



**REQUEST FOR PROPOSAL**

**FOR THE PROVISION OF**

**SOLID WASTE EXPORT – TRUCKING COMPONENT**

**RFP ES-027-16**

**TUESDAY, 6 DECEMBER, 2016**

## Table of Contents

1. DEFINITIONS .....	4
2. SUMMARY OF PROPONENT'S MINIMUM REQUIREMENTS .....	5
3. SUBMISSION DETAILS .....	6
3.1. Deadline .....	6
3.2. Delivery Address .....	6
3.3. Form of Submission.....	6
3.4. Mandatory Information Meeting .....	6
3.5. Clarifications, Questions and Inquiries.....	6
3.6. End of Inquiry Period .....	7
4. INTRODUCTION.....	7
4.1. Competition Intended.....	7
5. TERMS OF REFERENCE.....	8
5.1. Summary .....	8
5.2. Background .....	8
5.3. Objectives.....	8
5.4. Scope of Work.....	8
5.5. Specifications .....	9
5.6. Fees .....	11
5.7. Assumptions and Constraints .....	11
5.8. Submission Requirements.....	11
5.9. Company Profile and Experience .....	12
5.10. Safety Record.....	12
5.11. Sustainability .....	13
5.12. Price .....	13
6. GENERAL INFORMATION .....	14
6.1. Award .....	14
6.2. Proposal Format .....	14
6.3. Schedule .....	14
6.4. Pricing .....	15
6.5. Acceptance Period .....	15
6.6. Proponent Contact.....	15
6.7. Supplemental Information.....	15
6.8. Proponent Incurred Costs.....	15
6.9. Freedom of Information .....	15
6.10. Workplace Safety and Insurance Board.....	15
6.11. Insurance Requirements.....	16
6.12. Evaluation.....	16
6.13. Errors and Omissions .....	17
6.14. Non-collusion.....	17
6.15. Termination .....	17
6.16. Conflict of Interest.....	18
6.17. Intent of Award .....	18
6.18. Litigation.....	18
6.19. Subcontracting .....	18
6.20. Limited Submissions Received .....	18
6.21. Proponent's Responsibility .....	19
6.22. Taxation .....	19
6.23. Award of Contract.....	19
6.24. Addenda.....	19

7. Evaluation Scoring Sheet .....	20
8. Proposal Evaluation Table.....	21
9. Appendix A – Documents for Submission.....	22

# 1. DEFINITIONS

**“Bings Creek”** means the CVRD Bings Creek Recycling Centre located at 3900 Drinkwater Road, Duncan, BC.

**“CVRD”** means the Cowichan Valley Regional District.

**“CVRD Manager”** means the Manager of the Recycling & Waste Management Division.

**“MSW”** means Municipal Solid Waste.

**“BC MoT”** means the British Columbia Ministry of Transportation and Infrastructure.

**“Subcontractor”** means any person, firm or corporation not contracted with or employed directly by the CVRD for performing any of the Work but contracted with or employed directly by the Proponent for a portion of the Work.

**“Rabanco” or “RDC”** means the Regional Disposal Company, also referred to as Roosevelt Regional Landfill, located in Roosevelt, Washington. The facility is operated by Regional Disposal Company.

**“Response”** means the proposal submitted by the Proponent.

**“RFP”** means Request for Proposal.

**“Proponent”** means any person or company that submits a proposal under this RFP.

**“TMS facility”** means the Transport Management System Intermodal facility located at 10610 Timberland Road, Surrey, BC.

**“Work” or “Works”** shall mean the duties described under Section 5.4 – *Scope of Work*.

## 2. SUMMARY OF PROPONENT'S MINIMUM REQUIREMENTS

1. Possess a minimum of five (5) years relevant experience in commercial transportation of goods with 48-52 foot trailers;
2. Possess the ability to efficiently haul CVRD MSW to TMS facility and return empty rail containers to Bings Creek. The hauling will include the use of barge;
3. Possess the ability to provide fourteen (14) dedicated chassis and tractor hauling services for 52 foot open top rail containers. Equipment may not be older than 2011. RDC will be responsible for dedicating approximately sixteen (16) rail containers for the CVRD/Proponent's use);
4. Possess a minimum of eight (8) highway tractor units registered in the Proponent's name;
5. Supply professional drivers and fully licenced, insured and maintained equipment capable of transporting 52 foot open top Rabanco rail containers containing MSW;
6. Maintain at least twenty (20) employees on staff (including drivers, administration staff, dispatch staff, etc.);
7. Possess a National Transportation Safety Code (NTSC) number and profile indicating a current rating status of 'satisfactory';
8. Possess an Insurance Corporation of British Columbia (ICBC) insurance rate indicating a minimum 40% discount current rating status;
9. Possess WorkSafe BC classification indicating a current rating status of a 'satisfactory' discount;
10. Be able to commence the Work on February 1, 2017 and carry the Work out until December 31, 2018; and,
11. Upon award of Agreement, be able to provide an Irrevocable Letter of Credit (ILOC) in the amount of twenty percent (20%) of the Annual Price (see line five in in the Proposal Pricing Form). The ILOC must be irrevocable for the term of the Agreement plus sixty (60) days.

