



**REQUEST FOR TENDERS NO. 21-088**

**SOLID WASTE MATERIALS HAULING SERVICES**

**ISSUED:** December 1, 2021

**CLOSING DATE AND TIME:**

Tenders must be received on or before:

**3:00 PM (15:00 hrs) Pacific Time on December 16, 2021**

**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](mailto: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.



## **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, December 16, 2021 as follows:

By email only: In PDF format with the subject line "21-088 Materials Hauling" to:

[kguizzetti@rdn.bc.ca](mailto: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 sites 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](http://www.rdn.bc.ca)) and the BC Bid website ([www.bcbid.gov.bc.ca](http://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 completed as 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.

**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 request that RDN consider revisions to the form of Contract. 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.



## TECHNICAL SPECIFICATIONS

### Scope of Work

The Regional District of Nanaimo is seeking Tenders from experienced and qualified companies to provide bins and hauling and disposal services of materials 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.. All materials are to be hauled to licenced facilities within the Regional District of Nanaimo.

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 craft paper material. Recyclable materials are defined as newsprint, mixed wastepaper, magazines, metal food or beverage containers, aluminum foil, HDPE, and LDPE plastic containers.

Fixed pricing is requested for the term of the Agreement. Anticipated start date is February 1, 2022. 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:**

The successful Proponent must provide a forty (40) 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 licenced facilities within the Regional District of Nanaimo.



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

<b>Weights in KGs for Regional Landfill-2020</b>		
<b>Month</b>	<b>Recycle - Corrugated Cardboard</b>	<b>Recycle - Misc</b>
January	13,615	3,655
February	8,200	3,495
March	9,380	3,255
April	11,255	3,075
May	15,325	2,465
June	14,035	3,170
July	11,745	3,485
August	12,935	4,140
September	12,775	4,175
October	11,545	3,655
November	11,425	3,575
December	12,860	4,015
<b>Total</b>	<b>145,095</b>	<b>42,160</b>

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 Regional Landfill.

Cardboard Bin- 1 x 40 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 Regional Landfill site are to be weighed on the Regional Landfill 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:**

The successful proponent must provide the Church Road Transfer Station with Nine (9) bins (3 wood, 2 Cardboard, 1 Paper, 1 Plastic and tin (Misc), 1 Gypsum and 1 ACM Gypsum) with all materials to be hauled to licenced facilities within the Regional District of Nanaimo.

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



Weights in Kg's for CRTS- 2020						
Month	ACM-Gypsum	Gypsum	Cardboard	Recycle - Misc	Paper	Wood
January	1,625	13,760	18,020	1,610	6,400	33,770
February		11,820	15,850	1,330	2,390	37,040
March	1,935	18,480	14,180	1,470	7,440	65,690
April		23,000	15,690	2,190	2,330	61,550
May	1,820	18,140	20,700	1,730	4,320	68,800
June		21,540	25,460	2,380	5,630	67,110
July	1,625	13,790	19,800	2,050	7,330	71,240
August		20,780	24,440	7,130	11,190	80,910
September	1,380	18,220	17,190	3,380	2,980	68,330
October	1,465	21,830	22,720	1,680	5,710	69,100
November		26,410	21,000	1,170	2,820	51,350
December	1,540	15,670	23,580	790	3,590	44,460
<b>Total</b>	<b>11,390</b>	<b>223,440</b>	<b>238,630</b>	<b>26,910</b>	<b>62,130</b>	<b>719,350</b>

All recyclable wood from the CRTS is to be hauled to the Regional Landfill.

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 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.

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

Recyclable Gypsum – 1 x 40 cubic yard bin

Non-Recyclable Gypsum – 1 x 12 cubic yard bin lidded; this bin will have Asbestos Containing Material (ACM) in it.

Wood Bins – 3 x 40 cubic yard bins

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 SOLID WASTE MATERIALS  
Page 1 of 3**

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

To: Kevin Guizzetti at [kguizzetti@rdn.bc.ca](mailto:kguizzetti@rdn.bc.ca)

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**

**February 1, 2022 – March 31, 2023**

Item	Description	Quotation	
		Monthly Bin Rental	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 monthly hauls:

<b>Regional Landfill</b>	
<b>Cardboard</b>	<b>10 hauls monthly</b>
<b>Mixed</b>	<b>7 hauls monthly</b>



**REGIONAL  
DISTRICT  
OF NANAIMO**

**Church Road Transfer Station**

**February 1, 2022 – March 31, 2023**

<b>Item</b>	<b>Description</b>	<b>Quotation Monthly Bin Rental</b>	<b>Quotation Hauling Charge</b>
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
4	Recyclable Gypsum 40-yard bin	\$ /Bin	\$ /Bin Haul
5	Non-Recyclable Gypsum 12-yard lidded bin	\$ /Bin	\$ /Bin Haul
6	Recyclable wood 40-yard bin	\$ /Bin	\$ /Bin Haul

