



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

For

LANDFILL CONCRETE CRUSHING SERVICES

RDOS-21-PW-02

March 5th, 2021

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
LANDFILL CONCRETE CRUSHING SERVICES

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REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
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1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan-Similkameen (RDOS) administers the Okanagan Falls and Campbell Mountain (Penticton) Landfill Sites. The Regional District accepts and stockpiles comingled CONCRETE materials. The majority of the current stockpile materials is compliant with the CONCRETE specifications, there are also components of asphalt, ceramics, bricks, plaster, cement board, masonry, rocks and CONCRETE BULKY.

CONCRETE means a construction material that consists of cement, aggregate (generally gravel and sand) and water. CONCRETE must not contain ASBESTOS, large amounts of metal protruding (greater than 15 cm) nor measure greater than 1 m. in any dimension. CONCRETE also includes ASPHALT, CERAMICS, bricks, plaster & stucco (no wire), cement board, MASONRY and ROCKS not greater than 40 cm in diameter.

CONCRETE BULKY means CONCRETE measuring greater than 1 m. in any dimension and/or where large amounts of metal are protruding greater than 15 cm, and including ROCKS greater than 40 cm in diameter.

Current stockpiles volumes are in excess of the utilization rates for structural improvements to the Landfills. In order to enhance the operational utility of the CONCRETE it is desirable to reduce the material to an aggregate material. Through this Request for Proposals (RFP) the Regional District is seeking a qualified Contractor to effectively crush CONCRETE and associated materials into a specified aggregate material.

- Campbell Mountain Landfill (Penticton) - 1765 Reservoir Rd.
- Okanagan Falls Landfill - 3751 Allendale Lake Rd.

1.2. BACKGROUND

The Regional District has established stockpile areas for CONCRETE and other bulky materials in the Landfills, in the past these materials have been utilized as an effective base for the construction of roads, tiers and tipping areas. Current volumes of CONCRETE received at Campbell Mountain and Okanagan Falls are in excess of the volumes utilizable for landfill construction. In the past the Regional District has had relatively small volumes of CONCRETE crushed into aggregate and found when reduced to aggregate, CONCRETE materials are much more versatile for landfill operational purposes.

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure their Proposal is received at the address or email set out below by the Closing Time. If submitting by hardcopy, please enclose three (3) hard copies and an electronic copy on a memory stick. The Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the RFP program title, and be addressed to the following:

**Andrew Reeder, Manager of Operations
Public Works Department
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9**

AND/OR

info@rdos.bc.ca attention J. Johnson

Proposals must be received on or before the **Closing Time** of:

TIME: 2:00 PM local time
DATE: Thursday, April 1st, 2021

Proposals will not be opened publicly. The Proponent accepts all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District's mail system.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by fax, email or hard copy.

Fax: 250.492.0063 Attention: J. Johnson
Email: info@rdos.bc.ca attention J. Johnson

**Hard copy: J. Johnson
Public Works Department
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9**

It is the Proponent's sole responsibility to ensure their revisions were received, at the fax, e-mail or address set out above, prior to the Closing Time. Proposals received after the Closing Time will not be considered or evaluated.

2.2. INQUIRIES

All inquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses providing new information will be recorded and distributed through an addendum. Any questions regarding this RFP must be submitted at least five (5) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Don Hamilton
(250) 492-2913
dhamilton@rdos.bc.ca

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Regional District Directors or Staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum. The Regional District shall not be responsible for Proponents adjusting their Proposals based only on oral instructions by any representative of the Regional District.

2.3. SITE MEETING or PRE-PROPOSAL MEETING

Interested proponents are invited to inspect all Sites at their convenience.

3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. DEFINITIONS

“Addenda” means all additional information regarding this RFP including amendments to the RFP;

“Agreement” or **“Contract”** means a contract that is issued to formalize the Work with the successful Proponent based on the proposal submitted and incorporate by reference the Request for Proposal, any addenda issued, the Proponent’s response and acceptance by the Regional District.;

“Contractor” means the person(s), firm(s) or corporation(s) appointed by the Regional District to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal.;

“must” or **“mandatory”** or **“shall”** means a requirement that must be met;

“Proponent” means the responder to this RFP with the legal capacity to contract;

“Proposal” means a written response to the RFP that is submitted by a Proponent;

“Regional District” means the Regional District of Okanagan-Similkameen;

“Request for Proposals” or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District;

“Services” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP;

“Sites” means all locations in which the work is expected to be performed;

“should” or **“may”** means a requirement having a significant degree of importance to the objectives of the RFP but is not a mandatory requirement;

“Work” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

3.2. ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

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

3.3. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.4. PROPOSAL EVALUATION

The Regional District recognizes that “Best Value” is the essential part of purchasing a product and/or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District’s interests, as determined by the Regional District, over a Proposal with a lower price.

