

Request for Proposals: Squamish-Lillooet Regional District Solid Waste and Resource Management Plan Update



SQUAMISH - LILLOOET
REGIONAL DISTRICT

Issue date: Tuesday, July 22, 2025

Closing Date: 4:00 PM, Tuesday, August 19, 2025

Contact: Marie-Lou Leblanc, Resource Recovery
Coordinator

Request for Proposals: Squamish-Lillooet Regional District Solid Waste and Resource Management Plan Update

Issue date: Tuesday, July 22, 2025
Closing Time and Date: 4:00 PM on Tuesday, August 19, 2025

QUERIES

Queries and requests for clarification related to this Request for Proposals (“RFP”) are to be submitted, in writing, to the following contact person (the “Contact Person”).

Marie-Lou Leblanc, Resource Recovery Coordinator, Squamish-Lillooet Regional District
Box 219, Pemberton, BC, V0N 2L0
E-mail: utilities@slrd.bc.ca

The Squamish-Lillooet Regional District (“Regional District”) will determine, at its sole discretion, whether the query requires response and such responses will be made available to all by issue of addenda posted on the Regional District’s website (www.slrd.bc.ca/). No verbal conversation will affect or modify the terms of this RFP.

PROPOSERS’ MEETING:

No Meeting

The Request for Proposals consists of the following:

- This Page;
- Section 1 Administrative Requirements;
- Section 2 Instructions to Proposers;
- Section 3 Project Details;
- Section 4 General Conditions; and
- Section 5 Schedules.

PROPOSER SECTION:

(A person authorized to sign on behalf of the Proposer **must** complete and sign below and submit this page as part of the Proposal)

- **The accompanying Proposal is submitted in response to the above-referenced Request for Proposals, including any addenda.**
- **Through submission of the Proposal, the Proposer agrees to the terms and conditions of the Request for Proposals and agrees that any inconsistent provisions in the Proposal will be as if not written and do not exist.**
- **The Proposer has carefully read and examined the Request for Proposals (including the Administrative Requirements) and has conducted such other investigations as were prudent and reasonable in preparing the Proposal.**
- **The Proposer agrees to be bound by statements and representations made in Proposal.**

Legal Name of Proposer (include “Doing Business As” name, if applicable):

Address of Proposer:

Phone Number/Fax Number/Email Address of Proposer:

Signature of Authorized Representative:

Printed Authorized Representative’s Name and Title (i.e. President, Director, etc.):

1. Administrative Requirements

A. Definitions

Throughout this RFP, the following definitions apply:

“Contract” means the written agreement resulting from this RFP executed by the SLRD and the Contractor;

“Contractor” means the successful Proponent to this RFP who enters into a written Contract with SLRD;

“must”, or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration;

“Proponent” means an individual or company that submits (or intends to submit) a Proposal;

“Proposal” means the document submitted by the Proponent;

“SLRD” means the Squamish-Lillooet Regional District;

“RFP” means the process described in this document;

“should” or “desirable” means a requirement having a significant degree of importance to the RFP.

B. Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms herein and that are included in any addenda issued by the SLRD. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

C. Acknowledgment Form

The Proponent is advised to complete and return the Acknowledgment Form attached hereto as Schedule A. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of any addenda to the RFP.

D. Addenda

Whether or not the Proponent has returned the Acknowledgment Form, the Proponent is required to regularly check the SLRD’s website for any updated information and addenda issued before the closing date. If there is any discrepancy in the RFP documentation, the SLRD’s original file will prevail.

E. Late Proposals

A Proposal will be marked with its receipt time at the closing location. Only a Proposal received and marked before the closing time will be considered to have been received on time. A Proposal received after the closing time may not be considered. In the event of a dispute, the receipt time of the Proposal is as recorded by the SLRD at the closing location will prevail. The Proponent is advised to verify prior to the closing time that the SLRD has received the Proposal.

F. Eligibility

A Proposal may not be evaluated if the Proponent’s current or past corporate or other interests may, in the SLRD’s opinion, give rise to a conflict of interest in connection with the project described in this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent is advised to consult with the Contact Person prior to submitting a Proposal.

G. Evaluation

The evaluation of the Proposal will be by staff of the SLRD but may include consultants/contractors of the SLRD. The SLRD’s intent is to enter into a Contract with the Proponent who has been evaluated as having the most desirable proposal.

The SLRD may, at its discretion, request clarifications or additional information from Proponents with respect to any Proposals, make such requests to only selected Proponents, and consider such clarifications or additional information in evaluating the Proposals.

