REQUEST FOR TENDERS NO. 20-060

SOLID WASTE RECYCLABLES HAULING SERVICES

ISSUED: October 1, 2020

CLOSING DATE AND TIME:
Tenders must be received on or before:
3:00 PM (15:00 hrs) Pacific Time on October 16, 2020

Regional District of Nanaimo (RDN) Contact for Questions:
Kevin Guizzetti, Transfer Station Supervisor
860 Church Road, Parksville, B.C.
Telephone: 250-248-5254 ext. 2100
Email: kguizzetti@rdn.bc.ca

Requested deadline for questions is five (5) business days before the closing date.

Site Visits:
No formal site visits will be conducted. Vendors interested in viewing the sites should contact Kevin Guizzetti to make arrangements.

Instructions to Bidders

Article 1. Closing Date/Time/Location
Bidders are requested to submit their Tender on or before the closing time of 3:00 PM (15:00 hrs), Pacific Time, October 16, 2020 as follows:

By email only: In PDF format with the subject line "20-060 Recyclables Hauling" to:

kguizzetti@rdn.bc.ca

Tenders **will not** be opened in Public.

ARTICLE 2. Examine Documents & Site
The Tenderer must carefully examine all the Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the documents, or should he be in doubt as to their meaning, he should, prior to submitting his tender, notify the designated RDN contact person in writing. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

No verbal agreement or conversation made or had at any time with any officer, agency, or employee of the RDN shall affect or modify any of the terms or obligations herein stated or deemed to be any representation of warranty.

Article 3. Addenda
If the RDN determines that an addendum is required for this TENDER, the RDN will post the addendum on the RDN website (www.rdn.bc.ca) and the BC Bid website (www.bcbid.gov.bc.ca). Each addendum will be incorporated into and become part of the TENDER. No amendment of any kind to the TENDER is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any all addendums are included prior to submitting their final Tender submission.

ARTICLE 4. Tender Price
Pricing, in Canadian dollars, shall be filled in where indicated on the Tender Form excluding taxes. Pricing should include all labour, materials, equipment, licences, permits any other costs required to perform the services in a turnkey manner. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.

ARTICLE 5. Federal Sales Taxes
GST is not to be included in the price. GST shall be shown separately on the Tender Form based on the total contract value.

ARTICLE 6. Tender Signing
The tender must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

ARTICLE 7. Revisions to Tenders
Any revision to the tender by the Tenderer must be in writing properly executed and received by the designated RDN contact prior to the posted closing date and time.

Multiple Revisions
Where a Tenderer submits multiple revisions to the original tender price, each revision should be numbered sequentially by the Tenderer. Unless the Tenderer clearly stipulates to the contrary on the face of the revision, each successive revision will nullify and replace any previous revision to the identified item or tender price.

Unclear or Ambiguous Revisions
If in the opinion of the RDN, any revision is unclear, ambiguous as to meaning or intent, or does not comply with the requirements of Article 9, that revision will be disregarded and the original tender price, or the tender price determined by consideration of any other revisions will prevail. The RDN, its employees and agents will not assume any responsibility for timely receipt of any revisions.

ARTICLE 8. Tender Withdrawal
A Tenderer may, without prejudice to himself, withdraw his tender on written request received by the designated RDN contact prior to the posted closing date and time.

ARTICLE 9. Tender Rejection
.1 The RDN reserves the right to reject any or all tenders or accept other than the lowest tender and to accept the tender which it deems most advantageous.

.2 The RDN may reject a tender if:

a) After investigation and consideration, the RDN concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the RDN.
b) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
c) A tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form, in which prices are omitted or are unbalanced.
d) The RDN may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the RDN, its elected or appointed officers and employees in relation to:
    - any other contract for works or services; or
    - any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act or another enactment within five years of the date of this Call for Tenders.

In determining whether to reject a tender under this clause, the RDN will consider whether the litigation is likely to affect the Tenderer's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Tenderer indicates that the RDN is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

.3 The RDN may reject all tenders if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons;

a) the lowest tender that the RDN considers otherwise acceptable is higher than the funds budgeted or otherwise available for the work;
b) the RDN decides not to proceed with the work or to defer the work;

.4 The RDN reserves the right to consider and to reject any tender or all tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.

.5 In no event will the RDN be responsible for a Tenderer's costs of preparing or submitting a tender.

ARTICLE 10. Award

Awards shall be made on tenders that will give the greatest value based on equipment, service, and price. The lowest or any tender may not necessarily be accepted. The RDN will, following receipt of an acceptable tender, issue in writing a Notice of Intent to Award to the successful Tenderer. Any award is subject to available funding and approval from the Board of the Regional District of Nanaimo or Senior Staff.

ARTICLE 11. Form of Agreement

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

REGIONAL DISTRICT OF NANAIMO

TECHNICAL SPECIFICATIONS

Scope of Work

The Regional District of Nanaimo is seeking Tenders from experienced and qualified companies for the hauling and disposal of Recyclables originating from the Church Road Transfer Station (CRTS) at 860 Church Road, Parksville, B.C and the Regional District Landfill at 1105 Cedar Road, Nanaimo, B.C.

