

Request for Proposal

Efficiency and Effectiveness of the Solid Waste- Resource Management System in Nova Scotia

RFP No. RRFB0055

Issued by



on behalf of the
Municipal-Provincial Priorities Group

December 5, 2017

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1.0 Objective

The Municipal-Provincial Priorities Group (hereafter referred to as “Priorities Group”) is a sub-committee of the Nova Scotia Solid Waste-Resource Regional Chairs Committee and requires consulting services to investigate and evaluate the efficiency and effectiveness of the existing solid waste-resource management system in Nova Scotia. Through its investigation, the consultant shall identify key opportunities for efficiency/productivity improvements that ideally will lead to cost savings and/or increased revenue(s), while maintaining environmental benefits and regulatory requirements.

Divert NS shall be the contracting agent for any service agreement resulting from this RFP, acting for and on behalf of the Priorities Group. Divert NS is the registered business name of Resource Recovery Fund Board, Inc.

2.0 Overview

2.1 Background

In 1995 Nova Scotia adopted a strategy for the management of solid waste, based on minimizing environmental impact, stimulating economic benefits, and encouraging reduction, reuse, recycling, composting and, in specific circumstances, energy recovery. The strategy included:

- Establishing seven regions to manage solid waste-resource program delivery.
- Establishing Resource Recovery Fund Board, Inc. (now conducting business under the registered business name Divert NS) to operate the Beverage Container and Used Tire Management Programs, and to distribute funds to the regions to support public education and other waste diversion programs.
- Establishing new regulations requiring landfills to meet “second generation” requirements.
- Banning certain products from landfills to stimulate diversion, such as organics, some paper and plastics, beverage containers and tires.

Curbside pickup of three waste-resource streams - garbage, organics and recycling (glass, metals and paper) became standard across the province. Seven new or improved second generation landfills were created, and many old landfill sites were closed. Fifteen composting operations and nine Material Recovery Facilities (MRFs) were established to handle a wide range of plastics, paper, cardboard, metals and other recyclables. Seventeen transfer stations were established to bridge service areas where significant distance separated them from the new landfills or processing sites. In addition, a number of Construction and Demolition (C&D) landfills were created. This new infrastructure was developed to manage residential as well as industrial, commercial and institutional (ICI) solid waste-

resources being collected and transported by both municipalities and the private sector. The Environmental Goals and Sustainable Prosperity Act of 2007 set ambitious targets based on the goal of “having one of the cleanest and most sustainable environments in the world by the year 2020” including “the solid waste disposal rate will be no greater than three hundred kilograms per person per year by the year 2015 through measures that include the development of new programs and product stewardship regulations.” This strategy moved away from using the diversion rate as a target, setting a goal based on the total mass of solid waste going to landfills.

Statistics Canada data showed that by 2008 Nova Scotia was achieving the highest diversion rate of all provinces, at more than twice the national average. Nova Scotia’s disposal rate also remains 50% lower than the national average.

In 2009 Nova Scotia Environment (NSE) conducted a consultation process based on the strategy, leading to the *Renewal of Nova Scotia’s Solid Waste Resource Management Strategy Consultation Summary Report* which identified increasing product stewardship and diverting C&D waste as the two highest priorities.

In 2010, NSE estimated Nova Scotia disposed of 401 kg per capita, down from 726 kg/person in 1989 before the strategy and regulations were adopted. Based on concerns that the volume landfilled was a more significant measure than the ratio of waste-resource diverted, a new target of 300 kg per capita was established. NSE responded to concerns from landfill operators by commissioning PHA Consulting Associates to prepare a report on the *Fiscal and Economic Impact of the 300 kg/Capita Target on Nova Scotia’s Landfills*. It found that some landfill costs are partially variable, but that costs per tonne disposed would increase at each landfill if volumes were reduced.

In 2011, NSE commissioned William Hogg to prepare an *Organizational Review of the Resource Recovery Fund Board* (now Divert NS). It found the beverage container recycling program was experiencing high redemption rates (79%), that its funding of municipal diversion programs was exceeding targets, and the education and awareness programs (funded through the beverage container program) were in place. However, it noted the deposit-refund system had the potential for improved cost effectiveness, and the squeeze on net revenues from the beverage container program was a threat to the education and value-added manufacturing (funding research and pilots to improve diversion) programs. It also found the potential for expanding stewardship through Extended Producer Responsibility (EPR) programs comparable to those in other provinces.

An extensive consultation process led to NSE publishing *Our Path Forward* and then to *Revising our Path Forward* in 2014. It proposed making changes in seven areas:

1. Expanded Product Stewardship/Extended Producer Responsibility (EPR).
2. Additional Disposal Bans and Approval Requirements.
3. Expanding the used tire management program to include oversized tires.
4. Removing the requirement for Regional Solid Waste Management Plans.
5. Achieving regulatory clarity on Energy from Waste.
6. Improved enforceability of the Solid Waste Regulations.
7. Improvements in the Beverage Container Deposit Refund Program.

The report contained an extensive list of products that NSE recommended be included in stewardship programs, with the suggestion that they could be banned from landfill. It also noted that effective diversion and/or re-use of C&D materials was key to reducing the tonnage that goes to landfill.

During NSE's regulatory review there was considerable dialogue about an EPR program focused on printed paper and packaging (PPP), including a "PPP Summit". NSE forecast the potential financial benefit for municipalities to be \$14-\$17M per year and saw this as the first step to the expanded EPR program. However, some municipalities expressed concern about the EPR program, with concern an industry led program would manage the recycling processing, leaving some municipalities with "stranded assets" in the form of current MRFs. There was concern that this would also result in municipal job losses.

Municipalities were also concerned with the financial impact on landfills of banning more materials and reduced processing volumes. In 2015 Dillon Consulting was engaged by Divert NS and NSE to conduct a *Municipal Financial Impact Review*. It looked at the impact on the municipalities of proposed changes, particularly the creation of EPR programs giving producers responsibility for handling disposal for carpets; household hazardous waste (HHW); mattresses and box springs; PPP; new programs to handle a broader range of tires and textiles; and requirements for recycling of some C&D items. The review found potential losses for landfill operators from reduced volumes and increased costs to manage the C&D related materials. Overall the report projected positive net fiscal advantages for all participating municipalities, assuming the PPP program covered collection and recycling costs.

There was also uncertainty around how an industry run PPP program would collect materials, with particular concern industry would consider municipal collection costs too high. There were also concerns raised by the Canadian Federation of Independent Business (CFIB) about potential charges to small businesses (and the related administrative burden) to support a PPP EPR program. However, there was general support from most respondents to the consultation, even from the large industry players who accepted their role in the proper management of their printed paper and packaging as they have in other provinces across the country. However, in the face of business and municipal concerns, the province deferred implementation, and sought a proposal that included consensus at a municipal level and among businesses.

