



**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

**REQUEST FOR PROPOSALS**

**For**

**AGRICULTURAL ORGANIC MATERIALS GRINDING/CHIPPING SERVICES**

**RDOS-19-PW-03**

**January 18, 2019**

# REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

## REQUEST FOR PROPOSALS

### AGRICULTURAL ORGANIC MATERIALS GRINDING/CHIPPING SERVICES

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**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**  
**REQUEST FOR PROPOSALS**  
**AGRICULTURAL ORGANIC MATERIALS GRINDING/CHIPPING SERVICES**

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**1. INTRODUCTION**

**1.1. PURPOSE**

The Regional District of Okanagan-Similkameen (Regional District) is inviting Proposals from qualified firms with expertise in organics materials reduction through grinding/chipping. Work will be done on private agricultural properties in specific areas of the Regional District to chip agricultural trees, vines and large volume prunings.

A chosen Proponent or Proponents will be directed by the Regional District to visit and provide quotes for work at private properties. If a quote is provided, the Regional District will direct a Proponent to work with those agriculturists that pay their allotted portion of estimated costs.

The Regional District will pay the chosen Proponent for all work related to grinding/chipping. The chosen Proponent will not be required by the Regional District to remove chips from an agricultural property. The Proponent is welcome to do additional work onsite, including tree removal and transporting chips, which will be paid for by the agriculturist directly to the Proponent.

Detailed Specifications are contained in the Scope of Work section of this package.

**1.2 BACKGROUND**

The Regional District has provided subsidized agricultural chipping programs for over a decade. The purpose of this program is to reduce agricultural burning.

Currently the Regional District requires agriculturists pay one quarter (¼) of the estimated costs for chipping. The current Contractor meets the agriculturist on site to determine the estimated volume of materials. Quotes are provided by the current Contractor based on the estimated cubic metres to be chipped.

In the past, the Regional District had the same contract for landfill grinding and the agricultural grinding/chipping program. This RFP will allow the two programs to operate separately under different contracts. Many agricultural properties have difficult or steep access that requires a smaller grinder/chipper than needed for landfill specifications.

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

**AND/OR**

**Attention: J. Johnson at [info@rdos.bc.ca](mailto:info@rdos.bc.ca)**

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

**TIME: 3:00 PM local time  
DATE: Thursday, February 28, 2019**

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](mailto: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 Time of Closing. 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.

Cameron Baughen

Email: [cbaughen@rdos.bc.ca](mailto:cbaughen@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.

### **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.

“**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. The Proponent shall provide a brief listing of all proposed modifications and /or deletions to the terms and conditions set out in the RFP, or it will be deemed that every clause will be strictly adhered to.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s 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 evaluation team will not be limited to the criteria listed in Appendix ‘A’, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

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. ACCEPTANCE OF PROPOSAL**

The acceptance of a Proposal for the Work will be made in writing from the Regional District, and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out and agreed upon in the Proposal.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the draft Contracting Services Agreement provided in Appendix 'C'. The agreement attachments will include the entire Request for Proposal, all Addenda, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

### **3.9. 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.

### **3.10. 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.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

### **3.11. 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.

### **3.12. 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.

### **3.13. 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.

### **3.14. 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. METHODOLOGY**

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project, specifically an understanding of the project critical issues.

The Proposal shall contain:

- An outline of strategies and skills that will be used to manage the project's expectations, resources, and budget and to ensure quality control.
- How the environmental aspects will be managed including recording of all fossil fuel consumption.
- Discuss how each task will be carried out and what services or interaction is required from/ with the Regional District. Suggest alternative, if appropriate.
- Identify any specialized equipment, unique approaches, or concepts or cost saving measures which your company may use relevant to the required services.

#### **4.3. SCHEDULING**

The Proposal shall contain a work schedule as indicated in 6.7 SCHEDULE OF SERVICE

#### **4.4. FEES AND DISBURSEMENTS**

Please see **6. TERM AND FINANCIAL CONSIDERATIONS** and **7. PROPOSAL COST AND EQUIPMENT** Sections of this Proposal.

#### **4.5. 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 and sub-consultants prior to acceptance of the Proposal.