Schedule ‘B’ contains the information regarding how Proposals will be evaluated.

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

3.5. PROPOSAL PRESENTATION

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

3.6. PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 60 days after the closing date.

3.7. NO CONTRACT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract.

3.8. NO OBLIGATION TO PROCEED

The Regional District fully intends at this time to proceed with the proposed project, however the Regional District is under no obligation to proceed to award of the Contract. The receipt by the Regional District of any information (including submissions, ideas, plans, drawings, models or other materials communicated or exhibited) by any intended proponent, or on its' behalf, shall not impose any obligations on the Regional District.

There is no guarantee by the Regional District that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a Contract with the Regional District for the purchase of the equipment, service, or project.

3.9. NEGOTIATION WITH PREFERRED PROPONENT

The Proponent that submits the most advantageous Proposal may be awarded the Contract. The Regional; District reserves the right to accept or reject all or parts of the Proposal, however, the Regional District is not precluded from negotiating with the preferred Proponent to modify its Proposal to best suit the needs of the Regional District.

The Regional District will enter into negotiations with a preferred Proponent to finalize any scope changes necessary to implement the project, as generally described in this RFP. If the Regional District considers that it is unlikely to settle such agreements with the preferred Proponent despite having negotiated with the preferred Proponent, the Regional District is entitled to cease negotiations with the preferred Proponent and to begin negotiations with another Proponent.

3.10. ACCEPTANCE OF PROPOSAL

Following acceptance of the Proposal, the agreement that the successful Proponent will be expected to execute with the Regional District, will contain terms similar to those provided in Schedule 'C'.

The expected attachments to the agreement will include the Request for Proposals and the Proponents Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.11. LIABILITY FOR ERRORS

While the Regional District has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it comprehensive or exhaustive.

Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Scope of Work.

3.12. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

3.13. CONFLICT OF INTEREST

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

3.14. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof.

There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project. The Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.15. NOT AN EMPLOYEE

The successful Proponent will acknowledge and agree that neither the Proponent nor any person employed by or associated with the successful Proponent in the performance of the services or otherwise, is an employee of, or has an employment relationship of any kind with the Regional District or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from the Regional District under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, whether under the *Employment Standards Act* of British Columbia (as amended from time to time), the *Workers*

Compensation Act of British Columbia (as amended from time to time), the *Employment Insurance Act* of Canada (as amended from time to time), health pay contributions or otherwise.

3.16. LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

4. GENERAL PROPOSAL CONTENT

Content to be included in the Proposal at minimum includes:

4.1. PROPONENT INFORMATION

- **COMPANY INFORMATION**: Full name, address, email and telephone number of the submitting office of the Proponent and where applicable, the name, address, email and telephone number of any branch office, affiliate or subcontractors that will be involved in the project.
- **PROJECT SUPERINTENDENT**: The Proposal shall identify the proposed project superintendent who will be the single point of contact, responsible for direct interaction with the Regional District. State his/ her position and credentials. Describe the work to be performed by the project superintendent, his/ her qualifications and substantive experience directly related to the proposed Work as per the Project Scope and Safety Requirements.
- **PROPOSED PROJECT PERSONNEL**: The Proposal shall list individuals who will have major responsibilities for the performance of the Work. Describe the Work to be performed by each listed individual and their qualifications in terms of certification and substantive experience directly related to the proposed project as per the Project Scope.

The Proposal should include the following endorsement:

“Identified Project Personnel members shall only be replaced with written approval of the Regional District.”

- **REFERENCES**: The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.

4.2. SUB-CONTRACTORS

The Proposal shall include the company name of all subcontractors proposed to be used in the performance of the Work with a description of the work they would be performing.

The subcontractors listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of subcontractors prior to acceptance of the Proposal.