2.2 Solid Waste Management Costs and Benefits

Nova Scotia has the lowest waste disposal rate among the provinces, but it also has the highest cost per tonne as noted in the graph below.



Figure 1 - Prepared by NSE, using data from Statistics Canada

Having the lowest disposal rate is a factor of having one of the most comprehensive waste management systems in Canada, including curbside collection of organics and recyclables. In addition, the legislative framework requires that municipalities must divert material from landfills, which can be more costly in rural areas. Statistics Canada demonstrated that Nova Scotia's low disposal rate but high costs per tonne tended to off-set each other, resulting in costs per person that were about average in Canada.

There is currently a variety of approaches to solid waste-resource collection, and reuse or disposal.

- Household waste (and commercial waste in some areas) is generally collected by municipalities in three streams - garbage, recyclables, and organics, with garbage going to landfill sites, recyclables going to MRFs, and organics going to composting plants.
- Commercial solid waste-resources are collected privately, transferred as required and transported to municipal and private sector landfills, recycling to MRFs and composting facilities.
- Construction and Demolition (C&D) waste generally goes to C&D landfills, with some materials recycled or reused, particularly in Halifax.
- Divert NS oversees an ENVIRO-DEPOT™ network of more than 75 locations where consumers can redeem their beverage containers for the refund portion of the deposit paid. Divert NS collects these materials then transports them to either its own processing facility or a contracted processor. Many Enviro-Depots have contracts with other industry associations to collect additional materials like paint and electronics.

- Divert NS also oversees the Used Tire Management Program allowing consumers to leave end-of-life passenger, truck and tractor-trailer tires at any of the approximately 800 tire retailer locations in the province. Divert NS collects these tires and delivers them to contracted processors.
- Other private sector groups/companies/stewardship agencies collect and/or manage a variety of materials outside the traditional solid waste-resource management sector such as textiles, metal, pallets, organics (to farmers, sewage treatment, landscapers, etc.), cardboard, etc.

2.3 The Role of Solid Waste Regions and Municipalities

The province is divided into seven regions as per the *Solid Waste-Resource Management Regulations*. While Region 4 encompasses a single municipal unit – Halifax, the remaining regions are comprised of multiple municipal units and they nominate a representative to the Board of the region, and the Board determines policies.

Regions receive funding from Divert NS to fund education programs and support waste diversion activities. All regions carry out the education programs and two regions – Halifax and Valley (Region 5) – operate a single waste management authority for collection. In the other regions, the municipalities carry out collection. Some municipalities own and operate transfer stations, MRFs and landfills.



The population of the regions varies widely, from the smallest (Region 7) at about 42,000 to the largest (Region 4) with over 400,000. Even the smallest regions have a number of still smaller municipalities conducting collection activities.

It should be noted that many municipalities within Regions 1, 2, 3, 6 and 7 acts independently with respect to collection, processing, disposal, marketing and, in some instances education.

2.4 NSE Datacall

NSE operates a “Datacall” software program which collects information from all regions and municipalities involved in solid waste-resource management. The 2015 Datacall presentation provides additional information on collection and processing costs. It identifies current collection costs, including amortized costs of the collection system, as well as operating costs. These costs vary widely by region and municipality:

- garbage - \$27 to \$155 / service unit – or collection point (average \$60)
- recyclables - \$9 to \$130 / service unit (average \$40)
- organics - \$0.60 to \$57 / service unit (average \$24)
- total costs - \$69 to \$286 / service unit (average \$117)

Note: There is some “skewing” of data due to how collection contracts are structured and what is collected; however, clearly costs vary widely as illustrated in the table below.

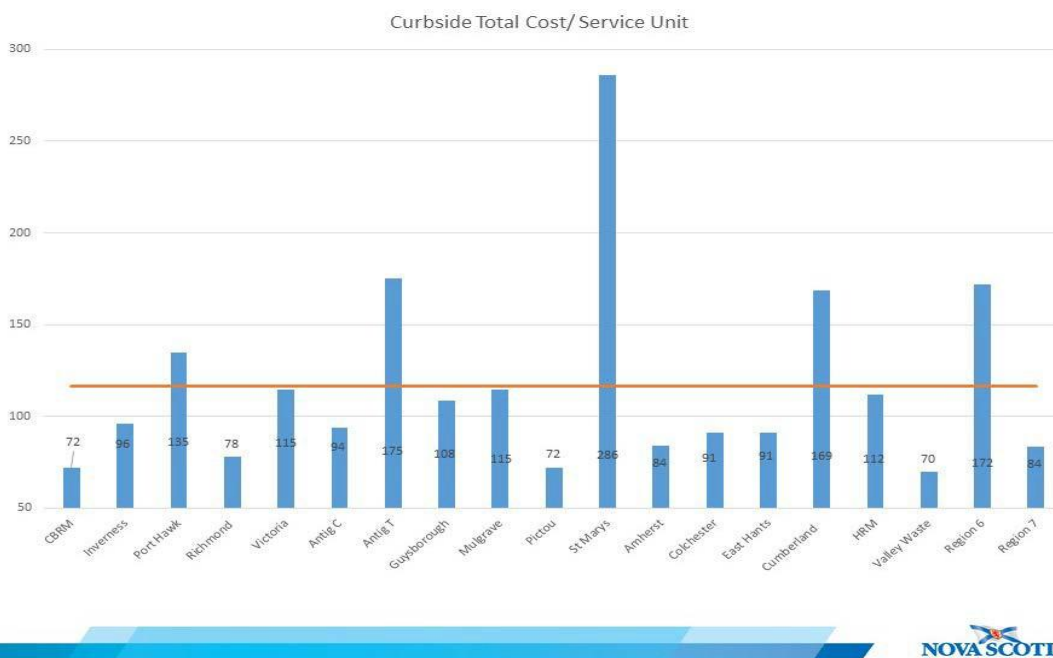


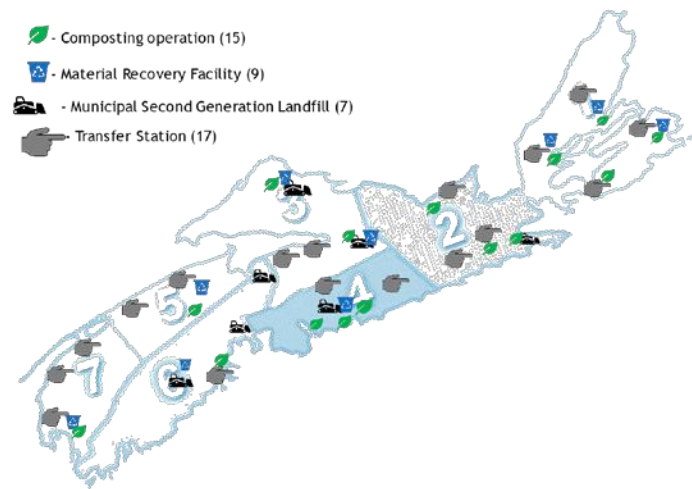
Figure 2 - From 2015 Datacall Presentation

Collection frequency also varies between municipalities, as do bag limits; requirements for clear and/or opaque bags; the range of materials recycled; whether apartment buildings are served (and if so, how large); and whether businesses are served (and if so, what bag limit applies).

