



**Waste Management**  
**REQUEST FOR EXPRESSIONS OF INTEREST**

**Closing location:**

**Sealed Submissions will be received at**

District of Sooke  
2205 Otter Point Road  
Sooke, BC  
V9Z 1J2

**Closing date and time:**

Friday, April 9, 2021 at  
3:00 pm Pacific Time

# 1. DEFINITIONS

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Throughout this Request for Expression of Interest (RFEOI), the following definitions will be used:

**“Addenda”** means all additional information regarding the RFEOI, including amendments to the RFEOI;

**“Closing Location”** includes the location or email address for Submissions indicated on the cover page of this RFEOI , or BC Bid, as applicable;

**“Closing Time”** means the closing time and date for this RFEOI as set out on the cover page of this document;

**“Contract”** means the written agreement resulting from the RFEOI, executed by the District of Sooke and the Proponent;

**“District”** means the District of Sooke;

**“Force Majeure”** means causes that are beyond a party’s control, and which are unavoidable by the exercise of reasonable foresight;

**“Large Item Recyclables”** means items such as appliances, automotive parts, barrels, bathtubs, bikes, de-rimmed tires, electronics, furniture, glass, mattresses, rocks, sinks, sports equipment, toilets, and wood waste;

**“Must”** means a mandatory requirement to be met in order for a Submission to receive consideration;

**“Proponent”** means an individual or company that submits, or intends to submit, in response to this RFEOI;

**“Shall”** means a mandatory requirement to be met, in order for a Submission to receive consideration;

**“Should”** means a desirable requirement that has a significant degree of importance to the objectives of the RFEOI;

**“Submission”** means a full response by a Proponent to the RFEOI in accordance with Submission requirements;

**“Work”** means any labour, efforts, and/or duty required to accomplish the purpose of this project; and

**“Yard and Garden Waste”** means organic materials such as grass, lawn and hedge clippings, grass sod, flowers, weeds, leaves, vegetable stalks, shrubs, and shrub and tree branches less than 75 mm (3 inches) in diameter.

## 2. INSTRUCTIONS FOR PROPONENTS

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### 2.1 ENQUIRIES

All enquiries related to this RFEI are to be directed to:

Laura Hooper  
Manager of Parks and Environmental Services  
Email: [lhooper@sooke.ca](mailto:lhooper@sooke.ca)

Information obtained from any other source is not official and should not be relied upon. All addenda, amendments, or further information regarding this RFEI, including enquiries and responses will be recorded and will be posted to the District of Sooke's website for reference for all Proponents ([www.sooke.ca](http://www.sooke.ca)). Each addendum will be incorporated into and become part of the RFEI. It is the sole responsibility of the Proponent to monitor the [sooke.ca](http://sooke.ca) website regularly to ensure that they have received all updates.

All background document ATTACHMENTS can be found with the District of Sooke RFEI posting at [www.sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/](http://www.sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/)

All enquiries, and questions are to be submitted in writing via email prior to 4:30 pm on March 26, 2021. The District reserves the right to not answer any enquiries that are submitted after this time and date.

### 2.2 CLOSING DATE, TIME AND DELIVERY REQUIREMENTS

Two (2) copies of the Submission may be delivered in a sealed package/envelope, with a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the Submission. Electronic Submissions may be sent to [parks@sooke.ca](mailto:parks@sooke.ca). Submissions will be received until 3:00 pm, Pacific Time, on Friday, April 9, 2021. Submissions must be clearly marked and addressed as follows:

**Waste Management Expression of Interest**  
Attn: Laura Hooper  
Manager of Parks and Environmental Services  
District of Sooke  
2205 Otter Point Road  
Sooke, BC V9Z 1J2

- It is the sole responsibility of the Proponent to ensure the District receives their Submission prior to the closing time and date. All costs to prepare the Submission shall be borne solely by the Proponent.
- Late Submissions will **NOT** be accepted and will be returned unopened to the Proponent.
- The computer clock in the offices of the District of Sooke determines the official closing time for Submission.

- Delivery of the Submission by a courier service shall be the responsibility of the Proponent and will be rejected if the envelope/package is delivered to a location other than which is stated in this document and the envelope/package fails to be delivered to the District prior to the closing date and time.
- Submissions will **NOT** be opened in the public.