4.3. METHODOLOGY

The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, and budget to ensure quality control. The methodology must discuss how the tasks listed in 6. **PROJECT SCOPE OF WORK** will be completed in accordance with environmental and safety regulations. The Proponent should identify any specialized equipment and what services or interaction is required from the/with the Regional District.

4.4. SAFETY REQUIREMENTS

During completion of the work:

- a) The Contractor must maintain a Work Place/Job Site that is in compliance with all requirements of the *Workers Compensation Act [RSBC 1996]* and the *Occupational Health and Safety Regulation*. The Contractor is required to meet or exceed at all times, the requirements as detailed in their Corporate Health and Safety Plan.
- b) Silica dust can cause silicosis, a serious and irreversible lung disease and can also cause lung cancer. Cutting, breaking, crushing, drilling, grinding, or blasting concrete or stone releases the dust. As workers breathe in the dust the silica settles in their lungs (WORKSAFE BC).

Prior to initiating the Crushing Process the Contractor shall provide Safe Work Procedures for dealing with silica dust including an adequate means of dust suppression and suitable equipment cab enclosures or PPE so as to reduce the inhalation of airborne silica particulate. If the Regional District deems dust suppression to be inadequate the Contractor shall cease operations until such time as conditions or dust suppression is adequate.

- c) Qualified Proponents must provide the Regional District with a Safety Plan. The Safety Plan must include at a minimum all measures ensuring all guards, screens, warning signs, barricades and any other safety works are in place to protect their own employees, landfill customers, staff and other operations staff from debris, dust and equipment operation.
- d) The Successful Proponent shall be designated Principal Contractor for the Work and designated Work Area of the Site and agree to perform all the duties and responsibilities of the Principal Contractor as set out in the most current edition of the Workers' Compensation Board, Occupational Health and Safety Regulation including amendments.

4.5. WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-contractors, shall provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with WorkSafe BC.

4.6. PROPOSAL CONTENT & INNOVATION

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purpose

5. TERM AND FINANCIAL CONSIDERATIONS

5.1. TERM

Should the Regional District choose to enter into a Service Contract the effective term of the Contract will be for a 3 (three) year period from the date of commencement. Both parties shall have the option to extend the Contract for a further period up to a maximum of two (2) years, if mutually agreeable. For the two-year extension period the Contractor and the Regional District may renegotiate unit rates of services rendered.

5.2. CONSUMER PRICE INDEX ADJUSTMENT

The Regional District shall pay the Contractor in Canadian funds for the performance of the Contract in accordance with the amounts stipulated in the Proposal Submission. Annually on the anniversary of Contract commencement the prices shall be increased by the percentage amount obtained by multiplying such amounts by the percentage change in the All-Items Consumer Price Index for BC published by Statistics Canada for the immediately preceding 12-month, the percentage increase shall not exceed three percent (3%).

If this CPI index is not immediately available on the Contract commencement date, the Contract Price from the previous year shall continue to apply and the Contract Price shall then be adjusted, if necessary, after the CPI index becomes available.

6. PROJECT SCOPE OF WORK

While the Regional District has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is given solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive.

The Contractor Prices in **SCHEDULE 'A' PRICE** shall include all labour, equipment, materials, fuels, licenses and permits, insurances, Safety Plans, security and all things necessary to perform the work of the contract at the Proposal prices for the full term of the awarded Contract. The Contractor's mobilization, demobilization, pre-processing of material as required prior and preparation of crushing and stockpile areas prior to the commencement of crushing shall be included in the unit prices listed in the Proposal. There shall be no additional payment.

The Regional District has a limited budget allocation for this work therefore it is advantageous for the Contractor to devise a crushing strategy that generates the greatest volume of material that meets specification at the lowest price.

6.1. AGGREGATE SPECIFICATION AND MEASUREMENT

- a) It is the Regional District's preference that the Contractor crush the CONCRETE to a 3-inch minus specification however Schedule 'A' requests additional aggregate size prices for comparative price purposes. The Regional District may decide whether to crush all or a portion of the stockpile to the most economical size. The Contractor will be compensated on a per m³ basis of crushed aggregate materials.
- b) Finished product measurement will be based upon the capacity in m³ of the haul unit (loader bucket, rock truck, etc.). A designated location within 100 m of the CONCRETE stockpile for the crushed aggregate material will be established. Prior to commencement of the Work the haul unit volume capacity shall be measured and mutually agreed upon between the Contractor and the Regional District.
- c) A mutually agreed upon container count verification system shall be arranged between Contractor and the Regional District (e.g. Load Count Sheets). The total volume of hauled material shall be the basis of payment at the proposed unit prices.