This contributes to the need for local education programs and causes confusion for some residents with properties in different municipalities.

2.5 Waste Management Facilities

Transfer stations, MRFs, composting facilities and landfills have tended to develop as a result of independent municipal decisions and most are owned and operated by municipalities (however, there is one landfill and several organics facilities that are privately owned). Many municipal MRF's are privately operated under contract to municipalities. The volumes handled and the technologies employed vary between MRFs, composting facilities and landfills, contributing to the range of costs noted in Section 2.4.



Documents and data relating to this history are listed in Appendix A and are available online or will be made available to the successful proponent.

3.0 Scope of Work

The review will focus on the roles and activities of the regions and municipalities in the solid waste management process, in curbside collection, operation of transfer stations, landfills, MRFs and compost facilities, and the education and enforcement programs that seek community compliance with solid waste regulations, by-laws and processes. The review must consider the full solid waste management regime in the Province of Nova Scotia as it affects these roles, as the aspects are very inter-related.

A final report will, among other things, identify opportunities to improve efficiency. Improved efficiency is defined as reducing the net system costs, particularly the costs borne by taxpayers, without reducing environmental benefits, or, improving environmental benefits without increasing costs. Net system costs are the costs less related revenues.

The successful proponent should expect that decision-makers will be concerned with the economic benefits as well. The expected distribution of savings among contributing parties and the impact of cost reductions in terms of employment in Nova Scotia should be identified with each recommended change.

The review will consider the following issues:

- a) Analysis and comparison of collection costs for municipal recycling, composting and garbage streams. Collection and processing costs vary widely among municipalities. Do curbside collection processes need to change to reduce costs by achieving economies of scale, by implementing different technologies or different service delivery approaches? Is consistency in the collection processes across the province important? If so, at what level of service? If so, how would the consistency be achieved?
- b) Analysis and comparison of transfer costs, considering distance to disposal or processing facilities.
- c) Analysis and comparison of processing costs, by facility, for recycling, composting and garbage streams. What are the most cost-effective approaches? Specifically, comparative information for each facility should include throughput, population served, type of technology, operating costs, staff, capacity, level of modernity, etc.
- d) Analysis of the current governance approach and the roles/contribution of the various entities, municipal, regional, and provincial (Divert NS and NSE). Are changes in governance required to improve waste management programs and services? Are changes required to achieve cost reductions?
- e) Analysis of how the municipal role in waste management could be affected by the increasing trend for industry to run their own waste management programs for their end-of-life products. How would the regional/municipal role change to accommodate this? What steps should the regions and municipalities take to play an optimal role?
- f) Analysis of provincial regulations as they impact municipal operations. Are there changes in provincial regulations that would accommodate a more efficient regional/municipal role?
- g) Analysis of the current infrastructure and long-term rationalization of infrastructure including landfills, transfer stations, MRFs, and compost facilities.
- h) Analysis of how changes in technology could impact municipal waste management programs and facilities.
- i) Determining whether best practices in other jurisdictions would reduce costs and/or increase revenues in Nova Scotia

For each recommended change, the expected financial and environmental impact will be provided.

3.1 Project Principles

Below are project principles, which will guide the study recommendations:

- Residents will continue to have access to curbside collection, education and enforcement
- Recommendations will conform with regulations, specifically, the Environment Act and the Solid Waste-Resource Management regulations, except where changes are proposed
- Recommendations will maintain or improve the level of environmental impact
- Emphasize the lowest cost solution with an environmentally responsible solid waste management system for all Nova Scotians

- Recognize that any recommendations may affect rural, suburban, and urban residents (and stakeholders) differently and may need to vary by community type
- Stakeholder engagement is key to the work to be carried out throughout the project. The engagement process should include change management components to ease implementation

3.2 Review Components

The Review will include at least:

1. Review of the resources and literature identified in Appendix A - *Available Background Information*.
2. Consultation and meetings with all major stakeholders in the preparation of each deliverable. The successful proponent shall be responsible for arranging/organizing all elements of any consultation process. Major stakeholders include:

- The Municipal-Provincial Priorities Group
- Nova Scotia Environment
- Divert NS
- Regions (through the Priorities Group and the Committee of Regional Chairs)
- Municipalities through the Union of Nova Scotia Municipalities (UNSM).
- Representative staff of regions and municipalities delivering services.
- Facility Operators (with representative site visits)

The proponent shall indicate the consultation approach they will take and the number of meetings included in their fixed cost price – as well as the costs to be applied to any additional consultation the Project Manager may direct.

3. Benchmarking of the current costs within Nova Scotia for municipal/regional operations
 - collection
 - transfer stations
 - bulk transfer
 - landfill operations
 - MRF operations
 - composting

The benchmarking shall include all units in Nova Scotia. It shall identify the costs of each activity at various locations in the province, and to the extent possible, identify the circumstances that have produced higher and lower costs in various locations. The analysis will identify the circumstances which produce the lowest costs, while maintaining environmental effectiveness. The circumstances to be considered would include scale/volume, community characteristics (urban, suburban, rural and seasonal), technologies employed, distance from destination (transfer stations and final destinations) and any other factors determined to be significant. The benchmarking can be based on information from NSE's Datacall; however,

proponents should expect the need to address concerns about the comparability and consistency of the data available.

4. A literature search for pre-existing studies on similar topics (e.g. efficiency in the delivery of municipal solid waste resource services in Canada. Note that there are a number of studies on recycling that were published through Stewardship Ontario's Recycling Effectiveness and Efficiency Fund).
5. Review of best practices (that lead to lower costs per person or per tonne) implemented in other Canadian jurisdictions and those readily available in European or American jurisdictions
6. Review/consultation on the Interim Report before option analysis and recommendations.
7. Review of the Draft Final Report with the Priorities Group and
8. Presentation of the Final Report (up to three presentations – with a unit cost for any additional presentations required).