#### **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 purposes.

#### **4.7. SAFETY REQUIREMENTS**

During completion of the work, the Contractor is required to meet or exceed at all times, the requirements as detailed in the Regional District Health & Safety Manual. Prior to any onsite work, the Contractor will provide their Corporate Health and Safety Manual to the Regional District.

#### **4.8. WORKERS COMPENSATION ACT**

The Proponent, and any proposed Sub-contractors, should 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 Work Safe BC.

#### **4.9 INSURANCE**

The Contractor shall, without limiting its' obligations or liabilities under this contract, procure and maintain at its own expense and cost, the insurance policies listed in Appendix 'B', Insurance and Indemnity Requirements. The insurance policies shall be maintained continuously from the date of commencement of the work provided under this Contract until the Regional District certifies in writing completion of the work.

## **5. SCOPE OF WORK AND SCHEDULE**

### **5.1. STATEMENT OF UNDERSTANDING**

In their own words, the Proponent must show that they have an understanding of the essential tasks required to meet regulatory requirements and to identify the Work involved to complete the project. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP within the project schedule.

The Contractor shall supply 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.

### **5.2. GEOGRAPHIC AREA OF WORK**

Work will take place in the South Okanagan and Similkameen Valleys on agricultural properties around Penticton, Oliver, Osoyoos, Keremeos, Cawston, Naramata and Okanagan Falls.

### **5.3. TYPE OF MATERIALS**

The Contractor will only be compensated by the Regional District for the chipping of agricultural organic waste including:

- Whole agricultural trees or separated branches, trunks and roots;
- Agricultural vines including roots;
- Agricultural prunings.

The Contractor may do additional work for a property owner or agriculturist but will be required to charge the property owner or agriculturist directly for the additional work.

### **5.4. REFUSING WORK**

The Contractor retains the right to refuse any work. Reasons for refusing work may include:

- Not being able to safely access a site,
- Determination that contaminates are too high for grinding/chipping.

The Regional District will not be responsible for the costs or work that is refused including quotes.

### **5.5. PROVIDING QUOTES**

The Regional District will e-mail the Contractor with contact information for agriculturists that have requested a quote for work. From receipt of the e-mail, the Contractor will have 14 days to call the Agriculturist to arrange for an onsite assessment and 60 days to provide the assessment and quote.

The quote will only include the agreed mobilization cost and the price per volume of materials estimated to be chipped. Should the Contractor determine that the work cannot proceed, the Contractor will e-mail the Regional District stating why the quote was not provided.

The Contractor will not be compensated for providing a quote. It is expected, to save time and costs, that the Contractor will schedule multiple site visits on one day to provide quotes in an area.

Table: Historic quotes per year and number of completed jobs

<b>Year</b>	<b>Quotes Provided</b>	<b>Jobs</b>	<b>Approximate m3 chipped</b>
2018	47	11	2,896
2017	40	12	2,861
2016	32	17	3,651
2015	48	16	3,401
2014	47	9	2,244

**Outline in Proposals, the process by which an estimate is calculated.**

**5.6. APPROVAL OF WORK**

After reviewing the quotes and receiving any necessary payments from the agriculturist, the Regional District will direct the Contractor to schedule a grinding time with the agriculturist.

**5.7. SCHEDULING WORK**

The Contractor will schedule the timing of all work approved by the Regional District. To allow time for growers to pull their crops off and prepare their property for replant, most work will generally be completed in the late fall, winter or early spring.

It is expected that the Contractor will schedule multiple jobs in an area at a given time to reduce the cost for transporting equipment from community to community.

**5.8. CHIP SPECIFICATIONS**

Ground particle size must be approximately 2.5 to 5 cm (1 to 2 inches) in diameter.

**5.9. CHANGE FROM QUOTE**

In the event the agriculturist adds additional material not included in the quote, the Contractor will inform the Regional District and agriculturist. The agriculturist will be required to pay their portion of any additional costs for the additional work or the Contractor will only grind the materials within the quoted amount.

**5.10. REPORTING REQUIREMENTS**

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

- Volume Reports indicating date, times, volume and type of material ground.
- All fossil fuel consumption, including all subcontractors, for all equipment used.

