



## REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN

### REQUEST FOR QUOTATIONS

#### KEREMEOS SOLID WASTE MANAGEMENT SITE OPERATIONS

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September 2, 2022

##### **1. SPECIFICATIONS & WORK**

The Keremeos Solid Waste Management Site (KSWMS) transfers accumulated waste materials off-site and marshals recyclable materials in dedicated stockpile areas for the processing and transfer off-site for recycling. Currently the Site is open to the public on Sundays between the hours of 10:00 a.m. and 4:00 p.m. and on Wednesdays during the Spring, Summer and Fall between 10:00 a.m. and 4:00 p.m. The RDOS is seeking a Contractor qualified to complete the Work as described in the Request for Quotations for a Term of three years with an option to extend for up to two years.

##### **A. Operations Requirements:**

1. Provide adequate equipment to maintain the Site.
  - Compact materials placed in bins for transport;
  - Pushing, (taking care not to contaminate with soil and gravel) into a stockpile all marshaled materials (yard and wood waste, metal, concrete, refrigeration units, asphalt shingles, glass etc.) prior to the next day of public access;
  - Remove large contaminants from stockpiles and place in bins or other appropriate on-site locations
2. Transfer materials from overflow bunker to bins for removal. (Force Account Rates)
3. Load designated materials for transport off-site. (Force Account Rates)
4. At the request of the Regional District provide excavation, grading, dust control, and other incidental materials and services. (Force Account Rates)
5. Remove snow and apply sand (contractor supplied) when required on all roadways and operational areas prior to opening the Site to the public.

##### **B. Operations Quotation:**

1. Cost per week to maintain the site (as per A. 1.) \$\_\_\_\_\_ (to include Sunday 6 hour on-call coverage for emergency bin extraction)
2. \*Snow Removal (as per A. 5.) \$\_\_\_\_\_ per event.
3. Road Sand (as per A. 5.) \$\_\_\_\_\_ per m<sup>3</sup>.
4. \*Emergency extraction of a transfer station bin \_\_\_\_\_ per event.

<b>*Force Account Rates</b>			
<b>Equipment Description</b>	<b>Mob/De-Mob Per Event</b>	<b>Hourly Rate</b>	<b>Overtime Hourly Rate</b>
Loader			
Excavator			
Backhoe			
Water Tank Truck			

\* Equipment rates include wear and tear, operator, fuel, maintenance, profit mob/de-mob cost and overhead.

**The Contractor shall:**

1. The Contractor shall proceed in a manner compliant 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.
2. Be liable for all bin repairs that are a direct consequence of damage caused by the Contractors equipment contacting the Bin Operations Contractor supplied bins.
3. Comply with all conditions contained within the Contract Conditions (attached).

**The Regional District shall:**

1. Provide keys for after hours access to the KSWMS.

**2. QUOTATION SUBMISSION**

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.

All questions pertaining to the scope of the project should be directed, in writing, to  
Don Hamilton, Solid Waste Facilities Supervisor (250) 492-2913  
[dhamilton@rdos.bc.ca](mailto:dhamilton@rdos.bc.ca)

2. Address Quotations to:

Solid Waste Manager  
Regional District of Okanagan-Similkameen  
101 Martin Street, Penticton, B.C. V2A 5J9  
Phone: 250-490-4131  
Fax (250) 492-0063

Envelopes should be clearly marked **KEREMEOS SOLID WASTE MANAGEMENT SITE OPERATIONS**, and will be received by the undersigned, up to and including 2:00 p.m., local time, Friday, September 16<sup>th</sup>, 2022.

### **3. 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 Operation of the Keremeos Solid Waste Management Facility.

- 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, WorkSafeBC coverage, (**Schedule "B" CA-8, CA-9**) 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", CA-10**)
- 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](mailto:mgoldsberry@rdos.bc.ca) if you wish to be added to the list for Addenda.

## SCHEDULE 'A'

THIS AGREEMENT made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2022

BETWEEN:

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

101 Martin Street

Penticton, B.C. V2A 5J9

(hereinafter called the "RDOS")

**OF THE FIRST PART**

AND:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Contractor")

**OF THE SECOND PART**

WHEREAS the RDOS issued the "Request for Quotations for "KEREMEOS SOLID WASTE MANAGEMENT SITE OPERATIONS" dated \_\_\_\_\_, 2022. (the "RFQ");

AND WHEREAS the Contractor submitted a Quotation dated \_\_\_\_\_, 2022 in response to the RFQ (the "Contractor's Quotation");

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:

**CA-1 CONTRACT DOCUMENTS**

**1.1** 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 Standard Certificate Form
  - WCB Coverage
  - Performance Security
  - Certificate of Good Standing from the BC Corporate Registry

**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 Section 1.1.

## **SCHEDULE 'A'**

### **CA-2 CONTRACT TERM**

- 2.1.** The Term of this Agreement is for a three (3) year period commencing October 1<sup>st</sup>, 2022 to September 30<sup>th</sup>, 2025.
- 2.2** At Regional District discretion there will be an optional extension for a period of up to two (2) years, if mutually agreeable. For the extension period the Contractor and the Regional District may renegotiate unit rates of any services rendered.

### **CA-3 CONDITIONS**

- 3.1** The terms and conditions under which the scope of work will be undertaken are as per the RDOS Request for Quotations, a copy of which forms 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 this project on an ongoing basis the designated Regional District authority.
- 3.4** The Contractor, by signing this agreement, is agreeing in writing to be the Principal Contractor within the specified Work Area and agrees 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.