H. Negotiation/Negotiation Delay

The SLRD reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and the SLRD may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract.

If a Contract cannot be negotiated within 14 days of notification of the successful Proponent, the SLRD may, at its sole discretion at any time thereafter, terminate negotiations with such Proponent and either negotiate a Contract with the next qualified Proponent, reissue the RFP, or terminate the RFP process and not enter into a Contract with any of the Proponents.

I. Request for Debriefing

Unsuccessful Proponents may request a debriefing with the SLRD, which may, at the SLRD’s option, be conducted via telephone or email. However, the SLRD will not provide information regarding the other Proposals.

J. Alternative Solutions

If alternative solutions are to be offered, the Proponent should consult with the Contact Person prior to submitting the Proposal.

K. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become final. The Proponent will not change the wording of the Proposal after closing and no words or comments will be added to the Proposal unless requested by the SLRD for purposes of clarification.

L. Proponents’ Expenses

The Proponent is solely responsible for its own expenses in preparing the Proposal and in subsequent negotiations with the SLRD, if any. Regardless of whether or not the SLRD elects to reject all Proposals, the SLRD will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

M. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing the Proposal and the Proponent, by submitting a

Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

N. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing time. The accuracy and completeness of the Proposal shall be the sole responsibility of the Proponent and any errors or omissions shall be corrected at the Proponent's expense.

O. Firm Pricing

Prices will be firm for the entire Contract period unless this RFP specifically states otherwise.

P. Currency and Taxes

Prices quoted are to be:

- in Canadian dollars;
- inclusive of all fees;
- exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- inclusive of all applicable taxes, broken out.

Q. Completeness of Proposal

By submitting the Proposal, the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no charge.

R. Subcontracting

The use of a subcontractor(s) (who should be identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be defined in the Proposal.

However, a proposed subcontractor whose current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the subject-matter of the RFP may not be acceptable. This includes, but is not limited to, a subcontractor involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor may give rise to a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Proposal.

Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. The addition of new subcontractors, or any other changes to the subcontractor list, as set out in the Contract will not be allowed without the written consent of the Regional District.

S. Acceptance of Proposals

This RFP is not an agreement to purchase goods or services. The SLRD is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The SLRD will assess Proposals in light of the evaluation criteria. The SLRD is under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of the Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

T. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

U. Contract

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the SLRD in substantially the terms set out in Schedule C.

V. Liability for Errors

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

W. Modification of Terms

The SLRD reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the successful Proponent.

X. Ownership of Proposals

All Proposals submitted to the SLRD become the property of the SLRD. They will be received and held in confidence by the SLRD, subject to the provisions of this RFP and the *Freedom of Information and Protection of Privacy Act*.

Y. Use of Request for Proposals

Any portion of this document, or any information supplied by the SLRD in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of the Proposal. Without limiting the generality of the foregoing by submission of the Proposal, **the Proponent agrees to hold in confidence all information supplied by the SLRD in relation to this RFP.**

Z. Reciprocity

The SLRD may consider and evaluate a Proposal from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

AA. No Lobbying or Solicitation

The Proponent must not attempt to communicate directly or indirectly with any employee, contractor or representative of the SLRD, including the members of the evaluation team and any elected officials of the SLRD, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the SLRD herein or otherwise.

BB. Collection & Use of Personal Information

The Proponent is solely responsible for familiarizing itself and for ensuring that it complies, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires the Proponent to provide the SLRD with personal information of employees or subcontractors who have been included as resources in response to this RFP, the Proponent will ensure that it has obtained written consent from each of those persons before forwarding such personal information to the SLRD. Such written consents are to specify that the personal information may be forwarded to the SLRD for the purposes of responding to this RFP and use by the SLRD for

the purposes set out in the RFP. The SLRD may, at any time, request the original consents or copies of the original consents from the Proponent, and upon such request being made, the Proponent will immediately supply such originals or copies to the SLRD.

2. INSTRUCTIONS TO PROPONENTS

A. DESCRIPTION OF SERVICES

The Squamish-Lillooet Regional District (Regional District) is requesting proposals from suitably qualified proponents for the Consulting Services – Squamish-Lillooet Regional District – Solid Waste and Resource Management Plan (SWRMP) Update (the “Services”)

Refer to **Schedule “C” – Scope of Work** for further information

B. TERM

This is a multi-year project; the work must be substantially completed by Monday, December 11, 2028. The completion and provision of the final deliverables must be achieved by Monday, June 18, 2029, unless otherwise agreed upon by the Regional District.