The Contract is for a fixed price one (1) year term with an option to extend for two (2) additional one (1) year terms based on mutual written agreement between the parties. Anticipated contract start date is November 1, 2020. The intent is to award both sites to one (1) vendor.

The Contractor shall provide the Services as outlined below for both sites:

1) The successful Contractor shall supply all supervision, vehicles, operators, bins, and anything else required to provide the services in a turnkey manner.

2) The successful Contractor must be available remove the recyclable material bins from both sites seven (7) days a week, excluding statutory holidays with same day service or as mutually agreed by the Regional District.

3) The successful Contractor will be notified via phone of loads requiring hauling and disposal.

4) The successful Contractor shall maintain national safety code carrier profile satisfactory ratings in all categories for the duration of the Contract.

5) The successful Contractor shall follow all WorkSafe BC and Ministry of Environment Regulations in relation to the hauling and disposal of recyclables.

6) Unless otherwise indicated, the successful Contractor shall at his own expense, obtain all applicable permits, certificates and licences required by law for the conduct of the work and shall comply with all Federal, Provincial and Municipal Laws, Regulations, Codes and Ordinances affecting the execution of the work.

Regional District Landfill Requirements:

For the purposes of this quotation, corrugated cardboard is defined as recyclable waste from homes and businesses including, but not limited to, containers or materials used in containers consisting of three or more layers of kraft paper material. Recyclable materials are defined as newsprint, mixed wastepaper, magazines, metal food or beverage containers, aluminum foil, HDPE, and LDPE plastic containers.

While future volumes or minimum volumes cannot be guaranteed, the Regional Landfill produced:

- 37 tonnes (1 tonne – 1000 kilograms) of recyclable materials and 134 tonnes of corrugated cardboard in 12 months (Dec 2018- Nov 2019).
- 31 tonnes of recyclable materials and 104 tonnes of cardboard during Dec 2019 – August 2020

The successful Proponent will be entirely responsible to carry out all work to haul and return bins for corrugated cardboard and recyclable materials for the RL.

The successful Proponent must provide a fifty (50) cubic yard bin for corrugated cardboard and a thirty (30) cubic yard multi recycling bin for the drop-off of recyclable materials that will include tin, paper, newsprint, and plastics to be hauled to a licensed recycling facility.

Cardboard Bin- 1 x 50 cubic yard bin unlidded

Recycling Bin- 1 x 30 cubic yard bin with four (4) 1' x 3' slotted openings on the exterior walls for material to enter bin. Bin must be lidded with the ability to be opened manually by RDN staff and for security reasons have a locking mechanism for the lid and wall openings. No doors or partitions inside the bin.

Loads leaving the RL site are be weighed on the RL scales.

Hours of Operation:
Monday – Saturday 7:15 a.m. - 5:00 p.m., Sundays are 7:30 a.m. - 4:00 p.m.
All work should be completed within 30 minutes of the closing times.

Church Road Transfer Station Requirements:

While future volumes or minimum volumes cannot be guaranteed, the Church Road Transfer Station produced:

- 65 tonnes (1 tonne – 1000 kilograms) of recyclable materials and 196 tonnes of corrugated cardboard in 12 months (Dec 2018- Nov 2019).
- 18 tonnes of tin/plastic, 45 tonnes of paper, 167 tonnes of cardboard from Jan 01-September 23, 2020.

The successful Proponent must provide enough 40 cubic yard bins for corrugated cardboard to ensure that there is always at least one (1) bin available with sufficient space to allow CRTS customers to drop off corrugated cardboard. The CRTS requires a 30 cubic yard recycling bin for tin and plastics and a 20 cubic yard bin for newsprint to be hauled and directly returned to the CRTS.

Cardboard Bin- 2 x 40 cubic yard bins unlidded

Recycling Bin- 1 x 30 cubic yard bin with four (4) 1' x 3' slotted openings on both the exterior sidewalls for material to enter bin. Bin must be lidded with the ability to be opened manually by RDN staff and for security reasons have a locking mechanism for the lid and wall openings. No doors or partitions inside the bin.

Paper Bin – 1 x 20 cubic yard bin lidded, with manual opening mechanism for RDN staff to operate.

Loads leaving the CRTS site will be weighed on the CRTS scales.

Hours of Operation:
Monday – Sunday 7:15 a.m. - 5:00 p.m.
All work should be completed within 30 minutes of the closing times.

TENDER FORM
HAULING AND DISPOSAL OF RECYCLABLES

Date: _____

Company: _____

Address: _____

Telephone:_____ Email: _____

To: Regional District of Nanaimo

Having carefully examined all of the tender documents including all Addenda issued as supplements thereto, and having examined and complied with Instructions to Bidders, we hereby offer to perform the Work set forth in the aforesaid documents for the Pricing. Prices include the Contractor's labour, material, equipment, material costs, overhead and profit, all taxes and duties, and shall represent the cost to the RDN of such charges excluding GST.