6.2. CONTAMINATES

Deposit of contaminants in CONCRETE stockpile areas by haulers results in penalties and operations staff attempts to remove contaminants however, it is anticipated that some non-compliant materials will be present in current stockpiles. The Contractor will not be compensated to remove contaminants, nor shall the Regional District be subject to any damages that may result due to contaminants. Any contaminants found in the CONCRETE stockpile area are to be set aside in a pile for removal by others. During the crushing process the contractor is to separate and stockpile metal materials for removal by others.

6.3. HOURS OF WORK AND SITE SECURITY

The Regional District is cognizant of its responsibility to adjoining properties with regard to noise, dust and general nuisance resulting from various landfill operations. Access to each site during non-operating hours of the landfill may be arranged with the Regional District's Representative in accordance with applicable bylaws regulating the landfill operation. The Regional District is not responsible for any losses or damages to equipment incurred on site during or after hours of operation.

6.4. DOCUMENTS AND RECORDS

Proponent must include where applicable all examples of; Manifests, Chain of Custody, Unit or Load Count Verification Slips, Proof of Disposal, Product Analysis and all other relevant documentation.

6.5. SITE SERVICES

The Regional District is not committed to the provision of any site services (power, telephone, water or sewer). The Contractor is responsible for making arrangements for required site services, either with the Regional District or outside agencies.

SCHEDULE 'A'

SCHEDULE OF PRICES

The Contractors' Prices are to include all labour, equipment, materials, supervision and all else necessary for the proper execution of the Work, as described in this RFP and in the Agreement.

The Contractors' Prices shall include all applicable taxes, including but not limited to sales tax, custom duties and all other taxes on labour, services and equipment, save and except only the Federal Goods and Service Tax (GST) and sufficient amounts to cover the cost of work and materials not listed explicitly in the RFP, but included in the specifications and scope of work either by direct mention or by implication.

1) 3" minus Crushed concrete aggregate per m3 \$_____

2) If there is per m3 difference for more coarse aggregate (> 3" minus) please provide

Size _____ \$_____m3

Size _____ \$_____m3

Size _____ \$_____m3

3) Price per m3 if aggregate is loaded and hauled to stockpile area by others \$_____m3

Force Account Rates				
Equipment				
Equipment Description	Model / Year	Cab HVAC (Y/N) NA	Hourly Rate	Overtime Hourly Rate

SCHEDULE "B"

EVALUATION MATRIX

Proponent's Name: _____ Project Title: LANDFILL CONCRETE CRUSHING SERVICES Evaluation Date: _____ Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Rates provided		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (15-30 points)	Qualifications of firm and project team members	3	
	Experience of firm and project team members	3	
	Past Performance / References	10	
	Resources	10	
Proposal (30-50 points)	Scope	5	
	Methodology	10	
	Environmental Performance	10	
	Scheduling	5	
	Project Team - Level of Effort & Capacity	2	
	Clarity of Proposal	2	
Price (20-50 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (30% weight)	40	
Total Score	Proponent + Proposal + Price Scores	100	

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least two staff members.
2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form

Proponent Evaluation

- (i) **Qualifications of Firm and Project Team Members**
Are the firm and project team members specialized and qualified in the nature of the project work?
- (ii) **Experience of Firm and Project Team Members**
Has the firm completed similar projects during the last three years? Do the assigned project team members have experience with similar projects?
- (iii) **Past Performance**
Is the firm's record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the firm consistently complete assignments on time and within budget?
- (iv) **Resources**
Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

Proposal Evaluation

- (i) **Scope**
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?
- (ii) **Methodology**
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?
- (iii) **Environmental Performance**
What is the environmental burden and unit cost of a product or service, from its design through to production and then final disposal?
- (iv) **Scheduling**
Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference)? Are problems or delays accounted for? Is timing realistic for the project?
- (v) **Project Team**
Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?
- (vi) **Clarity of Proposal**
Is the Proposal clear, concise, and logical?

Price Evaluation

- (i) **Total Price**
4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.

CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 202_.