The successful proponent may commence as soon as the award of the contract has been confirmed by the Regional District. The Regional District and the Successful Proponent will agree on a detailed completion schedule for each section of the project.

C. RFP DOCUMENTS

The RFP document package is available:

For downloading in Portable Document Format (PDF) at:

- the Regional District website at www.slrd.bc.ca/inside-slrd/contracting-opportunities; and
- www.bcbid.gov.bc.ca by browsing for opportunities by organizations and selecting Squamish–Lillooet Regional District.

D. QUERIES

Queries and requests for clarification related to this RFP are to be submitted by 4:00pm on Tuesday, August 5, 2025, in writing (via email only), to the Contact Person:

Marie-Lou Leblanc, Resource Recovery Coordinator
Squamish-Lillooet Regional District
E-mail: utilities@slrd.bc.ca

The Regional District will determine, at its sole discretion, whether queries require responses and such responses will be made available to all by issue of addenda posted on the Regional District’s website (www.slrd.bc.ca) and BC Bid. No verbal conversation will affect or modify the terms of this RFP.

E. CLOSING DATE AND TIME AND PROPOSAL OPENING

Proposals must be received by the Regional District in electronic form on or before 4:00 PM local time on Tuesday, August 19, 2025. Late proposals will not be accepted nor will proposals submitted in paper form.

Proposals will not be opened in public.

F. PROPOSAL FORMAT

The Regional District requests that the following format and sequence be followed in order to provide consistency in considering proposals.

- Title Page, including RFP title, Proponent's name, address, phone number, email address, name of representative and form of business organization (sole proprietorship, partnership, corporation, corporation number etc.);
- Proponent's section (see Page 2 of this document) *as filled out, signed and dated by the Proponent*;
- Letter of Introduction (1 page), identifying the Proponent, the key contacts and their contact information, previous experience in similar projects and contact information for references; and

The body of the proposal should include, but not limited to:

- Provide an overview of the project to demonstrate understanding of the scope and complexity of SWMP Update, and its regional context;
- Two (2) examples of past SWMP led by Proponents;
- Methodology and workplan (including engagement and implementation strategies); and,
- Completed Payment Schedule (Schedule "B").

G. SUBMISSION OF PROPOSALS

Proposals must be submitted to the Regional District in electronic form via email to utilities@slrd.bc.ca. Paper documentation will not be accepted. Submissions must be less than 15 MB. Any submission greater than 15 MB must be separated into 2 emails. A Proponent's Submission Checklist is included as Schedule "D" to support Proponents with the requirements as part of the proposals.

H. EVALUATION CRITERIA

Proposals meeting all the mandatory criteria will be further assessed against the following weighted criteria.

Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Weighted Criteria	Weight %	Minimum Threshold
Qualification and Experience of Project Team	25	6/10
Project Understanding and Methodology	35	6/10
Sustainability and Value Add	10	n/a
Pricing	30	n/a
Total	100	

The evaluation criteria will be used to determine the best overall value to the Regional District and may be applied on a comparative basis vis-à-vis each proposal.

3. PROJECT DETAILS

A. BACKGROUND

The Regional District is a local government organization situated on the west coast of British Columbia and includes a geographic area of 16,500 sq km.

Incorporated in 1968, the Regional District is a local government federation consisting of four municipalities District of Lillooet (DoL), Village of Pemberton (VoP), Resort Municipality of Whistler (RMOW), District of Squamish (DoS) and four unincorporated rural Electoral Areas (A, B, C, D).

The Regional District provides local government services to a population of approximately 50,496 (2021 census), excluding tourism adjustment, also referred to as the population equivalent, for the RMOW. Approximately 85% of the population resides within the urban municipalities of the DoS and the RMOW. The remaining 15% is distributed across the unincorporated areas, the VoP, and the DoL.

The Regional District applies the RMOW population equivalent to account for its status as a resort municipality. The population equivalent combines resident and commuter data with visitation data from Tourism Whistler. While we are presenting the 2021 Census population, it is important to note that the population continues to increase significantly. The 2024 member municipalities' population (including the adjusted population) is estimated to be 82,415, an increase of 21,154 compared to the 2021 census.

Population numbers presented below (2021 Census) – excluding adjusted population

- Member Municipalities: 44,018
- Electoral Areas, including First Nations: 6,478

Population numbers presented below (Census 2021) – including adjusted population

- Member Municipalities: 61,261
- Electoral Areas, including First Nations: 6,478

Information regarding services provided by the Regional District, available at slrd.bc.ca.