### 2.3 SIGNATURE

The Submission shall include a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the response to this RFEOI.

### 2.4 AMENDMENTS TO & WITHDRAWALS OF SUBMISSIONS

Submissions may be amended in writing and delivered to the closing location prior to the closing time and date. Amendments must be signed by the Proponent's authorized signatory and may be either hand-delivered or emailed to the Submission address or email.

Submissions may be withdrawn by the Proponent at any time prior to the stated closing time and date by submitting a written withdrawal letter either hand-delivered or emailed to the Submission contact address/email.

### 2.5 SUBMISSION REVIEW

Review of Submissions will be by a committee formed by the District of Sooke and may include staff, Councilors, and contractors of the District of Sooke.

### 2.6 REVIEW AND SELECTION

The review committee will check Submissions against the Submission Requirements. Submissions not deemed to be complete will be rejected without further consideration. Submissions that are deemed to be complete will then be reviewed against the content of the proposal. Complete Submissions will be presented to District of Sooke Council for further consideration.

### 2.7 CHANGES TO SUBMISSION WORDING

The Proponent will not change the wording of its Submission after the closing date and time specified on the front cover of this RFEOI, and no words or comments will be added to the Submission unless requested by the District of Sooke for purposes of clarification.

## 2.8 PROPONENT'S EXPENSES

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

## 2.9 ACCEPTANCE OF SUBMISSIONS

This RFEI is not an agreement to purchase services or enter into a partnership. The District of Sooke is not bound to enter into a Contract with any Proponent. The District of Sooke will be under no obligation to receive further information, whether written or oral, from any Proponent.

## 2.10 DEFINITION OF CONTRACT

Notice in writing to a Proponent that its Submission has been selected as successful will neither constitute a Contract nor give the Proponent any legal or equitable rights or privileges relative to the service requirements set out in this RFEI. Only if a Proponent and the District of Sooke enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges.

## 2.11 MODIFICATION OF TERMS

The District of Sooke reserves the right to modify the terms of this RFEI at any time in its sole discretion. This includes the right to cancel this RFEI at any time without entering into a Contract.

## 2.12 OWNERSHIP OF SUBMISSIONS

All documents, including Submissions, to the District of Sooke become the property of the District of Sooke. They will be received and held in confidence by the District of Sooke, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

## 2.13 CONFIDENTIALITY OF INFORMATION

Information pertaining to the District of Sooke obtained by the Proponent as a result of participation in this RFEI is confidential and must not be disclosed without written authorization from the District of Sooke.

## 2.14 COLLECTION AND USE OF PERSONAL INFORMATION

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, 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 RFEI requires Proponents to provide the District of Sooke with personal information of employees who have been included as resources in response to this RFEI, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District of Sooke. Such written consents are to specify that the personal information may be forwarded to the District of Sooke for the purposes of responding to this RFEI and use by the District of Sooke for the purposes set out in the RFEI. The District of Sooke may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the District of Sooke.

### 3. PROJECT SCOPE & DELIVERABLES

#### 3.1 INTRODUCTION

The District of Sooke (“the District”) is taking steps to improve municipal waste management services for its residents and is seeking to engage private sector firms with practical experience and proven capacity to deliver efficient and affordable yard waste and large item recyclables management services within the District. This request for expression of interest (REOI) has been issued to generate and evaluate interest from prospective firms with demonstrated capacity to collect and dispose of yard waste and large item recyclables.

The District envisions that the management of yard waste and large item recyclables will provide a much-needed amenity for the community and has the potential to reduce illegal dumping and backyard burning, which protects our natural environment and creates a healthier community.

The District is seeking Expressions of Interest from experienced firms to set-up a year-round residential yard waste collection facility at 2080 Kaltasin Road (Figure 1) and an annual large item recycling event. Proponents are invited to submit expressions of interest outlining a concept plan for providing the service.



Figure 1: Municipal works yard located at 2060-2080 Kaltasin Road with area for proposed yard waste collection indicated in purple.