The Proposal shall describe how the Contractor will track and report to the Regional District the fossil fuel consumption.

#### **5.11. PRODUCT MEASUREMENT AND PAYMENT**

- a) The unit price per cubic meter of processed material shall be as stated within their Proposal.
- b) At any time the Contractor shall, in the presence of a Regional District representative, provide proof of the actual volume of finished ground materials.

#### **5.12. SITE SAFETY**

- 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) The Contractor must provide prior to Contract Commencement an onsite Safety Plan which must include safety protocols.
- c) The Contractor shall outline all Safety Measures to be implemented prior to Site work commencement including but not limited to all guards, screens, warning signs, barricades and any other safety works that are in place to protect their own employees and others on site from flying debris, dust and equipment operation hazards.

### **6. TERM AND FINANCIAL CONSIDERATIONS**

#### **6.1 TERM**

Should the Regional District choose to enter into a Service Contract the effective term of the Contract will be for a 4 (four) year period from the date of commencement. At the discretion of the Regional District the Service Contract Term may be extended for a period of up to an additional three (3) years (the "Renewal Term").

#### **6.2 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 in respect of Agricultural Grinding/Chipping,

The unit price shall be adjusted yearly on the anniversary of Contract commencement by the amount obtained by multiplying such amounts by the percentage change in the "Transportation" component of the All-Items Consumer Price Index for BC published by Statistics Canada for the immediately preceding 12 month period if the percentage change is positive, any such increase shall not exceed three percent (3%).

If this CPI index is not immediately available on the anniversary date of Contract commencement, 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.

**7. PROPOSAL COST AND EQUIPMENT**

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.

**7.1 COST**

Price cost per cubic metre for Agricultural Grinding Program	\$/m3
Mobilization cost per grinding event	\$

**Please outline the process by which an estimate is calculated.**

**7.2 EQUIPMENT**

Provide a complete list of equipment resources, including grinders, loaders, excavators, trucks, that is included in the Proposal. Please provide information on chip sizes for grinding and for chipping equipment.

<b>Equipment Force Account Rates</b>		
<b>Equipment Description</b>	<b>Manufacturer / Model</b>	<b>Year</b>



**APPENDIX 'A'**

**REQUEST FOR PROPOSALS EVALUATION FORM**

Proponent's Name: _____			
Project Title:           AGRICULTURAL ORGANIC MATERIALS GRINDING/CHIPPING 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	10	
	Experience of firm and project team members	10	
	Past Performance / References	5	
	Resources	5	
Proposal (30-50 points)	Scope	5	
	Methodology	10	
	Environmental Performance	5	
	Scheduling	5	
	Project Team - Level of Effort & Capacity	10	
	Clarity of Proposal	5	
Price (20-50 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (30% weight)	30	
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 [see criteria below]**  
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.

**APPENDIX 'B'**

CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BETWEEN :

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

101 Martin Street  
Penticton, British Columbia, V2A 5J9

(hereinafter called the "Regional District")

OF THE FIRST PART

AND :

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Contractor has agreed to provide certain professional services to the Regional District in connection with a certain project described as follows:

-----

AND WHEREAS the parties hereto wish to set out herein their respective rights and obligations.

NOW THEREFORE, the Regional District and the Contractor in consideration of their mutual rights and obligations as hereinafter set forth do hereby agree as follows:

**Article 1 Contractor's Duties**

- 1.1 The Contractor shall provide to the Regional District all services set out in the Request for Proposal (attached hereto as Schedule "A") and the Contractor's submission (attached hereto as Schedule "B"), both of which form part of this agreement.
- 1.2 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 science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.
- 1.3 It is agreed that in awarding the professional services encompassed within this agreement to the Contractor, the Regional District has relied upon the Contractor's representations concerning the experience of certain identified personnel in the employ of the Contractor. It is agreed that, in

performing the services under this agreement, the Contractor shall assign such identified personnel to the project.

