



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

for the

Oliver Compost Cover

RDOS-23-SW-06

March, 2023

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
Oliver Compost Cover

1. INTRODUCTION.....	4
1.1. PURPOSE	4
1.2. BACKGROUND.....	4
1.3. SUPPORTING DOCUMENTATION	4
2. INSTRUCTIONS TO PROPONENTS	5
2.1. SUBMISSION OF PROPOSALS	5
2.2. INQUIRIES	5
3. GENERAL TERMS OF PROPOSAL PROCESS	6
3.1. DEFINITIONS	6
3.2. ACCEPTANCE OF TERMS AND CONDITIONS	7
3.3. PROPOSAL PREPARATION COSTS	7
3.4. PROPOSAL EVALUATION	7
3.5. PROPOSAL PRESENTATION.....	8
3.6. NO CONTRACT.....	8
3.7. NO OBLIGATION TO PROCEED.....	8
3.8. NEGOTIATION WITH PREFERRED PROPONENT.....	8
3.9. ACCEPTANCE OF PROPOSAL	9
3.10. LIABILITY FOR ERRORS.....	9
3.11. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION	9
3.12. CONFLICT OF INTEREST	9
3.13. NO COLLUSION	9
3.14. NOT AN EMPLOYEE.....	10
3.15. LITIGATION.....	10
4. SCOPE OF SUPPLY.....	11
4.1. Compost Equipment.....	11
4.2. Compost Cover.....	11
4.3. Control System.....	11
4.3.1. Temperature probe	11
4.3.2. Oxygen Probe.....	12
4.4. Aeration System	12
4.5. Compost Service / Operation	12
5. FEES AND DISBURSEMENTS	12

APPENDIX A – REQUEST FOR PROPOSALS EVALUATION FORMAT.....
APPENDIX B – SAMPLE CONSULTING SERVICES AGREEMENT TERMS

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
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1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan Similkameen is requesting submission of Proposals from qualified Proponents to supply Compost Cover and associated monitoring and air supply equipment.

The supplied equipment will give the Regional District the ability to contain and control the temperature, odour, oxygen and moisture levels of composting materials.

1.2. BACKGROUND

The Oliver Landfill, operated by the RDOS, is located approximately six kilometers southeast of the Town of Oliver, British Columbia, within the Regional District of Okanagan-Similkameen. Landfilling commenced at the Site in approximately in 1979 as a natural control site under Permit PR 04911 (Permit) issued on February 17, 1978. A new operational certificate was issued on April 26, 2011 (OC#15280) as part of the 2010 DOCP review and update.

The Oliver Landfill turned windrow compost site was designed for accepting residentially collected food waste and yard waste from the Town of Oliver, Town of Osoyoos, Osoyoos Indian Band and Electoral Areas 'A' and 'C'. The expected tonnage is 850 tonnes of residential food waste and 2600 tonnes of yard waste collected each year. Additional agricultural materials, and self-hauled yard and wood waste will also be composted at the compost site. The site has a design capacity of 4,995 tonnes.

The areas to be covered and controlled with the supplied equipment comprise 2 rows with push walls.

1.3. SUPPORTING DOCUMENTATION

The following material is available as attachments to this RFP document to assist in the preparation of Proposals:

Oliver Landfill Documentation:

- Oliver Compost site: Windrow Specification Drawing, Sperling Hansen Associates (2023)

To receive these documents, please email Michelle at mgoldsberry@rdos.bc.ca

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 its Proposal is received at the address or email set out above by the Closing Time. If submitting by hardcopy please enclose one (1) hard copy 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:

**Dustin Zahara
Acting Solid Waste Facilities Supervisor
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9**

AND/OR

**Dustin Zahara
Subject: RFP: Oliver Compost Cover
dzahara@rdos.bc.ca**

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

**TIME: 02:00 PM local time
DATE: Friday, March 24, 2023**

Proposals will not be opened publicly. The Proponent bears 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 email 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 email or hard copy as above.

It is also the Proponent's sole responsibility to ensure their revisions were received, at the 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 contact 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 through an addendum at the Regional

District's option.

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.

Dustin Zahara
Subject: RFP: Oliver Compost Cover Questions
dzahara@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, trustees 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.

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.;

"Consultant" 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 in order for the proposal to receive consideration;

"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.

“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 accomplish 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 person authorized to sign on behalf of the Proponent must sign the Proposal.

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.

Appendix A 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,

- issue addenda to 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. 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.

3.7. 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 any 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.

3.8. 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.

3.9. 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 Appendix B.

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

3.10. 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, not 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

3.11. 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.

3.12. 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 project area. The Regional District may rely on such disclosure.

3.13. 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 and 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.

3.14. 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.

3.15. 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. SCOPE OF SUPPLY

The supplier will identify the best solution to meet or exceed the minimum specifications within this proposal. Specifications for the Cover and Associated equipment are as per Appendix B of this RFP. The RDOS will evaluate the proposals received based on the criteria set within Appendix A of this RFP.