4.0 Budget

The budget for this project is estimated at, and in any event shall not exceed, \$150,000 exclusive of Harmonized Sales Tax (HST).

5.0 Project Reporting Structure

A "Project Steering Committee", comprised of members of the Priorities Group, shall oversee the project. This Committee shall appoint a "Project Manager" as the primary liaison/contact with the successful proponent.

The successful proponent will assemble a "Project Team" for this assignment and appoint a "Project Lead" who will liaise with and report to the Priorities Group through its Project Manager and/or its Project Steering Committee as appropriate.

6.0 Deliverables and Timeline

The key deliverable resulting from this project shall be a report:

- describing all aspects of the current solid waste-resource management system in Nova Scotia which shall include, but may not be limited to, programs, services and existing infrastructure; and
- identifying/outlining potential changes to the solid waste-resource management system that would affect the municipal and/or regional roles that are to be examined.

A DRAFT Final Report shall be submitted to the Project Steering Committee for review, feedback and vetting prior to submission of a FINAL Report.

The study should be completed within six months of contract signing. The successful proponent will be expected to meet this timeline and any changes must be approved by the Priorities Group.

7.0 Conflict of Interest

Proponents must indicate if a conflict of interest exists and must provide a statement providing a full and complete disclosure in writing if there is a conflict of interest.

The Priorities Group reserves the right to disqualify any proponent that in its sole opinion has an actual or potential conflict of interest, whether existing now or is likely to arise in the future, or may permit the proponent to continue and impose such terms and conditions, as the Priorities Group in its sole discretion; may require.

A proponent that is related, affiliated, an associate, has common ownership (as defined by the Canada Business Corporations Act and/or the Income Tax Act) or has a business relationship, including a financial relationship with another entity that is involved in a business relationship with Divert NS, in its capacity as contracting agent for and on behalf of the Priorities Group, will be deemed to be in a conflict of interest. Where a proponent acknowledges an actual or potential conflict of interest and is subsequently notified that their proposal is successful, the successful proponent must resolve the actual or potential conflict of interest to the satisfaction of the Priorities Group prior to signing a contract.

8.0 Proposal Evaluation Criteria

Proponents must provide a response to each of the following evaluation criteria:

8.1 Understanding of the Project Requirements

Provide an overview (maximum one page) that articulates your understanding of and familiarity with the “Nova Scotia model” for solid waste-resource management and the outcomes needed from this project by the Priorities Group.

8.2 Experience and Capabilities

Provide a brief description of three (3) previous projects that have similarity/relevance to this project. Include a current reference for each with contact information.

8.3 Description of the Project Team

Provide a list of your proposed Project Team for this assignment, identifying the Team Lead. Indicate each person’s anticipated role/title and their area(s) of expertise relevant to this project, e.g. financial/data analysis, engineering and other experience with solid waste-resource management models/programs. Resumes should be attached.

8.4 Approach/Methodology

Provide an overview (maximum three pages) of your approach/methodology for this project. Be sure to highlight what you believe to be unique and/or added-value attributes.

8.5 Work Plan and Schedule

Provide a work plan that identifies project components and includes anticipated input hours for each applicable team member. Also provide a project schedule in Gantt chart (or similar) format.

8.6 Sustainability Statement

The Priorities Group follows, in principle, the Province's commitment of purchasing goods and services in a manner that is better for our economy, our environment, and our communities. To find out more about this government initiative go to: <http://www.novascotia.ca/tenders/sustainable-procurement.aspx>.

To help the Priorities Group better understand the sustainable attributes for this contract award, the proponent should prepare a brief statement outlining the proponent's commitment to the sustainable prosperity of Nova Scotia (e.g. meeting today's needs without compromising the needs of tomorrow); and describe how the service being proposed will be provided in a sustainable manner (e.g. considering greenhouse gas reduction, waste reduction and any other positive environmental and/or economic impacts).

8.7 Price

Provide a detailed proposed project budget that identifies any and all anticipated costs that the proponent would normally expect to incur during the term of the contract, if its proposal is selected.

Proponents must provide the **Proposal Price** (net of all applicable taxes) and **Total Proposal Price** (including all applicable taxes) for completion of the work. The hourly or daily rates and the hours or days committed must be outlined. The proposal price will be a fixed price for completion of the work described. The hourly or daily rates may be used for any negotiated extension of the work to be performed. A schedule of expected installment payments shall also be included

Note: Divert NS shall hold back 20% of the Proposal Price pending receipt by Priorities Group of a satisfactory FINAL Report.

9.0 Proposal Submission Procedures

9.1 Closing Date

Proposals must be received by **3:00pm Atlantic Standard Time (AST), Tuesday, January 16, 2018**, and may be delivered by email, regular mail, courier or in person to:

Priorities Group
Attention: Stephen Rayworth, Project Manager
Email: srayworth@cjsma.ns.ca
Mail: P.O. Box 549
Amherst, NS B4H 4A1
Courier: c/o Cumberland Joint Services Management Authority
2052 Little Forks Road
Little Forks, NS B0M 1X0

Receipt of a proposal will be acknowledged by email if delivered by email or where an email address has been provided with and/or is visible on the exterior of a sealed proposal submission. Proposals received after the closing date and time will not be considered. It is the sole responsibility of the proponent to ensure any and all email file attachments transmit properly. Proposals received after the closing date and time will not be considered.

9.2 Format

The technical component of a proposal should be submitted in a format that adheres to the numbering as presented in Sections 8.1 through 8.6 inclusive.

The price component of the proposal (response to 8.7) should be a separate file from the technical component and clearly identified as such.

Electronic files should be submitted in PDF or Microsoft Word format and using file names that easily identify the proponent and indicating whether the file contains the technical or price component of the proposal.

9.3 Addenda

Any interpretation or change in the RFP document prior to the closing date will be made by written addendum, which will be numbered, dated and posted to the [Nova Scotia Procurement Services website](#).

These addenda shall become part of the RFP document. It is the responsibility of the proponent to ensure that he/she has received all addenda or other instructions issued by Divert NS on behalf of the Priorities Group during the RFP open period.

9.4 Clarifications

Clarifications requested by a proponent must be submitted to the Project Manager by email (srayworth@cjsma.ns.ca) not less than five (5) business days prior to the RFP closing date. Clarifications requested less than five (5) business days prior to the closing date cannot be guaranteed a response.

Verbal requests for clarification will not be entertained. Significant clarifications will be made in the form of an addendum which will be sent to all known proponents.