### **3. SUBMISSION DETAILS**

#### **3.1. Deadline**

All submissions in response to this RFP must be submitted on paper and delivered **NO LATER THAN:**

**2:00:00 O'CLOCK PM PST**

**Thursday, January 19, 2017**

Responses received after the specified closing time will not be considered.

#### **3.2. Delivery Address**

The delivery address to be used for all submissions is:

Tauseef Waraich, Manager  
Recycling & Waste Management  
Engineering Services  
Cowichan Valley Regional District  
175 Ingram Street  
DUNCAN, BC V9L 1N8

Time will be determined in accordance with the time clock adjacent to the front counter of the Cowichan Valley Regional District, 175 Ingram Street, Duncan, British Columbia.

Each Proponent is responsible for the actual delivery of his/her Response to the address and location listed above and Responses will not be considered unless actually received at that location prior to the closing date and time regardless of whether the Responses have been given to couriers, delivery services, Canada Post or employees or agents of the region.

Responses submitted electronically or by fax will not be considered.

#### **3.3. Form of Submission**

The Response package must be submitted in accordance with *Section 5.8 - Submission Requirements* of this document.

#### **3.4. Mandatory Information Meeting**

An information meeting will be held to answer questions from all interested Proponents. This will be an opportunity to clarify any aspects of the RFP. The meeting will be held with Jason Adair, Superintendent, Solid Waste Operations at **2:00 PM, Wednesday, December 14, 2016** at Bings Creek at 3900 Drinkwater Road, Duncan. Attendance is mandatory.

#### **3.5. Clarifications, Questions and Inquiries**

Any questions regarding this RFP may be submitted to Tauseef Waraich, Manager, Recycling & Waste Management, by email, using the contact information below:

Tauseef Waraich, Manager  
Recycling & Waste Management  
twaraich@cvrld.bc.ca

During the competitive bid process, Proponents are cautioned not to contact the employees of the CVRD concerning this RFP, other than the person(s) named in this document. If any Proponent is found to be in communication with persons other than the persons named in this document, it may result in the CVRD disqualifying the Proponent's bid and/or any future bids from consideration. No information given verbally by the CVRD or by means of telephone will be binding nor will it be construed as to change the requirements of this RFP in any way.

### **3.6. End of Inquiry Period**

Questions and inquiries, both verbal and written, will be accepted from any and all organizations intending to respond to this RFP provided that all questions are received no later than **one (1) week** prior to the closing date, as set out in *Section 6.3 – Schedule*.

Answers will be made available as an addendum to this RFP and will be issued after the close of the inquiry period. Answers will be posted on the BC Bid website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and on the CVRD website at <http://bc-cowichanvalley.civicplus.com/index.aspx?NID=1486>.

## **4. INTRODUCTION**

The CVRD invites qualified Proponents to respond to this RFP for the provision of Solid Waste Export - Trucking Component.

The Response must be submitted in the prescribed format. If requested, the Proponent must be prepared to meet with CVRD staff to review their submission.

The intent of *Section 5 - Terms of Reference* (below) is to describe the desired minimum specifications for the work. An abbreviated version of the minimum requirement is also provided in *Section 2 – Summary of Proponent's Minimum Requirements*.

**The CVRD intends to enter into an Agreement with the Proponent whose Response, in the sole judgment of the CVRD, most effectively meets the requirements of this RFP.**

### **4.1. Competition Intended**

The CVRD's intent in this RFP is to permit competition. It shall be the Proponent's responsibility to advise the CVRD Manager in writing of any language, requirement, specification or combination thereof, which inadvertently restricts, or limits the requirements stated in the RFP. Such notification must be received by the CVRD Manager **no later than one (1) week prior to the closing date**.

The CVRD expects that all Proponents be able to furnish satisfactory evidence that they have the ability, experience and capital to enable them to complete this contract.