SOLID WASTE MANAGEMENT PLAN HISTORY

Solid Waste Management Plans provide a long-term vision for how solid waste is managed within each regional district, based on the 5 R provincial pollution hierarchy (Reduce, Reuse, Recycle, Recover, Residuals).

In British Columbia, regional districts are required to develop a Solid Waste Management Plan under the Environmental Management Act, with a recommendation to renew the plans every 10 years.

In 2004, the Regional District began updating its 1999 plan to enhance its framework and build on its achievements, aiming to better meet the region's long-term needs and goals. That process resulted in the 2007 SWMP, approved by the Minister in 2008. In 2013, the Regional District commenced updating its 2007 plan, adopted by the Regional District Board in 2016 and approved by the Minister in 2019. The SWRMP can be viewed in its entirety at www.slrd.bc.ca/lovethisplace/SWRMP.

In 2022, the Regional District and the DoS completed a focused amendment to include the Squamish Landfill lateral expansion, as well as the establishment of a transfer station as a secondary plan, in the existing SWRMP. The Regional District and the DoS conducted outreach, providing residents across the region and First Nations the opportunity to submit comments and provide feedback.

In 2023, the Regional District contracted a consultant to complete a 5-year Effectiveness Review. Following the 5-year Effectiveness Review, it was recommended to initiate the SWRMP update in 2025 for a completion date in 2028.

The Regional District is undertaking an update of its 2016 SWRMP to align its objectives with current local, provincial and global priorities in resource recovery and waste diversion practices.

REGIONAL DISTRICT'S COMMITMENT TO ACTION

In December 2003, the Regional District Board passed a motion to "investigate opportunities for adopting the concept of zero waste within the SLRD", as a guiding principle for the SWMP (2007) and ongoing solid waste initiatives. Zero waste has been defined as a "whole systems" approach that broadens the scope of waste management by attempting to convert the traditional linear path of a product (design, to disposal) into a closed-looped cycle where materials are recycled and re-used, comparable to natural ecological cycles.

On January 3, 2020, the Regional District Board passed a motion to "aggressively implement the SLRD's Solid Waste Management and Resource Plan".

PROJECT OVERVIEW & OBJECTIVES

The goal of the SWRMP update is to provide the Regional District and its member municipalities with a guiding document that will direct the region's solid waste and resource recovery activities for the next **10 years**.

The SWRMP regional targets and programs should be aligned with the Regional District capacities and local opportunities while continuing to push forward to implement circular economy approaches. The SWRMP update should consider smaller member municipalities and rural areas as they have distinct solid waste management challenges.

B. SCOPE OF WORK

The Regional District is seeking proposals from qualified Proponents to fulfill the requirements specified in the Scope of Work (Schedule "C"). The successful Proponent will provide the necessary personnel and equipment to meet the Scope of Work (Schedule "C").

C. TERMS OF PAYMENT

The Successful Proponent will be required to invoice on a monthly basis unless otherwise agreed.

D. COSTS

The Successful Proponent must submit a fee proposal detailing the individual cost of each activity, along with an all-inclusive price covering all project elements outlined in the RFP Scope of Work. The proposal should also include hourly rates, material and travel costs, and all other expenses, as specified in Schedule "B" - Payment Schedule.

E. PROJECT TIMELINE

The successful proponent may commence as soon as the award of the contract has been confirmed by the Regional District. The Regional District and the Successful Proponent will agree on a detailed completion schedule for each section of the project.

Key milestone and target dates:

- RFP Issued: Tuesday, July 22, 2025
- Queries and requests: Tuesday, August 5, 2025, 4:00 pm
- Closing Date: Tuesday, August 19, 2025, 4:00 pm
- Contract Decision: Tuesday, August 26, 2025 (estimated)
- Contract Starts: on or about September 15, 2025

4. SCHEDULES

- SCHEDULE "A": Acknowledgment Letter
- SCHEDULE "B": Payment Schedule
- SCHEDULE "C": Scope of Work
- SCHEDULE "D": Proponent's Submission Checklist
- SCHEDULE "E" Draft Services Agreement

SCHEDULE "A" – ACKNOWLEDGEMENT LETTER

[The undersigned will be sent any amendments or addenda in respect of the Request for Proposals: Lillooet Landfill and Recycling Centre Operation, Maintenance and Management Services].