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
101 Martin Street
Penticton, British Columbia, V2A 5J9

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

NAME
ADDRESS
ADDRESS

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the RDOS issued the Request for Proposals for _____ the ("RFP"); dated _____ ;

AND WHEREAS the Contractor submitted a Proposal in response to the RFP (the "Contractor's Proposal") dated _____ , _____ .

AND WHEREAS the RDOS and the Contractor wish to set out clearly their mutual rights and obligations;

NOW THEREFORE, in consideration of the covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties covenant and agree with each other as follows:

Article 1 CONTRACT DOCUMENTS

- 1.1** The following documents, together with this Contract Agreement, shall constitute the Contract:
 - 1) Request for Proposals (RFP)
 - 2) Proposal Submission
 - 3) Contract Forms:
 - Certificate of Insurance
 - WCB Clearance Letter

- 1.2** In the event of any conflict between Contract Documents, this Contract Agreement shall take priority and the other listed documents shall have priority as listed in Article 1.1.

Article 2 Term

- 2.1 The parties hereto agree that the Term of this Contracting Services Agreement is for a three (3) year term commencing on _____, ____ to _____, _____. Both parties shall have the option to extend the Contract for a further period of up to 2 (two) years, if mutually agreeable. For the two-year extension period the Contractor and the Regional District may renegotiate unit rates of any services rendered.

Article 3 Contractor's Duties

- 3.1 The Contractor shall provide to the Regional District all services as set out in the Request for Proposals, the Contractor's Proposal, clarifications to the Proposal and Contract Forms: Certificate of Insurance – Standard Certificate Form and WCB Coverage, which form part of this agreement.
- 3.2 In performing the Services under this Agreement, the Contractor shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional standards applicable to the performance of such work at the time and place the work are performed.
- 3.3 The Contractor will coordinate with an assigned representative of the Regional District prior to starting the work and will meet at least annually with the Regional District, or as required, to review the work and components of health and safety.

Article 4 Fees and Disbursements

- 4.1 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Contractor to the Regional District, and shall be delivered to the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 4.2 The Contractor shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.
- 4.3 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Contractor from the Regional District or the Contractor shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.
- 4.4 The Regional District may request the Contractor to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.
- 4.5 Costs which have not been identified by the Contractor in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Contractor for cost overruns that have not been the subject of prior notice and approval by the Regional District.

- 4.6 Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.
- 4.7 The Regional District shall pay the Contractor in Canadian funds for the performance of the Contract in accordance with the amounts stipulated in the Proposal Submission. Annually on the anniversary of Contract commencement the prices shall be increased by the amount obtained by multiplying such amounts by the percentage change in the All-Items Consumer Price Index for BC published by Statistics Canada for the immediately preceding 12-month period, the percentage increase shall not exceed three percent (3%).

If this CPI index is not immediately available on the Contract commencement date, the Contract Price from the previous year shall continue to apply and the Contract Price shall then be adjusted, if necessary, after the CPI index becomes available.

Article 5 Special Tools and Equipment

- 5.1 All necessary special tools, equipment and other things shall be acquired by the Contractor solely at the Contractor's cost and shall be the property of the Contractor unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.
- 5.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Contractor or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Contractor.

Article 6 Termination and Suspension

By the Regional District:

- 6.1 If the Contractor is in default in the performance of any of his material obligations set forth in this agreement, then the Regional District may, by written notice to the Contractor, require such default to be remedied.
- If, within thirty (30) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the services rendered and disbursements incurred by the Contractor and remaining unpaid as of the effective date of the termination.
- 6.2 If the Regional District decides for any reason not to proceed with the Work, the Regional District may terminate this agreement by giving thirty (30) days prior written notice to the Contractor. Upon receipt of such written notice, the Contractor shall perform no further services other than those reasonably necessary to close out the project.

In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

By the Contractor:

- 6.3 If the Regional District is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Contractor may, by written notice to the Regional District, require such default to be corrected.

If, within thirty (30) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Contractor may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Contractor shall be paid by the Regional District for all services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

- 6.4 If the Contractor's services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Contractor, then the Contractor shall have the right at any time until such suspension is lifted by the Regional District, to terminate this agreement upon giving written notice thereof to the Regional District.

In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension.

