



**REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN
REQUEST FOR QUOTATIONS
TRANSPORTATION, PROCESSING and RECYCLING of
OLD ASPHALT SHINGLES
RDOS-21-PW-12**

Nov. 23, 2021

1. GENERAL

The Regional District of Okanagan-Similkameen (RDOS) administers four Landfill Sites: Okanagan Falls, Campbell Mountain (Penticton), Oliver and Keremeos. The Regional District accepts and stockpiles source separated Old Asphalt Shingles at all listed Sites. The Regional District is seeking through this Request for Quotations (RFQ) a Contractor qualified to effectively manage the transport, processing and recycling of stockpiled Old Asphalt Shingles.

Bylaw No. 2925, 2021 RDOS Administered Landfills Regulatory Bylaw

ASPHALT SHINGLES are a waterproof roof covering consisting of ASPHALT SHINGLES and ASPHALT Roll Roofing and must not be CONTAMINATED with, including, but not limited to; Tar Paper, TAR AND GRAVEL ROOFING, Torch-on or SBS roofing products, organic material and large metal and flashing materials (see RECYCLABLE).

2. QUOTATION CONTENT

Full name, address, email and telephone number of the submitting corporate office and a complete profile of the Contractor's Company. Provide a background of company experience, list previous corporate experience as it relates to the work described in this RFQ.

3. WORK PLAN & SAFETY

Qualified Respondents must provide the Regional District with:

- Work Plan describing all activities, equipment and infrastructure required for collection loading and transport off-site of Old Asphalt Shingles.
- Documentation identifying and providing addresses of storage, processing and end user facility locations.
- Written assurance that collected Old Asphalt Shingles are transported, stored, processed and recycled in a regulatory compliant manner.
- Examples of Manifests, Chain of Custody, Tonnage Verification, End User Acceptance Receipts, Proof of Disposal and all other relevant documentation involved in the regulatory compliant recycling of Old Asphalt Shingles .

The Contractor, and any proposed sub-contractors, should provide a Safety Plan, WorkSafeBC (Workers Compensation Board) Registration Number and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with WorkSafe BC.

4. TERM

The parties hereto agree that the Term of this Contracting Services Agreement is for a three (3) year term. 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.

5. INQUIRIES

All inquiries related to this RFQ are to be directed, to the following person. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed at the Regional District of Okanagan-Similkameen's option.

Regional District of Okanagan-Similkameen
101 Martin St.
Penticton B.C, V2A 5J9
Phone (250) 492-2913
Fax (250) 492-0063
Email: dhamilton@rdos.bc.ca
Att. Don Hamilton
Solid Waste Facilities Supervisor

6. QUOTATION

1. 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) shall be included in the Quotation prices. (Schedule "A")
2. Quotations may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure their Quotation is received at the address or email set out below by Closing Time. Envelopes should be clearly marked "**TRANSPORTATION, PROCESSING and RECYCLING of OLD ASPHALT SHINGLES**", and must be received on or before 2:00 PM local time, Wednesday, December 15th, 2021.

Hard Copy: Address Quotations to:

Public Works Department
Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, B.C. V2A 5J9
Att: Don Hamilton
Solid Waste Facilities Supervisor

AND/OR email: info@rdos.bc.ca Attention: D. Hamilton and M. Goldsberry

7. AWARD OF CONTRACT

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

The intent of this document is to enter into a contract with a skilled and qualified Contractor for the provision of services for the transport, processing and recycling of stockpiled Old Asphalt Shingles.

- i. The RDOS reserves the right not to proceed with the project described in the RFQ.
- ii. The RDOS reserves the right to disqualify any Quotation that fails to meet any requirement of this RFQ.
- iii. The Contractor will provide the required documentation verifying required insurance coverage, WorkSafe BC coverage, (**Schedule 'B' 7. & 3. i.**) upon notification that the RDOS has accepted their quote and prior to the commencement of work.
- iv. The RDOS will obtain the Corporate Certificate of Good Standing from the BC Corporate Registry (**Schedule 'B' 8.**)
- v. No work is to proceed without the prior authorization of the RDOS to the Contractor.
- vi. The Contractor shall provide a current G.S.T. number as part of any invoice

A full copy of the RFQ can be found at <http://www.rdos.bc.ca/news-events/rdos-news/tenders-and-rfps/> . Contact M. Goldsberry at mgoldsberry@rdos.bc.ca if you wish to be added to the list for Addenda.

SCHEDULE 'A'

The Quoted 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). The Contractor's mobilization, demobilization, transportation, storage, processing and recycling costs shall be included in the unit prices. There shall be no additional payment.

1.

FACILITY	PRICE (Per Metric Tonne)
CAMPBELL MOUNTAIN	
OLIVER	
OKANAGAN FALLS	
KEREMEOS	

2. See Schedule 'B' 11. Fuel Cost Adjustment

CONTRACT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021.

