financial proposals are opened. Each technical presentation will be evaluated on the basis of the model proposed, the firm's experience, competence of its personnel and acceptability of the method proposed.

A firm's technical proposal shall be deemed qualified only if it complies with all requirements contained in the Request for Proposal.

Only proposals whose technical scores are within 15% of the proposal awarded the highest technical score will have their financial proposals opened and evaluated. All other financial proposals will be returned unopened upon appointment of the selected firm. The only exception to this policy is when the proposal of the second-ranked firm is more than 15% below the highest technical score and still technically qualified. In such a case, the second-ranked firm would have its financial proposal opened to avoid a non-competitive situation.

In all cases, the District reserves the right to cancel the competition and call for new proposals.

Financial proposals can be awarded a maximum of 40 points. The financial proposal with the lowest cost of fees will be awarded 40 points, which will be added to the technical score, resulting in the firm's total score. The percentage by which each of the remaining firms' proposed costs exceeds the cost of the lowest qualified proposal will be the percentage by which the 40 points is reduced, prior to adding it to the technical score resulting in each firm's total score.

For example, if the proposed cost of Firm A exceeds the lowest proposed cost (Firm B) by 10%, Firm A will add 40 minus 4 (10% of 40), or 36 points to its technical score. The firm receiving the highest total score will be judged to have the best value to the District.

COSTS INCLUDED IN PROPOSAL EVALUATION

All personnel fees, salaries, wages, transportation costs and reimbursable expenses will be taken into account in the proposal evaluation.

DEBRIEFING

Subsequent to final selection of a firm for contract award, all other proposing firms have the right to receive a debriefing on the strengths and weaknesses of their proposal. Points awarded by evaluation teams for both technical and financial proposals will remain confidential and may not be divulged to any proposing firm.

Minimum Technical Score

Technical proposals must achieve a score of at least 420 points (70%) to be considered "technically qualified". Financial proposals for firms failing to achieve the minimum technical score will not be opened

Appendix D – Pro Forma Contract for Services

This AGREEMENT dated for reference and made as of the (date)

BETWEEN:

THE DISTRICT OF OAK BAY

2167 Oak Bay Avenue
Victoria, BC V8R 1G2
Fax No. 250-598-9108

(‘The District’, ‘we’, ‘us’ or ‘our’ as applicable)

OF THE FIRST PART

AND:

CONSULTANT’S NAME

ADDRESS

EMAIL

(‘Contractor’, ‘you’ or ‘your’ as applicable)

OF THE SECOND PART

WHEREAS:

- A. The District called for proposals for the provision of consulting services for (Contract No.) (the "Project"), and the Contractor in reply submitted a proposal dated (Date). A copy of the call for proposals is attached as Schedule "C" to this Agreement, and a copy of the Contractor's proposal is attached as Schedules "D" and "E" to this Agreement.
- B. The District has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule 'A' to this Agreement (the "Services") to the District in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the District and the Contractor, in consideration of their mutual duties and responsibilities to one another under this agreement (the "Agreement"), agree as follows:

CONTRACTOR’S OBLIGATIONS:

1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.
2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule "A" to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.
3. **Confidentiality** You must not disclose any information, data or secret of the District to any person other than representatives of the District duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the District any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to

such other person, firm or corporation.

- 5. Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the **"Intellectual Property"**) are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
- 6. Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
- 7. Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
- 8. Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or willful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
- 9. Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule "B" to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
- 10. Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
- 11. Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
- 12. Legal Relationship** The legal relationship between you and the District arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employee.
- 13. Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of Services pursuant to this Agreement.

PAYMENT

- 14. Payment for Services** We must pay you the fees for your Services at the times set out in Schedule "A". Where you are specifically authorized in Schedule "A" to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule "A" as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of

your invoice, in accordance with our accounts payable policies.

15. Currency Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

TERMINATION AND SUSPENSION

16. For Default If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.

17. For Absence If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.

18. Suspension If your Services are suspended by the District at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the District to terminate this Agreement upon giving written notice thereof to the District. In such an event, you shall be paid by the District for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.

19. With Notice If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

GENERAL

20. Client to Provide Information We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the District, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the District's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the District in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or the carrying out of the District's responsibilities under this Agreement.

21. Client to Respond We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.

22. Site Access We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.

- 23. Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
- 24. Waiver** Except as may be specifically agreed in writing, no action or failure to act by the District or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
- 25. Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the District and the Contractor and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the District and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the District and the Contractor.
- 26. Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
- 27. Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
- 28. Designation of Parties** In this Agreement, "we", "us" and "our" refer to the District alone and never refer to the combination of the Contractor and District. The combination of the District and the Consultant is referred to as "the parties".
- 29. Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
- 30. Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
- 31. Time** Time is of the essence in this Agreement.
- 32. Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

DISPUTE RESOLUTION

- 33. Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the District and the Contractor, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
- 34. No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the District or the Contractor.
- 35. Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

DESIGNATED REPRESENTATIVES

- 36. District Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "District Representative") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the District Representative in the place and stead of any person previously designated.
- 37. Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "Project Manager") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

NOTICE

- 38. Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

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

The District of Oak Bay by its authorized signatories:

(Name) by its authorized signatories:

SUBMITTAL FORM "A"

OBSW 02-2020
REQUEST FOR PROPOSAL
ORGANICS RECEIVING AND PROCESSING
FINANCIAL PROPOSAL

Period	Price*
Year 1	\$ /Tonne
Year 2	\$ /Tonne
Year 3	\$ /Tonne

***NOTE: Do not add taxes into prices per tonne.**

Dated this _____ day of _____, 2020.

Authorized Signatory for the Proponent

Legal Name of Company

Address

Phone

SUBMITTAL FORM "B"- REFERENCES

OBSW 02-2020

Organics Receiving and Processing

Provide at least three recent (within the last 5 years) references that show specific relevance to this project. Provide project name, project date/duration, project location, contract name, contact title/position, phone number and email address. Indicate names of key personnel used on the referenced projects that will be involved on this project.

Reference 1	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of similar project:	
Reference 2	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	

Description of similar project:

Reference 3

Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	