We presently intend to provide a Proposal in respect of the Request for Proposals: *Lillooet Landfill and Recycling Centre Operation, Maintenance and Management Services*

Signature

Company Name

Name (please print)

Address

Title

City

Phone Number

Mobile Phone Number

Date

E-Mail Address

Return immediately to:
Marie-Lou Leblanc, Resource Recovery Coordinator
Squamish-Lillooet Regional District
utilities@slrd.bc.ca

SCHEDULE “B” – PAYMENT SCHEDULE

Proponents must submit a fee proposal in accordance with the Payment Schedule. The proposal should include a detailed breakdown of costs for each activity, as well as a total all-inclusive cost for the entire project. It must clearly outline fixed prices for all components, including time, travel, hourly rates, materials, and other applicable expenses.

- 1) Fixed price to complete the Scope of Work as set out in Schedule “C”

\$ _____ plus GST

- 2) Hourly rate

A proposed price per hour for the work outside the Scope of Work as set out in Schedule “C”

\$ _____ / hour plus GST

- 3) Fixed price per activity

Item	Price
Review the background information	\$
Establish a workplan, schedule, and deliverables	\$
Review current system and propose guidance for designing a new financial structure to support regional solid waste management.	\$
Coordinate and facilitate regular SWRMP Update Committee meetings	\$
Update PMAC and develop technical memo if needed	\$
Develop a list of Strategy Options and Targets	\$
Develop a draft SWRMP	\$
Develop a consultation/engagement strategy	\$
Deliver Draft SWRMP Workshops to Staff, PMAC, and Regional Board	\$
Lead the engagement/consultation	\$

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Develop a final SWRMP Draft and present to staff, PMAC and the Regional Board	\$
Develop an annual SWRMP report template	\$
Revise and finalize the SWRMP based on staff, PMAC, Regional Board, and the engagement feedback for ministry approval	\$
Finalize the SWRMP based on ministry feedback	\$

WCB Number: _____

SCHEDULE “C” – SCOPE OF WORK

The purpose of this project is to update the 2016 Squamish-Lillooet Regional District Solid Waste and Resource Management Plan (SWRMP) as per the BC Ministry of Environment and Parks (MOEP) requirements.

This Plan review will guide the waste management principles, targets and strategies for the next ten (10) years. Key areas that should be addressed include, but not limited to the following:

- Assess the current condition of solid waste management within the region.
- Develop an updated regional vision, goals, and measurable targets.
- Identify the specific needs of each member municipality and electoral area.
- Review and assess the actions of the existing SWRMP.
- Recommend facility and program improvements for operational efficiency and sustainability.
- Identify how to improve management of large waste generators.
- Layout how to expand services provided to rural communities.
- Review the existing financial structure supporting regional solid waste management and propose guidance for designing a new financial structure.

In addition to the key areas, the SWRMP update must also address:

1. 5 R provincial pollution hierarchy (Reduce, Reuse, Recycle, Recover, Residuals).
2. System sustainability.
3. Greenhouse gas emissions.
4. Residual waste management (landfills, transfer stations, depots, regional landfill).
5. Organics diversion programs, especially in rural areas.
6. Outreach and education programs.
7. Program modifications and expansions:
 - a. Extended Producer Responsibility (EPR); and
 - b. Non-extended producer responsibility.
8. Landfill closure and post-closure strategy.
9. Landfill bans and tipping fees review.
10. Alternative management options.
11. Natural disaster debris.

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The Successful Proponent will provide a plan that satisfies the Environmental Management Act requirements for conducting the SWRMP update. These requirements are outlined in the document, “A Guide to Solid Waste Management Planning, Version 1.0 (September 2016).

The scope of work for this project shall include, but is not limited to the following:

1. Background Review

Review background documents to understand the Regional District, its services and the role it plays in the management of the region’s solid waste, including, but not limited to:

- A Guide to Solid Waste Management Planning (MOE 2016);
- Solid Waste and Resource Management Plan (2016);
- Solid Waste and Resource Management Plan – 5-year Efficiency Review;
- Current regional and municipal bylaws related to solid waste;
- Annual Solid Waste and Resource Management Plan and Waste Diversion Update (2022, 2023, 2024);
- Regional and municipal solid waste documents, guidelines, strategies;
- Regional District and municipal website, and educational materials,
- PMAC Terms of Reference; and
- Other relevant information identified during the SWRMP update process.

2. Project Planning

Establish a work plan, schedule, and deliverables with the Regional District Staff.

3. Financial Strategy Support

Review the current financial system and support the Regional District to develop a sustainable financial and cost recovery strategy (a minimum of three (3) meetings with the Regional District Finance Department).