9.5 Amendment or Withdrawal of Proposal

Proponents may amend proposals submitted prior to the Closing Date by submitting a new proposal with "Revised" written into the proposal submission. Amended proposals received after the Closing Date will not be considered.

Proponents may withdraw their proposal at any time throughout the RFP process prior to execution of a Service Agreement.

9.6 Ownership of RFP Responses and Access to Information

All documents, including RFP responses, submitted to Divert NS acting as the contracting agent for and on behalf of the Priorities Group, become the property of Divert NS in its capacity as contract agent for and on behalf of the Priorities Group and are potentially subject to disclosure under the Nova Scotia *Freedom of Information and Protection of Privacy Act* or otherwise. By submitting a proposal, the proponent thereby agrees to public disclosure of its content. Any information the proponent considers 'personal information' or 'confidential information' because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration but cannot be guaranteed protection from disclosure.

The Priorities Group maintains the right to make additional copies of all proposals for its internal evaluation process and provide copies to the Evaluation Committee, advisors, or other entities which may support the Evaluation Committee.

The proponent acknowledges that any contract entered into pursuant to this RFP is a public document.

10.0 Proposal Evaluation

10.1 Evaluation Committee

An Evaluation Committee comprised of representatives of the Project Steering Committee, and potentially others, shall evaluate the proposals. To assist in the evaluation of the proposals, the Evaluation Committee may, but is not required to:

- 10.1.1 Conduct reference checks relevant to the proposal with any or all the references cited in a proposal to verify any and all information regarding a proponent, and rely on and consider any relevant information from such cited references in the evaluation of proposals; and/or
- 10.1.2 Conduct any background investigations that it considers necessary in the course of the evaluation process, and consider any relevant information resulting in the evaluation of proposals

10.2 Scoring

The Evaluation Committee shall evaluate all submissions against the following Proposal Evaluation Criteria:

PROPOSAL EVALUATION CRITERIA	Maximum Score
Technical Criteria	
Understanding of the Project Requirements	10
Experience and Capabilities	15
Description of the Project Team	40
Approach/Methodology	60
Work Plan and Schedule	10
Commitment to sustainable prosperity	5
Sub-Total for Technical Component	140
Proposal Price	60
Total Score	200

A minimum qualifying score of **98 (out of 140 points)** is required on the Technical criteria for the proposal to receive further consideration.

For all proposals that achieve or exceed the minimum qualifying score on the Technical criteria, the Proposal Price will then be evaluated as follows:

The proponent who submits the lowest Proposal Price (net of all applicable taxes) will receive the maximum points available for that criteria. All other similarly qualified proponents will receive a rating calculated by dividing their Proposal Price into the lowest Proposal Price and multiplying by the maximum points available.

Example:

Proponent	Price	Calculation	Points
1	\$100,000	Lowest	60 (max)
2	\$140,000	$\$100,000/\$140,000*60$	42.9
3	\$120,000	$\$100,000/\$120,000*60$	50.0

10.3 Notification

The successful proponent shall be notified by email or regular mail of the acceptance of their proposal following completion of the proposal evaluation process.

10.4 Awarding of Contract

The awarding of any contract as a result of this RFP shall be at the sole discretion of the Priorities Group. The Priorities Group reserves the right to direct Divert NS to either award a contract to the most effective proponent as determined by the evaluation criteria or not to make an award if none of the proposals received represents an acceptable level of value and risk in the opinion of the Evaluation Committee.

In the event that the Priorities Group and a successful proponent are unable to finalize and enter into a contract within ten (10) days of Priorities Group notifying the proponent that it was a successful proponent, the Priorities Group shall have the right at its discretion to direct Divert NS to enter into negotiations with the next highest scored proponent for the award of a contract and neither the Priorities Group nor Divert NS shall have no other responsibility to the original successful proponent with whom a contract could not be finalized.

11.0 Liability for Errors

While Divert NS, acting on behalf of and for the Priorities Group, has made efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP, including materials incorporated by reference or made available in connection with this RFP, is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by Divert NS, nor is it necessarily comprehensive or exhaustive.

The Proponent, by submitting a Proposal, agrees that it will not claim damages, including damages incurred by the Proponent in preparing its proposal or for matters relating to any service agreement or in respect to the competitive process, and the Proponent by submitting a proposal, waives any claim for loss of profits if no service agreement is made with the Proponent.

12.0 Reservation of Rights

12.1 The Priorities Group reserves the following rights:

- 12.1.1 To reject any proposal not meeting the requirements outlined in the RFP document;
- 12.1.2 To reject any or all proposals if deemed unsatisfactory;
- 12.1.3 To accept or reject any or all proposals, or to accept any proposal deemed most satisfactory and in the best interests of the Priorities Group, which shall be determined at the sole, unfettered discretion of the Priorities Group;
- 12.1.4 To waive formality, informality or technicality in any proposal of a non-material nature;
- 12.1.5 To direct Divert NS to enter into negotiations with another of the proponents submitting a proposal prior to a final award;
- 12.1.6 The lowest priced proposal, or any proposal, will not necessarily be accepted; and
- 12.1.7 The right to cancel this RFP at any time.

13.0 Disclaimer

This Request for Proposal document does not constitute an offer, nor promise to offer to enter into any business agreement or relationship, nor should any intent to enter into a contract, agreement or relationship be construed. It is a guidance document to assist proponents in preparing proposals to undertake a study on the Efficiency and Effectiveness of the Solid Waste-Resource Management System in Nova Scotia.

This invitation implies no obligation on the Priorities Group to accept any proposal submitted. Neither the Priorities Group nor Divert NS shall be responsible for any costs incurred by proponents in preparing a response to this Request for Proposal document or by participating in this process.

Appendix A - Available Background Information

Suggested resources that can be accessed by proponents or will be made available to the successful proponent include:

- *Landfill Cost Estimate: Development of Second Generation Landfills*, 2003 – ABL Environmental Consultants Limited
- [*Renewal of Nova Scotia's Solid Waste-Resource Management Strategy Consultation Summary Report, 2009*](#)
- *Organizational Review of the Resource Recovery Fund Board*, 2011 (the “Hogg Report”)
- *Fiscal and Economic Impact of the 300 kg/Capita Target on Nova Scotia's Landfills*, 2011 – PHA Consulting Associates
- [*Our Path Forward - Building on the Success of Nova Scotia's Solid Waste-Resource Management Strategy, 2012*](#)
- [*Revising Our Path Forward: A public discussion paper about solid waste regulation in Nova Scotia, 2014*](#)
- [*Municipal Financial Impact Review, 2015*](#), Dillon Consulting
- [*Nova Scotia Solid Waste Regulation Public Discussion - What We Heard, Winter 2015*](#)
- *Analysis of the Financial Impact of Modifications to the RRFB Budget Model*, City of Halifax, <https://www.halifax.ca/council/agendasc/documents/130219ca1132.PDF>

Other Resources

Nova Scotia Datacall

Nova Scotia has been collecting data on its solid waste-resource management system for a number of years. This will be useful in benchmarking Nova Scotia operations.