## **5. TERMS OF REFERENCE**

### **5.1. Summary**

The CVRD currently exports its MSW to Rabanco in Washington State. The Proponent will be responsible for trucking CVRD MSW from Bings Creek in Duncan, BC to the TMS facility in Surrey, BC using Rabanco rail containers and returning those empty rail containers to Bings Creek. Rabanco will be responsible for dedicating approximately sixteen (16) rail containers for the CVRD/Proponent's use and is responsible for the rail hauling and landfill disposal of MSW and rail return of the containers to and from the TMS facility.

The Proponent will supply the trucking services in the form of:

1. Fourteen (14) dedicated chassis and tractor hauling services for 52 foot open top rail containers (supplied by Rabanco); and,
2. Back-up equipment and service capacity that is to be made immediately available to ensure uninterrupted service. A minimum of one empty Rabanco rail container must be available at all times at Bings Creek to ensure expedient and efficient movement of MSW.

Any additional equipment that may be required to perform the Work will be in addition to that outlined in this RFP and is to be the responsibility of the Proponent.

The Works are to commence on February 1, 2017 and terminate on December 31, 2018, unless a mutually negotiated extension is in place at that time.

### **5.2. Background**

The CVRD provides waste management services for the region including operation of:

1. Bings Creek Recycling Centre located at 3900 Drinkwater Road, Duncan
2. Peerless Road Recycling Centre located at 10830 Westdowne Road, Ladysmith
3. Meade Creek Recycling Centre located at 8855 Youbou Road, Lake Cowichan

As the CVRD does not have a regional landfill nor an incinerator, MSW is consolidated at Bings Creek Recycling Centre for transport via truck, barge and rail to Rabanco in Washington for landfill disposal.

### **5.3. Objectives**

The CVRD's goal is to transport CVRD MSW from Bings Creek to the TMS facility in an environmental, economical, socially beneficial and responsible manner.

### **5.4. Scope of Work**

1. Trucking MSW in Rabanco rail containers from Bings Creek to the TMS facility and returning the empty rail containers to Bings Creek. This includes marine transport of Rabanco rail containers between Vancouver Island and the BC Mainland;
2. Ensuring that all loads of MSW are weighed at Bings Creek prior to leaving Bings



Creek. If loads are overweight, it will be the responsibility of the CVRD to remove excess material and bring the load into compliance;

3. Working closely with the CVRD and Rabanco to ensure safe and uninterrupted service;
4. Providing monthly reports on the tonnage and number of loads of MSW collected from Bings Creek based on CVRD weigh scale tickets; and,
5. Performing all the other duties and obligations necessary to successfully deliver and achieve the objectives described under Section 5.3.

## 5.5. Specifications

### 5.5.1 Quantities, Loading and Seasonal Fluctuations

The figures regarding total tonnage and number of containers shown below are provided as an estimate only of what may be expected on an annual basis. It should not be presumed accurate for any twelve month period as it is subject to daily and seasonal fluctuations and is furnished without any liability on behalf of the CVRD.

To ensure efficient hauling, the CVRD currently loads rail containers to a maximum net weight of 26.5 metric tonnes, as permitted by BC MoT.

Estimated Annual MSW Quantities and Container Services:

Daily Metric Tonnage (Mon - Fri)	Annual Metric Tonnes	Daily Loaded Rail Containers	Annual Loaded Rail Containers	Weight per Rail Container (Metric Tonnes)
70 - 100	20,000	3 - 5	800	26

Bings Creek is open everyday from 8:00 AM to 5:00 PM, except statutory holidays. The CVRD will endeavor to load the Rabanco rail containers year round at Bings Creek on a Monday-to-Friday basis, respecting statutory holidays and unscheduled interruptions.

The CVRD cannot predetermine the daily or seasonal volumes of MSW delivered to Bings Creek and has very limited storage capacity; therefore, some additional loads and/or weekend loading may take place from time to time. This will require adjusting pick-up/delivery schedules of the rail containers.

As a minimum, the Proponent shall ensure that there be at least one (1) empty rail container ready to load at Bings Creek upon the removal of a loaded rail container at all times.

Rail containers shall remain on the chassis during loading, after which CVRD employees will remove the loaded container from the loading area and tarp the container for transport; however, the Proponent may be required to perform this task if required. A dedicated tarping station will be provided at Bings Creek for this purpose. It is estimated to take 45 minutes for loading of a rail container by the CVRD, plus 15 minutes to remove and tarp the container.