### 3.2 BACKGROUND

The District of Sooke sits on the traditional territory of the T'Sou-ke Nation people who have been the long-established stewards of the lands and waters of this area. The District is adjacent to the harbour and basin that has provided an abundance of local wildlife, food resources and commerce. The District contains numerous sensitive ecological areas including salmon bearing rivers and creeks and habitat for species at risk, comprises of urban areas, rural areas and farmland, and has an integral relationship with the surrounding hills and rainforest. Sooke provides a gateway to the rugged west coast of Vancouver Island, and is located approximately a 40-minute drive west of Victoria.

According to the recent census (2016), the population of the District consists of approximately 14,000 people and encompasses 66.65 square kilometers with a developed town centre. Approximately one-half of its residents live in the urban and suburban areas. The District is a rapidly growing municipality and faces many opportunities, and likewise challenges, related to community growth. Specifically, we are experiencing challenges related to waste management: backyard burning, illegal dumping, wildlife conflicts, etc.

### 3.3 THE NEED

The District requires a supervised facility to be operated at 2080 Kaltasin Road to collect residential yard and garden waste. It is expected that the facility will be open to the public at least one weekday and one weekend day each week throughout the year however this may increase seasonally according to the communities' needs. The District requires that all yard waste materials will be collected at 2080 Kaltasin and then disposed of offsite at a facility that meets provincial requirements under the Organic Matter Recycling Regulation (OMRR).

Additionally, the District requires a large item recycling event be hosted at least annually for its residents. The District suggests that this supervised event also be hosted at 2080 Kaltasin. Items collected during these events must be recycled offsite according to provincial requirements.

It is expected that the District will enter into an agreement for these services for three to five years. The District will consider both a user-pay, no fee for service or a combination of these delivery models as part of the expression of interest.

### 3.4 THE SITE

The District is the sole owner of the municipal works yard located at 2060-2080 Kaltasin Road. This property hosts the contracted road maintenance company (2060 Kaltasin) and the municipal parks department (2070 and 2080 Kaltasin Road). The site is completely fenced and has access collected by an electronically controlled gate. There is no pedestrian access to the property. The area for the proposed collection site is asphalted and is approximately 1000 square meters (Figure 1). The size and layout are negotiable.

### 3.5 ROLES

The proponent will take the lead in establishing a plan for the site set-up, collection and disposal plans as well as the operational logistics (timing of collection, staffing, site access, types of waste, public inquiries, disposal etc.). The proponent will be responsible to keep the operations tidy and nuisance-free as the site is very visible to the public. The District will partner with the operator to communicate

collection of the different waste streams to the public (website, social media, advertising, public inquiries).

Partnerships with other private, non-profit and/or public service agencies may be part of the RFEOI Submission. Joint Submissions are encouraged whenever possible.

The District will assign a staff person to work with the successful proponent through the short-term set-up processes and overall operations on the long term. Formalization of roles will be incorporated into a subsequent contract once the successful Proponent(s) has been selected.

## 4. SUBMISSION REQUIREMENTS

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Submissions must include the following information, preferably in the order presented, to be considered complete.

### 4.1 QUALIFICATIONS

Proponents must include a summary of their company's background, area of expertise, and number of employees. Proponents shall list any subcontractors or sub-consultants they intend to use and provide a similar summary. Proponents shall include at least two (2) examples that clearly outline previous projects with similar services that have been successfully completed by their company.

### 4.2 EXPERIENCE OF PROJECT TEAM

Proponents shall provide the Curriculum Vitae (CV) of the Project Manager; and list all other project team members that would be directly involved in the project, indicating relevant experience, qualifications, credentials. Proponents shall provide a project organization chart and a table clearly indicating what role and responsibility each team member will play. The District must be kept apprised of (and approve any) changes or substitution of key personnel for this project.

### 4.3 STATEMENT OF INTEREST

Proponents shall submit a letter of interest of no more than two pages explaining why the Proponent is interested in this opportunity.

### 4.4 PROPOSAL

Proponents shall demonstrate an understanding of section 3 above through the inclusion of a conceptual layout of the collection facility and operational schedule.