4. Committee Development and Coordination

- Support the Regional District to develop the Solid Waste and Resource Management Plan Update Committee (SWRMP Update Committee) strategy and TOR.
 - For clarity, the Regional District will be responsible for the recruitment and meeting logistics.
- Coordinate and facilitate a minimum of 5 SWRMP Update Committee meetings to present updates.
 - This includes taking meeting minutes and preparing reports to ensure that all relevant information is accurately captured as part of the engagement process.

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- Work with the SWRMP Update Committee to develop Technical Memos, if applicable.
- Update the PMAC a minimum of once per year.

5. Strategy Development

Develop a proposed list of strategy options and measurable targets for review and approval:

- Incorporate the strategies and actions from the 2016 SWRMP.
- Identify additional strategies, actions, and best practices.
- If appropriate, identify the strategies, actions and best practices by generator sector (residential, multi-family, industrial, commercial & institutional (ICI), and construction, renovation & demolition).
- Identify gaps or the need for new or updated solid waste bylaws.
- Develop a regional waste tracking system.

6. Draft Plan Development

Develop a draft SWRMP based on the strategies, actions and targets.

7. Engagement Planning and Implementation

Develop a comprehensive and meaningful engagement with all interest holders, including First Nations, the public, the Plan Monitoring Advisory Committee, businesses, and other agencies highlighted throughout the process. For clarity, all areas of the region must be given the opportunity to engage and provide their input.

- Present draft SWRMP, documents, and engagement strategy for comments (a minimum of two (2) board workshops to present the draft SWRMP, and the engagement strategy).
- Refine the engagement strategy based on feedback.

8. Lead implementation of the final approved engagement plan.

9. Final Plan and Reporting Tools

- Prepare a final SWRMP Draft and present to staff, PMAC and the Regional Board.
- Develop an annual SWRMP report template that meets the BC Environmental Act requirements that supports consistent annual reporting to MOEP, the PMAC, the Board and the community.
- Finalize the SWRMP for submission to the MOEP for approval.
- Revise the SWRMP based on ministry feedback and produce the final version.

SCHEDULE “D” – PROPONENT’S SUBMISSION CHECKLIST

<i>Item</i>	<i>Included - ✓</i>
<i>Completion and submission of Acknowledgement Letter</i>	
<i>Completion of Proponents Section of RFP Page 2</i>	
<i>Experience, contact information, and references</i>	
<i>Organization experience: 2 examples of Past Solid Waste Management Plan / Update and Engagement Plan led by the Proponent</i>	
<i>Project overview</i>	
<i>Methodoly and workplan</i>	
<i>Sustainability – Value added</i>	
<i>Completed Schedule “B” Payment Schedule</i>	

SCHEDULE “E” – DRAFT SERVICES AGREEMENT

See attached

DRAFT Services Agreement
Squamish-Lillooet Regional District – Solid Waste and Resource
Management Plan Update

THIS AGREEMENT dated for reference [\[Insert Date\]](#) is

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district created by letters patent under the laws of British Columbia and having an office at 1350 Aster Street, Box 219, Pemberton, BC, V0N 2L0

(the "Regional District")

AND:

[\[Name of Contractor\]](#), having an office at [\[Street address of office\]](#)

(the "Contractor")

GIVEN THAT the Regional District wishes to engage the Contractor to complete services as described in the Request for Proposals: Solid Waste and resource Management Plan Update, and the Contractor wishes to provide such services to the Regional District in accordance with the terms and conditions of this Agreement;

This Agreement is evidence that in consideration of the promises exchanged below, the Regional District and the Contractor agree with each other as follows:

Definitions

1. In this Agreement, in addition to the words defined above,
 - (a) "Terms of Reference" means the Scope of Work as set out in Schedule "A" of this Agreement.
 - (b) "Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference,

which forms part of this Agreement. In the event of inconsistency between any of the sections of the Agreement and any of the Schedules, the sections of this Agreement will prevail.

Services to be Performed by the Contractor

2. The Contractor agrees to perform the Services during the Term, in accordance with the Terms of Reference, on the terms and conditions of this Agreement.

Term

3. The term of this Agreement commences on or about [date the term commences] and ends on or about August [date the term completes] (the "Term"), subject to an extension at the sole discretion of the Regional District as may be required or unless terminated earlier in accordance with this Agreement.

Warranty as to Quality of Services

4. The Contractor represents and warrants to the Regional District that it will perform the Services:
 - (a) with that degree of care, skill, diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - (b) in accordance with sound current professional practices;
 - (c) with personnel who have the education, training, skill, experience and resources necessary to perform the Services and such personnel as noted in the Terms of Reference will perform the Services under this Agreement;
 - (d) in compliance with all applicable enactments and laws and in compliance with all relevant codes, rules, regulations and standards of any relevant professional or industry organization or association;

and the Contractor acknowledges and agrees that the Regional District has entered into this Agreement relying on the representations and warranties in this section.