The Proponent shall provide the required number of truck chassis to Bings Creek and be responsible for both the transfer of the active/full container to an empty container and the removal of the full container after being verbally notified by the CVRD.

Rabanco provides rail containers based on CVRD MSW quantities. Currently, there are approximately sixteen (16) Rabanco rail containers that the Proponent can use. As the CVRD loads an average of three to five (3-5) containers daily, this arrangement requires constant movement of the rail containers between the CVRD and TMS facility by the Proponent. It is therefore estimated that fourteen (14) chassis will be required to be in constant use, depending on MSW fluctuations. Other servicing arrangements which would require more rail containers to be provided by Rabanco for use by the CVRD/Proponent cannot affect the Work unless prior written consent is provided by the CVRD Manager.

#### 5.5.2 Ensuring Uninterrupted Service

The Proponent will work closely and cooperatively with the CVRD and Rabanco to ensure safe and adequate uninterrupted service takes place.

Should any of the Proponent's equipment not be operational for any reason or drivers not be available, the Proponent will be required to replace equipment and/or drivers on an interim basis the same day at no additional cost to CVRD.

#### 5.5.3 Responsibility of MSW and Containers

The CVRD will assume responsibility of all MSW collected at Bings Creek. The Proponent will assume responsibility for the MSW outside of Bings Creek, while the rail container is in transit or on a truck chassis and will immediately report any incidents involving the MSW to the CVRD.

The Proponent is responsible for any damage occurring at any time to any of the Rabanco containers in its possession that may be the result of an accident, vandalism or regular use and the Proponent must immediately undertake any repairs deemed necessary by the CVRD Manager. Repairs required due to damages are different from maintenance required due to 'normal wear and tear' which is ongoing responsibility of Rabanco. Containers used in the Work will be subject to an ongoing Rabanco inspection and maintenance program. The Proponent may wish to do a visual inspection of containers prior to use.

#### 5.5.4 Backhauling

Should the Proponent wish to utilize any of the Rabanco rail containers for backhaul purposes, such an arrangement is to be made directly with Rabanco and must not affect the CVRD Work.

#### 5.5.5 Overtime

Should any excess or overtime charges be incurred involving the use of the TMS facility for weekend/holiday Work, such costs shall be at the expense of the Proponent, unless prior written consent is provided by the CVRD Manager.

#### 5.5.6 Worker Qualifications

All workers employed by the Proponent must have sufficient knowledge, skills and experience to properly and successfully perform the Work assigned to them.

#### 5.5.7 Irrevocable Letter of Credit (ILOC)

An ILOC in the amount of twenty percent (20%) of the Annual Price for trucking rail containers should be provided upon the execution of the Agreement by the winning Proponent (see line five in the *Proposal Pricing Form*). The ILOC is irrevocable for the term of the Agreement (as set out in Section 5.1 – *Summary* and Section 5.7 – *Assumption and Constraints*) plus sixty (60) days.

#### 5.5.8 Requirement for Fuel Consumption Data Provision

As part of the CVRD's commitment to the BC Climate Action Charter, the CVRD will require the winning Proponent to communicate the quantity and type of fuel used to operate vehicles, equipment and machinery as part of the delivery of the Works described in this RFP. The CVRD will provide the necessary forms to be completed for this reporting.

The successful Proponent will be required to provide a brief written annual report showing the quantity and type of fuel used to operate vehicles, equipment and machinery as part of the delivery of the services described in this proposal.

### 5.6. Fees

Proponents shall provide a total all-inclusive upset price under this engagement, inclusive of all reimbursable expenses, disbursements and applicable taxes.

### 5.7. Assumptions and Constraints

The term of the Agreement resulting from this RFP expires on December 31, 2018, with the option to negotiate a further two (2) year term.

### 5.8. Submission Requirements

Utilizing only recyclable paper products and double-sided printing, the Proponent must submit a Response package containing the following:

1. **Four (4) copies** of the Proponent's Response to this RFP with one (1) labelled "original";
2. **One (1) copy** of the completed forms provided in Appendix A, submitted in a separate sealed envelope (within the same Response package); and,
3. **One (1) cover letter**, briefly summarizing the Proponent's understanding of this RFP and the CVRD's requirements. The cover letter must be on corporate letterhead, duly signed and sealed by an authorized official and enclosed in a sealed envelope.

The Response package must be clearly marked with:

1. "RFP ES-027-16 PROVISION OF SOLID WASTE EXPORT - TRUCKING COMPONENT"; and,
2. Proponent's name and contact information on the front cover of the package.