### 4.5 REFERENCES

Respondents shall provide the names, position titles and contact telephone and/or e-mail of three (3) persons who can provide references for the projects listed pursuant to section 4.1 above. The District reserves the right to conduct reference checks.



## 4.6 PROJECT BUDGET

Proponents are expected to provide a detailed cost breakdown for all design, set-up and operational costs associated with their proposal, including the expected annual costs to be borne by the District. The District has not approved a budget for this project and will consider all proposal costs as presented. It is anticipated through the execution of a written agreement with the successful Proponent that costs will be allocated through the annual budget approval process for which the duration of the term of the agreement. The District of Sooke will consider any applicable grant(s) that a proposal may incorporate as part of a Proponent's Submission. Proponents must indicate in their proposal the specified grant(s) they wish the District to pursue and indicate the year in which the grant would need to be approved. Promotion and utilization of measures to reduce greenhouse gas emissions are encouraged.

## 5. CONTRACT NEGOTIATIONS

It is not the intent of the District to enter into contract negotiations with any Proponent that does not furnish satisfactory evidence of possessing the experience and ability required, and sufficient resources to ensure acceptable performance and completion of the Work. The District reserves the right to reject any Submission from any Proponent who, in its sole and reasonable opinion, is deemed incapable of providing all necessary resources to perform the Work in a satisfactory manner. This RFEI is not a tender and does not commit the District of Sooke in any way to select a Proponent.

### 5.1 PUBLICITY

The Proponent shall not make any news release concerning the RFEI, Submission or awarding of same, or the resulting contract without the express written consent of the District.

An award of contract to the successful Proponent does not constitute a general endorsement of the Proponent's products or services, and the award of contract cannot be used by the Proponent to promote the sale of products or services without the express written approval of the District. The District may issue a news release about the award of the contract and project updates.

### 5.2 INSURANCE

The Proponent agrees to implement and submit proof of insurance upon award of the Contract. The insurance must be maintained for the duration of the Contract at the Proponent's own cost and expense, in such amount, in such forms, and with insurers acceptable to the District.

The Proponent must carry comprehensive general bodily injury and property damage liability insurance in the amount of not less than three million dollars (\$3,000,000) inclusive per occurrence. The District of Sooke must be added as an additional insured to such policy and such policy must contain a cross liability clause.

The Proponent must carry automotive liability insurance for all motorized vehicles (owned and not owned) in the amount of not less than three million dollars (\$3,000,000). Each insurance policy must contain a waiver of subrogation clause in favour of the District of Sooke, and a thirty (30) day prior notice clause of any cancellation or material change in coverage, terms, and conditions.

The Proponent must carry insurance on equipment owned or rented by the Proponent to its full

insurable value.

The Proponent shall provide, upon award of Contract, professional liability insurance and policy limits carried by the organization, its associates, and/or sub-consultants for an amount per claim and aggregate of three million dollars (\$3,000,000).

### 5.3 REGULATORY & LEGISLATIVE COMPLIANCE

The successful Proponent shall ensure services and products provided in respect to the Work are in accordance with, and under the authorization of, all applicable authorities and municipal, provincial, and federal legislation and Acts. The Proponent will provide the District with a copy of their current Certificate of Clearance from WorkSafeBC BC, prior to or at the time of signing the Contract; with copies of renewal confirmation provided every ninety days.

The Proponent shall be designated and shall assume the responsibility as the Prime Contractor per WorkSafeBC BC OH&S regulations under applicable Sections 20 and 118 and applicable Subsections within them. The successful Proponent must have the necessary qualifications for and be willing to accept the responsibilities as Prime Contractor for the Contract.

The Proponent shall provide the District, prior to the commencement of the Work, with a written copy of the Health and Safety Policy of their organization, along with any applicable procedures relevant to the Work. If the Proponent does not have written procedures relevant to the Work, the Proponent's project team will be expected to abide by the District's safety procedures in accordance with the duties of employer's provision of the Occupational Health and Safety Act.

By making a Submission, the Proponent represents that it has the legal capacity to enter into a contract and is in compliance with all federal, provincial, and municipal laws and regulations applicable.

**All background document ATTACHMENTS can be found with the District of Sooke RFEI posting at [www.sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/](http://www.sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/)**