Remuneration and Reimbursement

5. The Regional District will pay the Contractor for the Services in accordance with the rates attached in Schedule "A" of this Agreement. For greater clarity, the maximum value of this Agreement is [maximum dollar value] plus GST for the Services as set out in the Terms of Reference in Schedule "A".

Invoices

6. Not more than once each month, the Contractor may deliver an invoice to the Regional District, in respect of the immediately preceding month, setting out the aggregate amount of fees claimed for Services performed in that preceding month.

Payment by the Regional District

7. The Regional District must, to the extent it is satisfied the fees are for Services reasonably and necessarily performed by the Contractor and subject to section 8 and subject to any right of set-off that the Regional District may have, pay the Contractor the fees claimed in the invoice

delivered in accordance with section 6, within 30 days after delivery of the invoice to the Regional District.

Termination or Suspension at the Discretion of the Regional District

8. Despite any other section of this Agreement, the Regional District may, in its sole discretion, terminate or suspend all or any part of the Services by giving the Contractor notice of termination or suspension, as the case may be, with such effective date of termination or suspension so noted thereon. If the Regional District terminates or suspends all or part of the Services under this section, then the Contractor is entitled to deliver an invoice to the Regional District for the period between the end of the time period for which the last invoice was delivered by the Contractor under section 6 and the effective date of termination or suspension. The Regional District must, to the extent that it is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Contractor, pay the Contractor the fees and disbursements claimed in such invoice, within 30 days after delivery of such invoice to the Regional District. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all or any part of the Services.

Termination for Breach

9. The Regional District may, by giving the Contractor notice of termination, immediately terminate all or any part of the Services, if the Contractor:
 - (a) is in breach of this Agreement and within 5 days of receiving notice of such breach from the Regional District, the Contractor has not cured the breach or is not, to the satisfaction of the Regional District in its sole discretion, diligently pursuing a cure for the breach; or
 - (b) becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of the Contractor's creditors, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Regional District, if the Regional District terminates all or any part of the Services under this section, the Regional District may arrange, upon such terms and conditions and in such manner as it considers appropriate, for performance of any part of the Services remaining to be completed, and the Contractor is liable to the Regional District for any expenses reasonably and necessarily incurred by the Regional District in engaging the services of another person to perform those Services. The Regional District may set off against, and withhold from amounts due to the Contractor such amounts as the Regional District determines, acting reasonably, are necessary to compensate and reimburse the Regional District for the expenses described in this section.

Confidential Information

10. Except as required by law, the Contractor must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Contractor

receives in connection with this Agreement which in good faith or good conscience ought not be disclosed.

Records

11. The Contractor must:

- (a) keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the Regional District, which may make copies and take extracts from the accounts and records;
- (b) keep reasonably detailed records of performance of the Services by the Contractor, which must at all reasonable times be open to inspection by the Regional District, which may make copies and take extracts from the records;
- (c) afford facilities and access to accounts and records for audit and inspection by the Regional District and must furnish the Regional District with such information as the Regional District may from time to time require regarding those documents; and
- (d) preserve and keep available for audit and inspection, all records described in section 11. (a) through (c) for at least two years after completion of the Services or termination of this Agreement, whichever applies.

Delivery of Records

12. If the Regional District terminates all or part of the Services under this Agreement, the Contractor must immediately deliver to the Regional District, without request, all Services - related documents in the Contractor's possession or under its control.

Ownership of Intellectual Property

13. By this section, the Contractor irrevocably grants to the Regional District the unrestricted licence for the Regional District to use all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Contractor agrees that the licence granted by this section includes the right for the Regional District, at any time, to adapt, use and modify all such technical information and intellectual property for the Regional District's uses.

Agreement for Services

14. This is an Agreement for the performance of services and the Contractor is engaged under the Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Contractor nor any of its employees, contractors and representatives is engaged by the Regional District as an employee or agent of the Regional District. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees, contractors and representatives, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance,

workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and the Contractor has no authority to represent or bind the Regional District in any way.

Conflict of Interest

15. The Contractor must not perform, for gain, any services for any person other than the Regional District, or have an interest in any contract other than this Agreement, if the Regional District determines, acting reasonably, that performance of the services, or the Contractor's interest in the contract, creates a conflict of interest between the obligations of the Contractor to the Regional District under this Agreement and the obligations of the Contractor to the other person or between the obligations of the Contractor to the Regional District under this Agreement and the Contractor's pecuniary interest.