Article 7 Compliance With Laws

- 7.1 The Contractor shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Contractor shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.
- 7.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

Article 8 Insurance

- 8.1 The Contractor shall maintain in full force and effect with insurers licensed in the Province of British Columbia, all insurance as outlined on the attached **Certificate of Insurance – Standard Certificate Form** as provided by the Regional District. This form must be completed by the Contractor's insurance broker and returned to the Regional District.:
- 8.2 General liability insurance must be obtained on an occurrence basis for the Contractor with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage. Detailed coverage is to be as specified on the provided **Certificate of Insurance – Standard Certificate Form**.
- 8.3 The Contractor shall provide, maintain, and pay for insurance on Equipment rented or owned by the Contractor to its full insurable value. Detailed coverage is to be as specified on the provided

Certificate of Insurance - Standard Certificate Form.

- 8.4 The Contractor shall provide, maintain, and pay for Automobile Liability insurance on owned or on leased vehicle(s) with a minimum of \$5,000,000 on Personal Injury & Property Damage. Detailed coverage is to be as specified on the provided **Certificate of Insurance - Standard Certificate Form**.
- 8.5 All Contractor shall at all times indemnify and hold harmless the Regional District, and the Regional District elected and appointed officials, officers, employees and agents from and against all liabilities, losses, costs, damages, reasonable legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, whether arising directly or indirectly from death, personal or bodily injury, sickness, disease, property loss, property damage or other loss or damage which may result from or be connected with the performance of this Agreement, including any breach or default of this Agreement by the Contractor or its employee.

Article 9 Arbitration

- 9.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Contractor, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the Commercial Arbitration Act shall apply.
- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Contractor.

Article 10 Independent Contractor

- 10.1 Nothing in this agreement or the Contractor's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Contractor shall act solely as an independent contractor and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

Article 11 Waiver

- 11.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

Article 12 Records and Audit

- 12.1 The Contractor shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional District may request in advance and in writing.
- 12.2 The Contractor shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Contractor relating to the Project at all reasonable business hours in the offices of the Contractor unless otherwise agreed in writing by the parties.

12.3 With each invoice submitted the Contractor will submit to the Regional District:

- Reports see (RFP **DOCUMENTS AND RECORDS**)
- Estimate of all fossil fuel consumption, including all subcontractors, for all equipment used.

Article 13 Successors and Assigns

13.1 This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns.

13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

Article 14 Corporate Standing

14.1 The Contractor, if incorporated, is required to be in compliance with the *Business Corporations Act – BC Laws*. If incorporated, the RDOS will request a Certificate of Good Standing from the BC Corporate Registry.

Article 15 Written Notice

15.1 If either party desires to give notice to the other party, under or in connection with the Contract, such notice will be effectively given upon actual service or three days after being sent by registered mail to the:

REGIONAL DISTRICT at:

Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9

Attention: _____

Phone 250-490-4103

Fax: 250-492-0063

E-mail: info@rdos.bc.ca

CONTRACTOR at:

Attention: _____

Phone: _____

E-mail: _____

Article 16 **Entire Agreement**

- 16.1 This agreement constitutes the sole and entire agreement between the Regional District and the Contractor relating to the Project and supersedes all prior agreements and communications between them whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties whether expressed or implied shall form a part hereof.
- 16.2 The Contractor, by signing this agreement, is agreeing in writing to be the Prime Contractor for the Work and designated Work Area of the Site and agrees to perform all the duties and responsibilities of the Prime Contractor as set out in the most current edition of the Workers' Compensation Board, Occupational Health and Safety Regulation including amendments and the duties and responsibilities normally required of a Contractor by the Workers' Compensation Board. The Contractor shall be responsible for the securing the designated work area from the public, RDOS and other contractors on site (when working).
- 16.3 Wherever the masculine gender is used in this agreement it includes the feminine and body corporate where the context so requires.

Article 17 **Electronic Mail**

- 17.1 This Agreement may be executed by the parties and transmitted by facsimile or electronic mail and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties hereto had delivered an executed original of this Agreement.



CERTIFICATE OF INSURANCE

STANDARD CERTIFICATE FORM

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time. It is understood and agreed that the insurer endeavor to provide 30 days notice of cancellation or reduction in coverage, but failure to do so does not place any liability on the insurer.

NOTE: PROOF OF INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN BRITISH COLUMBIA AND HAVE A MINIMUM AM BEST RATING OF A- OR HIGHER.