PRICING (excluding GST)

Regional District Landfill

Year 1 November 1, 2020– October 31, 2021

Item	**Description**	**Quotation** Monthly Bin Rental	**Quotation** Hauling Charge
1	Corrugated Cardboard 50 yard bin	$ /Bin	$ /Bin Haul
2	Multi Recycling 30 yard bin	$ /Bin	$ /Bin Haul

For evaluation purposes, the estimated number of annual hauls

Regional Landfill
Cardboard 10 hauls annually
Mixed 7 hauls annually

REGIONAL DISTRICT OF NANAIMO

Church Road Transfer Station

Year 1 November 1, 2020 – October 31, 2021

Item	Description	Quotation Monthly Bin Rental	Quotation Hauling Charge
1	Corrugated Cardboard 40 yard bin	$ /Bin	$ /Bin Haul
2	Multi Recycling 30 yard bin	$ /Bin	$ /Bin Haul
3	Lidded newspaper 20 yard bin	$ /Bin	$ /Bin Haul

For evaluation purposes, the estimated number of annual hauls

Church Road Transfer Station
Cardboard **10 hauls annually (total for both bins)**
Mixed **5 hauls annually**
Newsprint **3 hauls annually**

ACCEPTANCE

.1 This Bid is open to acceptance for a period of sixty (60) days from the date of bid closing.
.2 Submission of this Bid implies acceptance of the existing conditions at all sites.
.3 We understand that the lowest or any Bid will not necessarily be accepted.
.4 The RDN reserves the right to waive minor defects or irregularities in the bid and correct any mathematical errors.
.5 The RDN does not pay fuel surcharges.

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)

REGIONAL DISTRICT OF NANAIMO

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the <XX> day of <Month>, 20<XX>.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

<Company Name>
<Street Address>
<City, Province, Country>
<Postal Code>

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Appointment

The Regional District retains the Contractor to provide the Services (herein called the "Services") described in Schedule 'B' which is attached hereto and forms part of this Agreement.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <Month Day, Year> and ending on <Month Day, Year>, unless sooner terminated as hereinafter provided.

3. Payment

The Regional District will pay to the Contractor, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. The Contractor agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Contractor.

4. Independent Contractor

The Contractor will be an independent contractor and not the servant, employee or agent of the Regional District. The Contractor is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Contractor authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Contractor's rendering of the Services pursuant to this Agreement.

5. Assignment and Sub-contracting

Unless already approved by the Regional District, the Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Ownership of Documents and Confidentiality

6.1 Title. The title, property rights, moral rights and ownership in and to all present and future materials and information produced or prepared by the Contractor pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the Regional District without any payment by the Regional District therefor.

6.2 Patent and Copyright. The title, property rights, moral rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the Regional District without any payment by the Regional District therefor.

6.3 Further Assurances. The Contractor shall upon request by the Regional District, do all such things and execute and deliver to the Regional District all such documents and instruments as the Regional District shall reasonably require in order to vest title, property rights and ownership in the Regional District and the Contractor shall execute and deliver all such assignments, documents and instruments as may, in the Regional District's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

7. Conflict

The Contractor shall not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Regional District, give rise to a conflict of interest between the obligations of the Contractor to the Regional District under this Agreement, and the obligations of the Contractor to such other person, firm or corporation.

8. Indemnity

The Contractor shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees,

SAMPLE

agents or Contractors, in the performance of the Services, or from the Contractor's breach of this Agreement.

9. Insurance

Comprehensive General Liability Insurance in an amount not less than two million dollars ($2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change and include a cross liability clause.

Automobile third party liability insurance in an amount not less than $2,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the Contractor.

10. Termination

Notwithstanding any other provision of this Agreement:

a) If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor.

b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'A', for services provided and expenses incurred to the date the said notice is given or delivered to the Contractor. The Contractor will refund to the Regional District any payment already made to the Contractor not yet earned.

11. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

12. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

SAMPLE

13. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

14. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

15. Freedom of Information

The Contractor acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

16. Collection of Personal Information

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

a) the purpose for collecting it;

b) the legal authority for collecting it; and

c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Contractor's collection of personal information.

SAMPLE

17. Governing Law

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

18. Worksafe BC Coverage

All employers with employees must be registered with WorkSafe BC and remittance up to date. Self-employed proprietors or partners in a partnership, must have Personal Optional Protection coverage.

19. Miscellaneous

All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.

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SIGNATORIES

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

For the Regional District of Nanaimo:

_____

Printed Name, Title

_____

Signature

For the Contractor, <Company Name>:

_____

Printed Name, Title

_____

Signature

SAMPLE

FEE SCHEDULE

Total compensation to be paid to the Contractor by the Regional District of Nanaimo shall not exceed a maximum of <**$XX,XXX.XX**> in Canadian Dollars. This compensation includes all fees and expenses including GST.

Payment by the Regional District to the Contractor will be upon receipt of monthly written invoices from the Contractor for completed services and will be paid on a net 30 days basis from date of receipt. (Invoices shall contain a written statement of account showing the calculation of all fees and should reference the Purchase Order Number.)

SCHEDULE 'B'
SCOPE OF WORK

<Enter scope of Services here or reference the Contractor's RFP/Tender response and include the response in the agreement.>

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