Assignment of Agreement/Subcontracting of Services

16. The Contractor must not assign this Agreement (or any part thereof) or subcontract any or all of the Services to be performed under this Agreement without the prior written consent of the Regional District, such consent may be unreasonably withheld. The Regional District may refuse its consent if, among other reasons, it is not satisfied that the proposed assignee or proposed subcontractor, as the case may be, has the education, training, skill, experience or corporate resources necessary to perform the Services. Any assignment or subcontract duly consented to by the Regional District does not relieve the Contractor from any obligation already incurred or accrued under this agreement or impose any liability upon the Regional District.

Time of the Essence

17. Time is of the essence of this Agreement.

Release and Indemnification

18. The Contractor shall release, indemnify and save harmless the District and its elected officials, officers, employees, volunteers, contractors, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) to the extent arising out of or caused, in whole or in part, by the negligent acts or omissions, breach of contract, or violation of law by/of Contractor, its employees, agents, or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement.
19. The indemnity provided in section 18 by the Contractor to the Regional District will not in any way be limited or restricted by the insurance set out in section 20 or by limitations on the amount or type of damages, compensation or benefits payable under the *Workers' Compensation Act* or any other similar statute.

Insurance Requirements

20. The Contractor shall obtain and maintain throughout the Term:

- (a) Professional liability insurance coverage throughout the Term and for the applicable statute of limitations period relevant to claims asserted by the Regional District in an amount of \$5,000,000 in respect of each claim or occurrence and in the aggregate;
- (b) Commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate and shall meet the following requirements:
 - i. name the Regional District as additional insured;
 - ii. include blanket contractual liability coverage, cross liability, and severability of interest;
 - iii. be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - iv. be primary without right of contribution from any insurance carried by the Regional District;
 - v. stipulate that it shall not be cancelled or materially changed without first providing thirty (30) days written notice to the Regional District;
 - vi. include a deductible not greater than five thousand dollars (\$5,000) per occurrence; and
 - viii. be on other reasonable terms acceptable to the Regional District;
- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property.

The Contractor shall provide the Regional District with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter as requested to do so from time to time by the Regional District. If the Contractor's insurance shall expire or terminate before the end of the Term, the Contractor shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.

WorkSafeBC

- 21. The Contractor shall provide proof of WorkSafeBC coverage (or if applicable, proof that WorkSafeBC coverage is not required) within 2 days of signing this Agreement and as

may be required by the Regional District from time to time throughout the Term. The Contractor is responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.

22. *This section is deleted.*

Safety

23. The Contractor must take all precautions reasonably necessary to ensure the safety of the Contractor's personnel and all persons employed, contracted or subcontracted by the Contractor to perform the Services.

Severability

24. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever as determined by a competent court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement

Notice

25. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

To the Regional District:

Squamish-Lillooet Regional
District 1350 Aster Street, Box
219

Pemberton, B.C. V0N 2L0

Fax Number: (604) 894-6526

E-mail Address: mleblanc@slrd.bc.ca

Attention: Marie-Lou Leblanc, Resource Recovery Coordinator

To the Contractor:

[Contractor Name]

[Contractor Address Line 1]

[Contractor Address Line 1]

Phone Number: [Contractor Phone Number]

Email Address: [Contractor Email Address]

Attention: [Contractor point of contact]

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the

day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Interpretation and Governing Law

26. In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

27. This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

28. This Agreement enures to the benefit of and is binding upon the parties and their respective executors, successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

29. This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Waiver

30. Waiver of any breach by a party must be express and in writing to be binding on that party, and a waiver of a particular breach does not operate as a waiver any future breach, whether of a like or different character.

Freedom of Information and Protection of Privacy Act

31. The Contractor shall comply with the privacy protection requirements set out in Schedule "B" of this Agreement.

32. The Contractor understands that this Agreement, and the information it contains, may be the subject of an access to information request made to the Regional District under the *Freedom of Information and Protection of Privacy Act* and the Regional District may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information the Contractor supplied to the Regional District in connection with this Agreement, whether or not the Contractor has expressly stipulated that the information in question is confidential for the purposes of that enactment.

Counterparts

33. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below. As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

SQUAMISH-LILLOOET REGIONAL DISTRICT by its authorized signatory:

Heather Paul
Chief Administrative Officer

Date

[Contractor Name] by its authorized signatory:

Name:

Date

SCHEDULE "A" – SCOPE OF WORK

[Consultant's Proposal as accepted by the Regional District is attached.]