- 1.5 The Contractor shall request of the Regional District any information or data contained in Regional District files which the Contractor requires in order to perform the services. The Regional District is only obligated to provide to the Contractor information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Contractor may rely on such information or data as may be provided by the Regional District without independent verification.
- 1.6 To ensure that the Project is processed in a timely manner, the Contractor and the Regional District will apply their best efforts to meeting the following deadlines:
- a) Phone call inquiries from the Regional District will be returned within 24 hours;
  - b) Public inquiries to the Contractor on technical issues will be returned within 48 hours;
  - c) Meetings will be scheduled within 5 working days from date of request;
  - d) Review comments for material submitted by the Contractor will be processed by the Regional District within 14 days of receipt.
- 1.7 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.

Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.

## **Article 2 Fees and Disbursements**

- 2.1 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-Silkamoon, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 2.2 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.
- 2.3 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.
- 2.4 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.

## **Article 3 Confidentiality, Ownership and Use of Documents and Materials**

- 3.1 The Contractor shall act in a confidential manner and make his best efforts to keep confidential all communications, plans, specifications, reports or other information used in connection with

the project unless the same are stated by the Regional District to be in the public domain except as required by law; or by prior written consent of the Regional District. The Contractor shall instruct all his employees and agents of the obligations under this Article.

- 3.2 All drawings, plans, designs, specifications, photographs, digital data, and other intellectual properties and materials developed exclusively for the Work are the property of the Regional District regardless of whether the project proceeds and the Regional District reserves the copyright, patent and trademark therein and in the work executed there from and they shall not be used on any other work without the prior written agreement of the Regional District.
- 3.3 The Regional District acknowledges and agrees that the Contractor's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Contractor's reports, drawings, plans, designs, specifications, processes, documents, or other information by the Regional District or third parties shall be at the Regional District's sole risk and responsibility.

#### **Article 4 Special Tools and Equipment**

- 4.1 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.
- 4.2 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 5 Termination and Suspension**

##### **By the Regional District :**

- 5.1 If the Contractor is in default in the performance of any of its 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.

- 5.2 If the Regional District decides for any reason not to proceed with the Project, 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:**

- 5.3 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.

- 5.4 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 6 Compliance With Law**

- 6.1 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.
- 6.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

#### **Article 7 Insurance**

- 7.1 At the time of signing this Contracting Services Agreement, the Contractor shall provide, maintain, and pay for Comprehensive General Liability Insurance on an occurrence basis for the Contractor with insurance limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury and property damage and shall include coverage for:
1. premises, activities and operations liability
  2. blanket contractual liability
  3. cross liability
  4. contingent employer's liability
  5. owners and Contractors protective liability
  6. employees as additional insureds
  7. personal injury
  8. broad form loss of use
  9. owned and non-owned automobile liability
  10. the Regional District as an additional insured
- 7.2 The Contractor shall provide, maintain, and pay for insurance on Equipment rented or owned by the Contractor to its full insurable value.
- 7.3 The Contractor shall, at all times, indemnify and save harmless the Regional District and its officers, directors, agents, and employees from and against all claims, damages, losses and

expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Contractor.

The Regional District shall, at all times, indemnify and save harmless the Contractor and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Regional District.

#### **Article 8 Arbitration**

- 8.1 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.
- 8.2 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 9 Independent Contractor**

- 9.1 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 10 Waiver**

- 10.1 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 11 Records and Audit**

- 11.1 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.
- 11.2 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.

#### **Article 12 Successors and Assigns**

- 12.1 This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns.
- 12.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

**Article 13 Term**

13.1 The parties hereto agree that the Term of this Contracting Services Agreement will be from \_\_\_\_ to \_\_\_\_.

**Article 14 Entire Agreement**

14.1 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.

14.2 The Contractor, by signing this agreement, is agreeing in writing to be the Principal Contractor 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 and the duties and responsibilities normally required of a Contractor by the Workers' Compensation Board.

14.3 Wherever the masculine gender is used in this agreement it includes the feminine and body corporate where the context so requires.

SAMPLE



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:

\_\_\_\_\_  
*Karla Kozakevich, Chair*

\_\_\_\_\_  
*Bill Newell, Chief Administrative Officer*

**CONTRACTOR**  
by its authorized signatories

\_\_\_\_\_  
*Authorized Signatory*

\_\_\_\_\_  
*Authorized Signatory*

*Corporate seal*

SAMPLE