For each solid waste collection unit (generally a municipality or a region), and for each region, the Datacall software can generate information concerning:

- ✓ Population
- ✓ Points of service / service units – residential
- ✓ Tons of garbage collected
- ✓ Tons of recyclables collected
- ✓ Tons of organics collected
- ✓ Total solid waste collected
- ✓ Costs of collection, “operation” (processing, dumping fees?) for garbage, recyclables and organics
- ✓ ICI tons collected
- ✓ C&D tons collected
- ✓ “Calculated” diversion and actual diversion rates

Statistics Canada Waste Management Data - CANSIM tables 153-0041 to 153-0045.

<http://www5.statcan.gc.ca/cansim/a26?lang=eng&retrLang=eng&id=1530041&pattern=waste+disposal&tabMode=dataTable&srchLan=-1&p1=1&p2=50>

Nova Scotia Municipal Affairs Financial Reports and Financial Indicators.

<https://novascotia.ca/dma/finance/indicators.asp>

Appendix B – Draft Service Agreement

Advisory: This sample draft identifies terms and conditions important to Divert NS, as the contracting agent for and on behalf of Priorities Group, and addresses consulting services. Proponents may anticipate that a final version will resemble this draft in most respects, with modifications as appropriate.

DRAFT CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2018.

BETWEEN:

Divert NS

OF THE FIRST PART

-and-

[Name of Consultant]

OF THE SECOND
PART

WHEREAS Divert NS, as agent for and on behalf of the Nova Scotia Solid Waste-Resource Regional Chairs Committee (the “**Committee**”) and the Municipal-Provincial Priorities Group (“**Priorities Group**”), issued a Request for Proposal identified as RFP No. RRFBO055 (the “**RFP**”) seeking to establish a contract for consulting services for a study to evaluate the efficiency and effectiveness of the solid waste-resource management system in Nova Scotia (the “**Study**”);

AND WHEREAS the Consultant submitted a proposal that was selected as the successful proposal in response to the RFP for the Study (the “**Proposal**”); and

AND WHEREAS Divert NS and the Consultant have reached agreement on the terms and conditions pursuant to which the Consultant will conduct the Study

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereto agree as follows:

ARTICLE ONE - DEFINITIONS

1.1 In this Agreement:

- (a) “Agreement” means this Agreement, all schedules attached hereto and all instruments supplemental hereto or in amendment or confirmation thereof;
- (b) “Committee” means the Nova Scotia Solid Waste-Resource Regional Chairs Committee;

- (c) "Divert NS" means the registered business name of Resource Recovery Fund Board, Inc.
- (d) "Consultant" means [Name of Successful Proponent];
- (e) "Project" means a study to evaluate the efficiency and effectiveness of the solid waste-resource management system in Nova Scotia, which study shall be completed as identified in the RFP;
- (f) "Project Lead" means the person appointed by the Consultant to lead his/her Project Team and act as the primary contact/liaison with the Project Manager and/or the Project Steering Committee;
- (g) "Project Manager" means the person appointed by Priorities Group as the primary contact/liaison with the Project Lead and his/her Project Team;
- (h) "Project Steering Committee" means those persons appointed from among members of the Priorities Group to oversee the Project;
- (i) "Project Team" means those persons appointed by the Consultant to complete the Project;
- (j) "Priorities Group" means the Municipal-Provincial Priorities Group;
- (k) "Proposal" means the proposal to the RFP submitted by the Consultant, a copy of which is attached to this Agreement as Schedule "B";
- (l) "RFP" means this Request for Proposals issued by Divert NS on behalf of the Priorities Group identified as RFP No. RRFBO055 dated December 5, 2017, seeking to establish a contract to conduct the Project, a copy of which is attached to this Agreement as Schedule "A"; and

ARTICLE TWO - DOCUMENTS

- 2.01 The Contract Documents incorporating the complete contract between the parties include this Agreement and any duly executed amendment hereto, the RFP, a copy of which is attached to this Agreement as Schedule "A", and the Proposal, a copy of which is attached to this Agreement at Schedule "B" (and are collectively referred to herein as the "Attachments"). This Agreement shall be interpreted together with and by reference to the Attachments, and words or phrases in one contract document shall have the same meaning as in other Contract Documents unless the context otherwise requires. In the event of a conflict, the provisions of this Agreement shall prevail over those in the Attachments.

ARTICLE THREE - TERM, TIMELINE AND DELIVERABLES

- 3.1 This Agreement shall commence effective [TBD], 2018 and terminate upon completion of the Project or in accordance with the following agreed upon timeline or earlier termination as provided herein:

Deliverable	Target Date
[TBD]	

- 3.2 The Consultant is responsible for achieving key deliverables which include, but may not be limited to:
- (a) Attending a project kick-off meeting with the Project Steering Committee to review and confirm project scope, deliverables and timeline, data and contact resources, budget and other essential project elements;
 - (b) Scheduling/organizing project update meetings between the Project Team and Project Steering Committee;
 - (c) A DRAFT Report and FINAL Report satisfying project deliverables and the timeline as set out in the Consultant's Proposal and which are consistent with the RFP.
- 3.3 The Consultant and Divert NS agree that any adjustment to the project deliverables or timeline proposed above shall require approval by the Priorities Group as represented by the Project Steering Committee.
- 3.4 The Project Team for the performance of the Services shall be as set out in the Consultant's Proposal and defined herein. Any proposed change in personnel of the Project Team shall be confirmed in writing to Divert NS and subject to approval by the Priorities Group as represented by the Project Steering Committee.

ARTICLE FOUR - SCOPE OF WORK

- 4.1 The Consultant shall complete the work outlined in this RFP using the approach and methodology as outlined in the Consultant's Proposal.
- 4.2 The Consultant and the Project Team are not to perform work in excess of or outside the scope of this Agreement without prior written authorization from Divert NS acting for and on behalf of the Priorities Group.