The supplier shall fill out the information requested below in this RFP. Additional information /specifications that will help evaluate the; Workmanship / Durability, Customer Support, Conditions and timing for delivery of service, and Functionality is encouraged.

Fee shall include all costs for the supply and the delivery of required items of the vehicle. All taxes, shipping; fees will be broken out separately from the supply and delivery in the supplies proposal and quotation form. Pricing for optional items are to be listed separately.

4.1. Compost Equipment

The Bidder to furnish, install, commission, provide user training, maintenance, and service for the Semi-permeable membrane Covered Aerated Static Pile (CASP) Composting System. Complete with Compost Covers (x2), aeration system (x2), process control system, and cover fastening system.

4.2. Compost Cover

The bidder shall provide a Compost Cover which is described as a specialty fabric semi-permeable membrane laminate covered positive aeration static pile composting process controlled by temperature and oxygen feedback controllers which shall include the following components and services for a facility with a capacity of 4,999 tons per year of combined Yard / Garden, Agricultural and food wastes.

Bidder shall supply Composting Covers. All information requested must be submitted. The composting technology being offered shall include all specifications details in Appendix B.

4.3. Control System

The bidder shall supply a control system that includes all components required to monitor and control the conditions occurring within the compost heap described herein. The control system shall consist of one independent Control Unit consisting of: cabling, software, and network connection termination points for monitoring oxygen and temperature. The system will be designed to operate blowers, control and log the compost process by means of temperature and oxygen measurement sensors. The control system shall be capable of being installed on a standard computer or smart handheld device and controlled via web connectivity. The system will include standard modes as well as capability to modify all settings and parameters.

4.3.1. Temperature probe

The temperature probe shall be capable of measuring multiple points continuously over a depth of 40 inches minimum, and have a temperature range of 32 ° F - 212 ° F (0 ° C - 100 ° C). the

temperature probe shall be robust in design and well suited to the operation.

4.3.2. Oxygen Probe

The Oxygen probe shall be capable of measuring 0 – 25% Oxygen. Using dynamic sensing, continuous monitoring within a solid/gas mixture temperature range of 32 ° F - 212 ° F (0 ° C - 100 ° C). the oxygen probe shall be robust in design and well suited to the operation.

4.4. Aeration System

Bidder shall provide all above ground aeration system parts, components, connections to allow for connection to a 4" IPEX Solid Sewer pipe. The aeration blower shall be minimum of 3hp, medium pressure fan including auto on/off operated by the control system. The aeration system shall be enclosed to prevent weather related damages and reduce sound emissions.

4.5. Compost Service / Operation

Bidder shall provide full written documentation detailing operations and maintenance requirements for the compost system. Documentation shall include: process flow diagram, mass balance calculations, common layout / assembly drawings, troubleshooting, spare part lists, operations manual, training programs and other key activities required to commission the system and make ready to accept materials.

5. FEES AND DISBURSEMENTS

The Proposal shall indicate potential fees for all materials, equipment, services, duties and expectations pursuant to this RFP. The Proposal should identify how the Regional District will be charged. 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 proposed prices. Fees will be broken down by deliverables.

Fee shall include all costs for the purchase of the products, specifically, the delivery of Composting covers and related equipment. Any costs incurred by the Supplier above the submitted maximum cost will be the sole responsibility of the Supplier unless pre-approved by the Regional District.

Should the Regional District award a contract to a proponent the purchase agreement will provide a purchase agreement consistent with their proposal.

APPENDIX “A”

REQUEST FOR PROPOSALS EVALUATION FORM

Proponent’s Name: _____			
Project Title: Oliver Compost Cover			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Maximum or upset fee included		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Weighted Score	Standard Specifications	15	
	Preferred Items	5	
	Warranty & Service	10	
	Delivery Date	10	
	Environmental	5	
	Optional / Innovation	5	
Price	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (50% weight)	50	
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:

APPENDIX “B”

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN		
SPECIFICATIONS: COMPOST EQUIPMENT		
PROPOSAL / QUOTATION FORM		
<i>to be filled out by proponent</i>		
REFERENCE	SPECIFICATIONS	DETAILS
Compost Cover		
Mass	390 - 570 g/m ²	
Permeability	2 - 8 m ³ /m ² h	
UV Stabilized	Required	
Resistance to Water Vapour	< 19.5 m ² Pa/W	
Burst Resistance	>1,500 N (after 4 years in service)	
Water Penetration Resistance	>50 KPa	
Dust / Particulate Retention	>99%	
Bacteria Retention	>99%	
Puncture Resistance	2 N	
Warranty	4 year	
Cover Securing System	loops at 3 ft intervals along the length	
	20 loops equidistant along each end	
Pile Width	8 meters	
Pile Length	25 meters (with 2m push wall at one end)	
Pile Height	3.5 meters	
Blower system		
phase	3ph	
Hz	60Hz	
Voltage	575 V	
Amperage	please state	
Hp	3 hp	
CFM	700 SCFM Min	
Example motor	Baldor CEWDM3559T-5	
Example Fan	Cincinnati Fan PB-12A	
Connections	all Components required to connect blower to 4" IPEX PVC sewer pipe	