This certificate is issued to: Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, BC, V2A 5J9

Insured:	Name:	
	Address:	

Broker:	Name:	Agent’s Name:
	Address:	Phone: Email:

Location, Project No. and nature of agreement/contract, permit, lease, license or operation to which this Certificate applies:

Mandatory Particulars of General Liability Insurance (see Section 1): <input checked="checked" type="checkbox"/> indicates that the coverage is included:	
<input checked="checked" type="checkbox"/> Premises & Operation <input checked="checked" type="checkbox"/> Blanket Contractual <input checked="checked" type="checkbox"/> Cross Liability/Severability of Interests <input checked="checked" type="checkbox"/> Contingent Employer’s Liability <input checked="checked" type="checkbox"/> Regional District of Okanagan-Similkameen, added as Additional Insured	<input checked="checked" type="checkbox"/> Owners & Contractors Protective <input checked="checked" type="checkbox"/> Occurrence Property Damage <input checked="checked" type="checkbox"/> Personal Injury <input checked="checked" type="checkbox"/> Coverage is Primary and not contributory <input checked="checked" type="checkbox"/> Broad Form Products & Completed <input checked="checked" type="checkbox"/> Non-Owned Automobile <input checked="checked" type="checkbox"/> Broad Form Property Damage Reviewed: <input type="checkbox"/> Broker Initials <input style="width: 40px; height: 20px;" type="text"/>

Additional Particulars of General Liability Insurance (see Section 1): <input type="checkbox"/> indicates that the coverage is included.	
<input type="checkbox"/> Use of explosives for blasting <input type="checkbox"/> Vibration from pile driving or caisson works. <input type="checkbox"/> Broad Form Tenants Legal Liability <input type="checkbox"/> Volunteer as Additional Insured <input type="checkbox"/> Attached Machinery <input type="checkbox"/> Removal or weakening of support of property, building or land whether the support is natural or otherwise	<input type="checkbox"/> Intentional Injury <input type="checkbox"/> Advertising Liability <input type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Intentional Injury <input type="checkbox"/> Injury to Participants (sporting events) <input type="checkbox"/> Non-owned watercraft liability <input type="checkbox"/> Watercraft Liability <input type="checkbox"/> Work below ground level over 3 meters (XCU extension) Reviewed: <input type="checkbox"/> Broker Initials <input style="width: 40px; height: 20px;" type="text"/>

Type of Insurance	Insurer Name and Policy Number	Policy Term yyyy/mm/dd	Limits of Liability/Amount
Section 1 Comprehensive/ Commercial General Liability (See Particulars on Page 1 marked with an X)		From: To:	Bodily Injury, Death & Property Damage \$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Umbrella Limit \$ _____ Excess Limit \$ _____ Deductible MINIMUM PER OCCURRENCE \$5,000,000
Section 2: <input type="checkbox"/> indicates that the coverage is included. Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From: To:	Personal Injury & Property Damage \$ _____ Limit MINIMUM \$5,000.000 Reviewed: Broker <input type="checkbox"/> Initials
Section 3: <input type="checkbox"/> indicates that the coverage is included. Contractor's Equipment:		From: To:	\$ _____ Limit \$ _____ Deductible Reviewed: Broker <input type="checkbox"/> Initials
Section 4: <input type="checkbox"/> indicates that the coverage is included. Professional Liability <input type="checkbox"/> Claims Made Basis <input type="checkbox"/> Coverage Primary and not contractual		From: To:	\$ _____ Per Occurrence \$ _____ Aggregate \$ _____ Deductible Per Claim, minimum \$50,000 Reviewed: Broker <input type="checkbox"/> Initials
Section 5: <input type="checkbox"/> indicates that the coverage is included. Builder's Risk:		From: To:	\$ _____ Limit \$ _____ Deductible <input type="checkbox"/> Regional District of Okanagan-Similkameen, added as Additional Insured Reviewed: Broker <input type="checkbox"/> Initials
Section 6: <input type="checkbox"/> indicates that the coverage is included. Other:		From: To:	\$ _____ Limit \$ _____ Deductible Reviewed: Broker <input type="checkbox"/> Initials

The Insurer confirms the above details are accurate and reflect the Insured's coverage. It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

 (Authorized to Sign on Behalf of Insurers)

 Date Signed

 Insured's

 Date Signed