ARTICLE FIVE - PAYMENT

- 5.1 The Consultant shall be paid a total amount of [TBD] (\$ TBD CAD) for the entire Project plus applicable GST/HST as follows:

Deliverable	Target Date	Installment Payment

- 5.2 Divert NS shall make the foregoing payments in Canadian Dollars electronically to the Consultant's bank account in a Canadian banking institution and the Consultant shall provide Divert NS with such banking information as may be required to facilitate such payments.
- 5.3 For greater certainty, the parties hereby agree and acknowledge that the foregoing price shall be inclusive of travel costs and all other costs or expenses incurred by the Consultant of any kind in carrying out the Project. The Consultant shall be responsible for any and all taxes applicable to its business, including remittance of GST/HST amounts due to Canada Revenue Agency as a result of entering into this Agreement.
- 5.4 The Consultant agrees that the final installment payment, identified in 5.01 above, is not required to be paid until the Consultant has delivered the Final Report in a form satisfactory to Divert NS and the Priorities Group in its sole and unfettered opinion. Otherwise, Divert NS has final authority and approval on all payments. Determination of whether a payment milestone has been met shall be determined solely by Divert NS, acting reasonably and considering the RFP, the Proposal, the terms of this Agreement and the overall quality and timeliness of the deliverables. Each installment payment shall be assessed separately from any other installment such that payment of one installment payment shall not mandate payment of any other installment payment. If at any time the deliverables are not deemed satisfactory by Divert NS, acting reasonably and in its sole discretion, Divert NS may:
- (a) Withhold payment until such time as the deliverables are deemed satisfactory by Divert NS, acting reasonably;
 - (b) Make a partial payment to the Consultant and withhold such other amounts in accordance with this section; or
 - (c) Terminate this Agreement in accordance with Section 9.01 hereof.

ARTICLE SIX - OWNERSHIP OF PROJECT OUTPUTS AND CONFIDENTIALITY

- 6.1 It is agreed by the Parties that the ownership of the copyright in all reports, resources and other documents prepared, and any data collected, by the Consultant pursuant to this Agreement (the "**Work Product**") is vested in the Committee, whether the Services are fully completed or not. The Consultant hereby transfers, assigns and quit claims all right, title and interest, including but not limited to all patent, trade-mark, copyright, design right, trade secrets and other intellectual property of any nature or kind whatsoever in the Work Product.

The Consultant represents and warrants that all moral rights and other residual rights in the Work Product have been waived in writing, in favour of the Committee.

6.2 The Consultant shall comply with the following provisions on confidentiality:

- (a) "**Confidential Information**" for the purposes of this Agreement shall mean all tangible and intangible confidential and proprietary information (whether or not patentable or copyrightable), owned or possessed by Divert NS, or any member of the Committee or Priorities Group including without limitation, each of its affiliates, subsidiaries and service providers, and the business/customer information, business practices, data processes, computer or software products or programs and all related documentation, cost and pricing data, know-how, marketing or business plans, analytical methods and procedures, hardware design, technology, financial information, customer information or personnel or customer data, in each case that is disclosed to the Consultant or to which the Consultant gains access in connection with this providing the services under this Agreement, including information that may have been disclosed to the Consultant prior to the execution of this Agreement in connection with the provision of services, provided that Confidential Information shall not include:
 - i. Information that is or becomes publicly available other than by a breach of this Agreement by the Consultant;
 - ii. Information that is disclosed to the Consultant by any third party which the Consultant reasonably believes was entitled to disclose it to the Consultant; and
 - iii. Information that is known to the Consultant prior to the date of this Agreement independently of information disclosed by Divert NS, the Committee or Priorities Group, or that the Consultant develops independently without use of the Confidential Information.
- (b) The Consultant agrees to review, evaluate and use the Confidential Information for the sole purpose of providing the services.
- (c) The Consultant agrees to take reasonable measures to keep confidential the Confidential Information and shall at a minimum use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and not to disclose the Confidential Information in any manner whatsoever, in whole or in part, except that the Consultant may disclose such Confidential Information only to (i) its agents and personnel of the Consultant who have a need to know such information solely for the performance of the Services and provided that the agents and personnel of the Consultant are obligated to deal with such Confidential Information in a manner consistent with this Agreement; or (ii) to a third party with the consent of the Divert NS. The Consultant will advise its personnel having access to the Confidential Information of its obligations and will be responsible for any breach of this Agreement by its personnel.
- (d) Notwithstanding anything to the contrary in this Agreement, the Consultant may disclose Confidential Information as may be required by law, statute, rule or regulation, including any subpoena or other similar form of process. The Consultant will provide Divert NS with prompt notice of any request to disclose Confidential Information (so long as such notice is not

prohibited by law), so that Divert NS may object to the request and/or seek an appropriate protective order. It is understood and agreed any objection by Divert NS to such a request shall not affect the Consultant's obligation to produce materials called for by appropriate legal process.

- (e) At the conclusion of the Services, the Consultant shall return to Divert NS all Confidential Information, or at Divert NS's option represent in writing to Divert NS that all such Confidential Information has been destroyed.

- (f) Each party recognizes the confidential and proprietary nature of the Confidential Information and acknowledges that in the event of a breach of the confidentiality provisions of this Agreement Divert NS will suffer irreparable harm. Accordingly, Divert NS shall be entitled to seek preliminary and permanent injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or equity.

- (g) The Consultant acknowledges that Divert NS has entered this Agreement on behalf of the Committee and Priorities Group and the Consultant's obligations to maintain confidentiality shall be for the benefit of Divert NS and any member of the Committee or Priorities Group who has disclosed Confidentiality Information to the Consultant for purposes of performing the services in this Agreement.

ARTICLE SEVEN - INSURANCE

- 7.01 The Consultant undertakes and agrees to maintain adequate professional liability insurance with such limits as would a prudent professional in the Consultant's profession. The Consultant shall provide to Divert NS upon request a certificate from its insurer demonstrating that insurance coverage detailed in this Article is in effect.

ARTICLE EIGHT - REPRESENTATIONS AND WARRANTIES

- 8.1 The Consultant has the knowledge, skills, resources, experience and technical know-how required to complete the Project.

- 8.2 The Consultant is not and shall not be in a conflict of interest as specified in the RFP.

- 8.3 The Consultant hereby warrants and represents to Divert NS the originality of the items prepared for or submitted to Divert NS under this Agreement, and further warrants and represents that no portion of such items, or their use or distribution, violates or is protected by any copyright, trademark or patent or similar right of any third party.

ARTICLE NINE - DEFAULT AND TERMINATION

- 9.1 In the event that the Consultant shall be in default of any of the terms and conditions of this Agreement, including the fulfillment of any agreed upon timelines for deliverables, it shall have forty-eight (48) hours, after receipt of a written notice from Divert NS of the particulars of a default, within which to remedy any such default and to provide evidence thereof to Divert NS. If any such default is not cured within that time then Divert NS shall have the right to elect to terminate this Agreement without prejudice to any other remedies which may be available to Divert NS.