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
101 Martin Street
Penticton, B.C. V2A
SJ9

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the ROOS issued a "Request for Qualifications" for "**TRANSPORTATION, PROCESSING and RECYCLING of OLD ASPHALT SHINGLES**" dated _____ (the "RFQ");

AND WHEREAS the Contractor submitted a response dated _____ in response to the RFQ (the "Contractor's Response");

AND WHEREAS the Regional District 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:

1. CONTRACT DOCUMENTS

a. The following documents, together with this Contract Agreement, shall constitute the Contract:

- 1) Request for Quotations (RFQ)
- 2) Quotation Submission
- 3) Contract Forms:
 - Certificate of Insurance
 - WCB Clearance Letter
 - Certificate of Good Standing from the BC Corporate Registry

b. 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.

2. SITE LOCATIONS

- a. Campbell Mountain Landfill
1765 Reservoir Road, Penticton, BC,
- b. Okanagan Falls Landfill
3751 Allendale Lake Road, Okanagan Falls, BC,
- c. Oliver Landfill
498 Saddle Ridge Road, Oliver, BC,
- d. Keremeos Transfer Station
860 El Rancho Road, Keremeos, BC

3. GENERAL PROVISIONS

- a. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or his right, title or interest therein, or his obligations thereunder without written consent of the Regional District.
- b. The Contractor is and will be an independent Contractor and nothing contained herein will be construed to create a partnership, joint venture or agency, and neither party hereto will be responsible for the debts or obligations of the other party.
- c. This Agreement will enure to the benefit of, and be binding upon, the parties hereto and upon their respective successors and assigns.
- d. This Agreement constitutes the entire Agreement between the parties hereto and no representations, warranties, understandings or Agreements, oral or otherwise, exist between the parties hereto except as expressly set out in this Agreement.
- e. The Contractor shall not subcontract, sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or his right, title or interest therein, or his obligations thereunder without written consent of the Regional District.
- f. Notwithstanding the Contractor's responsibilities, the Regional District maintains the overall authority for management and control of the Sites. Nothing in this Agreement grants the Contractor any interest in the Sites and the Regional District may, in its discretion, retain others to carry out work on, and around the Old Asphalt Shingle Stockpile Areas.
- g. This Agreement will be governed by and construed in accordance 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 in order to fully protect both the Contractor's employees and the Regional District as may be required by the law during the term of this Agreement.
- h. The Contractor will be solely responsible for its' employees Workers' Compensation, Employment Insurance, Canada Pension, Income Tax and any other applicable assessments or deductions levied by Federal, Provincial or Municipal Governments or any agency thereof.

- i. The Contractor will submit to the Regional District a copy of its' Occupational Safety Program, including a written Safety Policy and an Accident Investigation Program in accordance with WorkSafe BC Regulations. The Contractor shall abide by all provisions of the Workers' Compensation Act of British Columbia and shall provide to the RDOS a WorkSafe BC (Workers Compensation Board) registration number and a Letter of Clearance providing proof of payment of claims and good standing with WorkSafe BC.
- j. The Contractor agrees and covenants to collect, transport and process Old Asphalt Shingles in compliance with all Laws, including but not limited to Environmental Laws and Environmental Requirements. The Contractor will take ownership of the Old Asphalt Shingles once they are removed from the Site and relieve the Regional District of any liability associated with the Old Asphalt Shingles in so far as this is permissible under applicable Laws.

4. TERM

- a. 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.

5. DUTIES OF THE CONTRACTOR

- a. The Contractor will transport Old Asphalt Shingles from the Sites to the Contractor's processing facility. The Contractor will provide trucking acceptable to the Regional District for this purpose.
- b. The Contractor will transport Old Asphalt Shingles from the Sites to the Contractors' processing facility on a schedule mutually agreed upon by the Contractor and the Regional District. The primary consideration in determining the schedule will be the transportation of full truck loads to minimize the environmental footprint of the transportation process and to enable the Contractor to effectively manage transportation costs.
- c. The Regional District may, at its discretion, contact the Contractor by telephone at the phone number(s) provided for that purpose, requesting transportation of old asphalt shingles from the Sites to the Contractor's processing facility. If the Regional District and the Contractor agree that a full load is available or that a full load may be achieved by combining the old asphalt shingles from other Sites that reside along the trucking route, the Contractor will provide a truck for transportation.
- d. The Contractor will transport the Old Asphalt Shingles from the Sites to the Contractor's processing facility where the Old Asphalt Shingles will be processed into a reusable product. The Old Asphalt Shingles will be processed and recycled using methods acceptable to the Regional District. The Regional District may inspect the Contractor's recycling methods at any time by arranging an inspection in advance.
- e. The Contractor will supply the Regional District with fuel use data and energy consumption logs of the transportation and processing facility and any other information requested by the Regional District in order for the Regional District to calculate the carbon emissions related to the transportation and processing of Old Asphalt Shingles.