### **CA-4 PAYMENT**

- 4.1** The Contractor shall submit to the RDOS an invoice for the value of the services provided by the Contractor under this Agreement and if the RDOS finds the invoice to be satisfactory, the RDOS will pay the Contractor the invoiced amount of the Contract Price within 20 days of the RDOS receipt of the invoice, minus any amounts the RDOS is entitled to deduct under this Agreement.
- 4.2** The Contract Price shall be increased or decreased on each January 1<sup>st</sup> during the Term of this Agreement by multiplying the base price as of the preceding December 31<sup>st</sup> by the percentage change in the yearly average British Columbia Transportation Consumer Price Index (BCTCPI) for the preceding calendar year as published by Statistics Canada, provided however any such change shall not exceed five percent (5%) per year. Increases above 5% per year cannot be carried forward cumulatively to a future year.

In the event the applicable BCTCPI is not available in time for a monthly invoice, the difference in Contract Price payments for that invoice shall then be identified and adjusted, if necessary, after the BCTCP index becomes available in a subsequent monthly invoice.

## SCHEDULE 'A'

### CA-6 ASSIGNMENT OF CONTRACT

- 6.1 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 RDOS.

### CA-7 CONTRACTOR'S FAILURE TO PERFORM

- 7.1 In case the Contractor shall fail in the due performance of any part of this Contract, or shall become bankrupt or insolvent or shall compound with his creditors, or propose any composition with his creditors for the settlement of his debts, or shall carry on or propose to carry on his business under inspectors on behalf of his creditors or shall commit any act of bankruptcy or relet or sublet the residue of any other portion or part of this Contract, without the permission in writing of the RDOS, it shall be lawful for the

RDOS upon such conditions as it shall see fit, or from time to time to engage workmen and provide such material, implements and apparatus or to take possession of and use the machines, tools and apparatus of the Contractor in completing the works and employ the same in such manner as the RDOS may think necessary and proper for completing the works or any part of them, without rendering the RDOS liable for any loss which the Contractor may sustain by reason of such possession and use.

- 7.2 Any loss, damage or deficiency that may in consequence arise, shall be paid or deducted out of any monies retained by the RDOS on account of any work previously performed by the Contractor, and should said money so retained not be sufficient to indemnify and cover such losses, the deficiency then due shall be charged against the Contractor.

### CA-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 at all times indemnify and hold harmless the RDOS, and the RDOS 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,



## **SCHEDULE 'A'**

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.

**8.5** 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**.

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

### **CA-9 COMPLIANCE WITH LAWS**

**9.1** 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 in order to fully protect both the Contractor's employees and the RDOS as may be required by the law during the term of this Agreement. Without restricting the generality of the foregoing, the Contractor shall abide by all provisions of the Workers' Compensation Act of British Columbia and shall provide to the RDOS a Work Safe BC (Workers Compensation Board) registration number and a letter of Clearance providing proof of payment of claims and good standing with Work Safe BC.

**9.2** The laws of the Province of British Columbia shall govern this Agreement and any arbitration or litigation in respect thereof.

### **CA-10 CORPORATE STANDING**

**10.1** 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.

### **CA-11 ENTIRE AGREEMENT**

**11.1** This Agreement constitutes and expresses the whole Agreement of the parties with reference to the engagement of the Contractor by the RDOS.

### **CA-12 WRITTEN NOTICE**

**12.1** 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:

## SCHEDULE 'A'

### REGIONAL DISTRICT at:

Regional District of Okanagan-Similkameen

101 Martin Street

Penticton, B.C. V2A 5J9

Attention: Andrew Reeder/Manager of Solid Waste, [Areeder@rdos.bc.ca](mailto:Areeder@rdos.bc.ca)

Phone (250) 490-4131

Fax: (250) 492-0063

### CONTRACTOR at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DRAFT



## SCHEDULE 'A'

**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:

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*Mark Pendergraft, Chair*

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*Bill Newell, Chief Administrative Officer*

The signatures of the Signing  
Authority of

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by its authorized signatories:

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*Authorized Signatory*

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*Authorized Signatory*

# KEY HOLDER DECLARATION

Company:

Name:

Phone Number:

Key ID: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Activity Requiring Key: \_\_\_\_\_

All Keys are assigned at the sole discretion of the Regional District of Okanagan-Similkameen (RDOS)

I, the undersigned (Key Holder) shall release, indemnify and save harmless the District and its officers, employees, elected officials and agents from and against any and all claims, demands, actions, proceedings, damages, debt, loss and costs which may be brought against them, or that they may suffer as a result of any act or omission of the Key Holder, its agents, employees, servants, officers, contractors and invitees, in respect of the use of the Landfill Site.

The Key Holder:

- a) acknowledges receipt of the key(s) designated above;
- b) agrees to use the key only for the stated purpose listed under the Activity Requiring Key;
- c) agrees not to loan, transfer, give possession of, misuse, modify or alter the assigned key(s);
- d) agrees not to cause, allow or contribute to the making of any unauthorized copies of the key(s) or give or loan the key(s) to anyone;
- e) agrees to immediately inform the RDOS if the assigned keys are stolen or lost;
- f) acknowledges there will be a \$10.00 charge for a replacement key if a key is lost and understands and agrees that violation of this agreement may render them responsible for the expenses of replacing all locks and issuing new keys (up to \$1,500.00) for the areas affected by the assigned key(s);
- g) agrees that immediately upon entering and leaving the Landfill Site, to lock the gate and ensure that no unauthorized persons enter or remain on the Site;
- h) agrees to comply with all statutes, regulations and bylaws that are applicable to their Landfill Site activities;
- i) is responsible for returning the key(s) to the RDOS when they cease to undertake the role for which the key were issued or if found to be in breach of the conditions stated in this Declaration or when the RDOS requests their return.

Signature \_\_\_\_\_

Date Key Returned: \_\_\_\_\_ Initial: \_\_\_\_\_