- 9.2 In the event that any of the real property, goods and chattels of the Consultant are at any time seized in execution or attachment by any creditor of the Consultant or the Consultant shall make an assignment for the benefit of creditors or any bulk sale or become bankrupt or insolvent or take the benefit of any legislation now or hereafter in force for bankruptcy or insolvent debtors, or any order shall be made for the winding-up of the Consultant, appointment by private or judicial means of a Receiver respecting the Consultant's property or an order terminating corporate existence of the Consultant, then in any such case, Divert NS shall be entitled to immediately terminate this Agreement without prejudice to any other remedies which may be available to Divert NS.
- 9.3 Notwithstanding anything contained in this Agreement, the parties may, at any time prior to the completion of the services or deliverables, by mutual written consent, terminate the Agreement as regards all or any part of the services or work not completed.
- 9.4 In the event this Agreement is terminated; the liability of Divert NS is limited to product actually delivered and accepted up to the termination date and specific work actually conducted prior to the delivery of the notice of termination. In no event shall Divert NS be liable under or in connection with this Agreement for any loss of profit, loss of business opportunity, consequential or indirect damages, exemplary or punitive damages, whether or not the possibility of such loss or damages was disclosed to or could have reasonably been foreseen by such party.

ARTICLE TEN - WAIVER

- 10.01 No covenant or condition of this agreement may be waived except by the written consent of Divert NS, and forbearance or indulgence by Divert NS in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the Consultant and until complete performance by the Consultant of the covenant or condition, Divert NS shall be entitled to invoke any remedy available to Divert NS under this agreement or by law, despite the forbearance or indulgence.

ARTICLE ELEVEN - INDEPENDENT CONSULTANT

- 11.01 The Consultant and Divert NS acknowledge and confirm that, in entering into this Agreement, they are doing so as independent contractors, and without restriction, nothing herein or otherwise shall constitute the parties as principal, agent, subcontractors, joint venturers or partners. Neither Party shall have the right to bind the other to any agreement with a person or to incur any obligation or liabilities on behalf of the other Party.

ARTICLE TWELVE - INDEMNIFICATION

- 12.01 The Consultant shall indemnify and save harmless Divert NS, its affiliates, directors, officers, consultants, agents, employees and all members of the Committee or Priorities Group from and against any and all actions, causes of action, suits, claims, demands, costs, losses and expenses resulting from loss, expense, injury, death or damage respecting any person, which may be brought against or incurred or suffered by Divert NS, its affiliates, directors, officers, consultants, agents or employees or which Divert NS its affiliates, directors, officers, consultants, agents or employees may sustain, pay or incur by reason of, or which may be

attributable to or arise out of, any act or omission of the Consultant or its affiliates, subsidiaries, directors, officers, consultants, agents, Consultants or employees in respect of the Consultant's obligations or duties hereunder. For greater certainty, the obligations of the Consultant to so indemnify shall continue notwithstanding the expiry or termination of this Agreement.

ARTICLE THIRTEEN - ASSIGNMENT

13.1 This Agreement, or any portion thereof, may not be assigned by the Consultant without first having the written consent of Divert NS. For the purpose of this sub-paragraph, an assignment includes:

- (a) Any arrangement that results in a change in control of the Consultant for any purpose where control means: (i) the right to exercise a majority of the votes which may be put at a general meeting of a corporation; and, (ii) the right to elect or appoint directly or indirectly a majority of the directors of a corporation or other persons who have the right to manage or supervise the management of the affairs and business of the corporation; and
- (b) Any arrangement by the Consultant to sub-contract any portion of the terms or services which are the subject matter of this Agreement.

ARTICLE FOURTEEN - ENTIRE AGREEMENT

14.01 This Agreement contains the entire understandings between the parties hereto and supersedes any prior understandings and agreements between them respecting the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written between the parties hereto which are not fully expressed herein. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of all parties to this Agreement.

ARTICLE FIFTEEN - ENUREMENT

15.01 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, administrators and assigns. Additionally, the Consultant acknowledges that the terms of this Agreement shall be of the benefit of each member of the Committee and Priorities Group, which such members shall for purposes of enforcing any of the terms of this Agreement, be deemed to have privacy of contract with the Consultant.

ARTICLE SIXTEEN - SEVERABILITY

16.01 It is intended that each provision of this Agreement shall be viewed as separate and divisible, and in the event that any provision shall be held to be invalid, the remaining provisions shall continue to be in full force and effect.

ARTICLE SEVENTEEN - NOTICE

17.1 Any written notice or communication to be given by any party to the other shall be

deemed to be duly given when served upon such party or sent by registered mail to such party addressed as follows:

To: Divert NS
To: [Name of Consultant]

- 17.2 Any notice or communication served hereunder by registered mail shall, except for delays caused by interruption of postal service through strikes or lockouts, be deemed delivered on the third business day following mailing.
- 17.3 Any party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the date of giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

ARTICLE EIGHTEEN - TIME OF ESSENCE

- 18.01 Time shall be of the essence of this Agreement.

ARTICLE NINETEEN - GOVERNING LAW

- 19.01 This Agreement shall be construed in accordance with and governed by the laws of the Province of Nova Scotia.

ARTICLE TWENTY - ARBITRATION

- 20.01 In the event of a dispute between the parties to this Agreement as to the interpretation, application or administration of this Agreement, such dispute shall be settled by appointment of a single Arbitrator pursuant to and in accordance with the provisions of the *Commercial Arbitration Act* (Nova Scotia). Pending settlement of any dispute the Consultant shall continue diligently to perform the services provided for herein, failing which the Consultant shall be liable for all damages to Divert NS as a result thereof, and, in addition to any other right, Divert NS shall have the right to retain the services of any other party to provide such services as it may require in its sole discretion, shall not credit the Consultant for services not provided and delivered by the Consultant in accordance with this Agreement, and may deduct from or set off against amounts payable to the Consultant any additional cost reasonably incurred in so doing.

ARTICLE TWENTY-ONE - COUNTERPART

- 21.01 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. A copy of a signed counterpart may be delivered by fax, PDF email or other electronic means which shows a reproduction of the signature and such shall be considered complete delivery and shall be deemed to be a signed original.

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

SIGNED, SEALED AND DELIVERED
in the presence of

Witness



RESOURCE RECOVERY FUND BOARD,
INC., operating as DIVERT NS

Per: _____

Jeff MacCallum
Chief Executive Officer

SIGNED, SEALED AND DELIVERED
in the presence of

Witness



NAME OF CONSULTANT

John Doe
Partner

Schedule "A"
Statement of Work

Schedule "B"
Proposal