For evaluation purposes, the estimated number of monthly hauls

**Church Road Transfer Station**

**Cardboard                                    10 hauls monthly (total for both bins)**  
**Mixed                                        5 hauls monthly**  
**Newsprint                                    3 hauls monthly**  
**Recyclable Gypsum                        2 hauls monthly**  
**Non-Recyclable Gypsum                 1 haul monthly**  
**Recyclable Wood                            16 hauls monthly (haul to Regional Landfill)**



**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**  
**GENERAL SERVICES AGREEMENT**

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

BETWEEN:

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

AND:

<Enter Company Name & Address>

**NOW THIS AGREEMENT WITNESSETH:**

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

**1. Services**

Services provided are described in Schedule "A" (the "Services"). The Contractor shall perform the Services with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement and shall furnish all personnel required to perform the Services to the required standard, and all such personnel shall be competent and qualified to perform the Services. All materials to be transported to licenced facilities within the Regional District unless otherwise noted.

**2. Term**

The Term of the agreement commencing on \_\_\_\_\_, \_\_\_\_\_ and ending on \_\_\_\_\_, \_\_\_\_\_, unless sooner terminated as hereinafter provided.

**3. Payment**

Full payment for the Services is set out in Schedule 'B' at the times and in the manner therein set out. All costs associated with the service are included and for certainty, there is no allowance for any additional disbursements, fees, or costs whatsoever.

**4. Independent Contractor**

Both parties will always be independent of each other and not the servant, employee, or agent of either party.



**5. Assignment and Sub-contracting**

Both parties will not, without the prior written consent of either party, assign or subcontract this Agreement or any portion thereof.

**6. Indemnity**

Notwithstanding the provision of insurance coverage by the RDN, the Service Provider hereby agrees to indemnify and save harmless the RDN and their successor(s), assign(s) and authorized representative(s) (the “Indemnified Parties”) and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as “Claims”) that the RDN may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Service Provider or its Subcontractor(s), servant(s), agent(s) or employees(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDN, its other contractors(s), assign(s) and authorized representative(s) or any other persons.

**7. Insurance**

The Contractor shall provide, maintain, and pay for the following insurance:

“All risks” equipment insurance covering owned, and non-owned machinery and equipment used by the Service Provider for the performance of the Services.

Automobile third party liability insurance with respect to owned and leased automobiles used directly or indirectly in the performance of the Services covering liability for bodily injury, death, and damage to property with a limit of not less than \$5,000,000 inclusive for each loss.

Comprehensive General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than \$5,000,000 per occurrence, indicating that the RDN are additional insureds and contain a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured. The Policy shall contain a clause providing that the RDN will receive 30 days notice of cancellation or of any material change in coverage which will reduce the extent of coverage provided to the RDN. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the RDN.

The Contractor is responsible for paying any insurance deductibles.

**8. Termination**

Either Party may terminate this Agreement at any time upon giving the other Party thirty (30) days’ written notice of such termination.



**9. Counterpart**

This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

**10. WorkSafe BC**

The Contractor shall be responsible for any applicable WorkSafe BC assessments relating to any work under this Agreement. The Contractor must remain in good standing with WorkSafe BC and comply with all Workers' Compensation Board legislation in the Province of British Columbia.

**11. Freedom of Information and Protection of Privacy Act**

The Regional District is subject to the Province of British Columbia's Freedom of Information and Protection of Privacy Act. All documents shall be received and held, to the extent reasonable, in confidence by the Regional District and the information shall not be disclosed except to the degree necessary for carrying out the Regional District's purposes or as required by law.

**12. Dispute Resolution**

All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the Regional District and the Contractor be submitted to mediation.

**13. Delay in Performance**

Neither the Regional District nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, pandemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the Regional District or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**14. Governing Law**

The Agreement shall be construed under and according to the laws of the Province of British Columbia.



IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District of Nanaimo:

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Printed Name, Title

---

Signature

For <Enter name of company>:

---

Printed Name, Title

---

Signature



**SCHEDULE "A"**

**SCOPE OF SERVICE**

Services will be provided as outlined below:

**SCHEDULE "B"**

**FINANCIALS**

<Insert Financials>

The Service Provider shall submit invoices to the Regional District for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period.

The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed and the billing rates. The Service Provider shall also provide to the Regional District upon written request such receipts, bills, invoices, or other evidence in support of each invoice for a billing period as the Regional District shall request.

Except for the amounts which the Regional District in good faith is disputing and except for any set off which the Regional District may claim and except for invoices (or portions of invoices) in respect of which the Regional District has requested and not received supporting evidence, the Regional District shall pay invoices submitted to it for the Services within 30 days' receipt thereof.