6. REGIONAL DISTRICT RESPONSIBILITIES

- a. The Regional District will establish Stockpile Areas at the Sites for the storage of Old Asphalt Shingles.
- b. The Regional District will be responsible for reasonably segregating other waste materials from the Old Asphalt Shingles placed within the Stockpile Areas.
- c. The Regional District will arrange for the loading equipment and equipment operator at each of the Sites for the purposes of loading the Old Asphalt Shingles stored in the Stockpile Areas into the Contractor's truck.
- d. The Regional District will work with the Contractor to minimize contamination of Old Asphalt Shingle loads.
- e. The Regional District will provide the Contractor with a scale ticket at each Site indicating the weight of the loaded Old Asphalt Shingles prior to the Contractor's truck leaving each Site. The scale ticket will be the only documentation provided for the Contractor's invoicing purposes.
- f. The Regional District will arrange for the loading equipment and equipment operator at each of the Sites for the purposes of loading the Old Asphalt Shingles stored in the Stockpile Areas into the Contractor's truck.

7. INSURANCE

- a. 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.
- b. 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*.
- c. 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***.
- d. The 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.

- e. 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**
- f. The Contractor will provide 30-days written notice in advance of cancelation of any policies.

8. CORPORATE STANDING

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.

9. TERMINATION

- a. This Agreement may be terminated by either party without cause upon giving ninety (90) days' notice of its intention to do so at any time during the period that this Agreement is in effect by providing written notice to the respective party at the address herein contained, or without notice for cause.
- b. Upon delivery of the third (3rd) of three (3) written notices of non-compliance with the Terms contained herein, termination of this Agreement will be immediate. The third notice will contain notification of immediate termination. Notices will be in writing with the Regional District delivering such notices to the Contractor in person or by mailing to the address listed on the first page of this Agreement.

10. PAYMENT TO THE CONTRACTOR

- a. The Regional District agrees to pay the Contractor at the remuneration rate(s) as set out in Schedule 'A' hereto upon receipt of a completed invoice. Invoices are to be submitted monthly within fifteen (15) days of the end of the preceding calendar month and shall cover a period of one (1) calendar month.
- b. Invoices must indicate the facilities from which the old asphalt shingles were transported, the dates on which the old asphalt shingles were transported and the weight of old asphalt shingles that were transported. Copies of the scale ticket for each load of old asphalt shingles transported must accompany each invoice.
- c. The Contractor acknowledges that they are aware of the potential inaccuracies inherent in the scaling of vehicles whose length exceeds the length of the scale deck (Split-Draft Weighing). The Contractor further acknowledges and accepts the metric tonne(s) calculated and assessed via this scaling methodology as their payment due.
- d. If the Contractor neglects to execute the Work properly or fails to perform any provision of this Agreement, the Regional District may, without prejudices to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from payments due the Contractor.
- e. The remuneration rates are all-inclusive and do not allow for any escalation of the Contractor's costs. The Contractor will not be entitled to extra payment for any escalation during the Term of this Agreement except as set out in Schedule 'A' of the Contractors Quotation.

11. FUEL COST ADJUSTMENT

The rates listed above to be paid to the Contractor will be adjusted if the retail price of fuel exceeds \$1.50/litre.

The fee per Metric Tonne will increase \$1.50 (one dollar fifty cents) for every .05 (five cent) increase in the price per litre above \$1.50.

The retail price per litre for diesel will be the weekly price per litre of fuel at the pump in Kelowna B.C. as determined every Tuesday by Natural Resources Canada.

https://www2.nrcan.gc.ca/eneene/sources/pripri/prices_bycity_e.cfm?PriceYear=0&ProductID=5&LocationID=66,8,39,6,17&dummy=#PriceGraph

12. PERFORMANCE SECURITY

Prior to the commencement of the Work, a Performance Security shall be deposited with the Regional District in the form of a cash deposit, irrevocable letter of credit or a certified cheque in the amount of ten thousand dollars (\$10,000) payable to the Regional District of Okanagan-Similkameen. These funds shall be retained by the Regional District without interest and may be utilized for various purposes which may be warranted or may be required for the fulfillment of the Contract Agreement. Once the scope of work is complete to the satisfaction of the Regional District, the security will be released after 60 days.

13. WRITTEN NOTICE

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: Manager of Operations – Andrew Reeder
Phone (250) 490-4103
Email: areeder@rdos.bc.ca

CONTRACTOR at:

Attention: _____
Phone: _____
Email _____

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

The signatures of the Signing Authority of the
**REGIONAL DISTRICT OF
OKANAGAN – SIMILKAMEEN**
was hereto affixed:

Mark Pendergraft, Chair

Bill Newell, Chief Administrative Officer

The signatures of the Signing Authority of the
 "CONTRACTOR"
was hereto affixed:

Authorized Signatory

Authorized Signatory

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