To facilitate the equitable evaluation of all submissions, Responses should not exceed eight (8) double-sided 8.5" x 11" sheets, excluding covering letter, resumes and appendices. The body of the submission shall adhere to the following outline:

- i. Company Profile and Experience
- ii. Company Capacity and Availability
- iii. Safety Record

- iv. Commitment to Sustainability
- v. Price

Submissions should reflect that the Proponent understands the objectives, context, issues and deliverables of the Work.

***Please respond to each of the following points below as these points comprise the basis for evaluation.***

## **5.9. Company Profile and Experience**

Demonstrate and provide:

1. A description and background of the company with proof of satisfactory history of a minimum of five (5) years of containerized intermodal transportation experience and three (3) references from current and former clients;
2. The capacity within the company in the form of the following documentations:
  - a. Organizational Chart, showing at least twenty (20) employees on the Proponent's staff (i.e. administration, dispatch, drivers, etc.);
  - b. Vehicle registration in the Proponent's name for eight (8) highway tractor units for services of 52 foot open top rail containers (supplied by RDC), and fourteen (14) dedicated chassis; and,
  - c. Professional drivers and fully licenced, insured and maintained equipment capable of transporting 52 foot open top rail containers containing MSW to and from Bings Creek and the TMS Facility.
3. The equipment supplied must be newer than 2011 and conform with BC MoT, CVRD and Rabanco loading and hauling requirements. The Proponent's equipment should not restrict the CVRD to load the containers with less than 26.5 net metric tonnes of MSW;
4. Current and past compliance records with applicable federal, provincial or local government laws, bylaws and licencing and/or permit conditions;
5. Provide verification of financial capacity by submitting appropriate documentation (e.g. notice of any liens, bankruptcy protection, etc.); and,
6. GST registration number.

Preference will be given to the Proponent that:

1. Possesses sufficient back-up capacity to ensure no disruption of the Work in the event of mechanical failure of equipment, or for any other reason; and,
2. Complies with applicable regulations.

## **5.10. Safety Record**

Provide proof of satisfactory safety record in the form of:

1. National Transportation Safety Code (NTSC) number and profile indicating a current rating status of 'Satisfactory';
3. Recent documentation indicating an Insurance Corporation of British Columbia (ICBC) insurance rate indicating a current rating status;
4. WorkSafeBC experience rating; and,
5. Names and driver's abstracts for all drivers that will provide service under an Agreement resulting from this RFP.

Preference will be given to:

1. Proponents demonstrating a WorkSafeBC experience rating adjustment discount rather than experience rating adjustment surcharge.

### **5.11. Sustainability**

Provide information outlining the following:

1. Sustainability and policy mission statement;
2. Information regarding biofuel or other alternative fuel that may be used in transportation or in equipment utilized for this service;
3. ISO 14001 or other environmental management systems used to enhance environmental performance;
4. Other sustainability initiatives and outcomes including a list of sustainability-related awards received;
5. Disclosure of environmental violations and fines for the past three (3) years; and,
6. Information about other initiatives that would support the CVRD's goals set out under Section 5.3 – *Objectives*.

Preference will be given to:

1. Proponents showing a measureable commitment to environmental sustainability; and,
2. Proponents that are committed to the use of alternative fuels in transportation and equipment utilized as part of this service.

### **5.12. Price**

Proponents shall provide a total all-inclusive upset price in Canadian dollars for the service in accordance with this document. Responses must contain exact methodology used to determine costs to the CVRD.

The CVRD is required to pay the Goods and Services Tax (GST). This tax must be shown separately and is not to be included in the unit prices or subtotal prices. Any Provincial Sales Tax (PST), if applicable, must also be shown separately from the unit prices or subtotal prices.

**The Pricing Form (see Appendix A) shall be submitted in a separate sealed envelope enclosed within the sealed Official Responses package envelope.**

## **6. GENERAL INFORMATION**

### **6.1. Award**

The award will be based upon the most qualified Proponent that can provide the Work required at a reasonable cost while having the greatest overall benefit to the CVRD. Price shall be considered, but need not be the sole determining factor. The CVRD may divide the Work and award portions of the Work to more than one Proponent if this is deemed to be the greatest overall benefit to the CVRD.

Notice in writing to the successful Proponent(s) of the approval of its Response by the CVRD Board and the subsequent execution of a service Agreement satisfactory to the parties and setting out the requirements based on this RFP and the Response and signed by both parties after the appointment shall constitute the making of the Agreement for the Work. The awarding of an Agreement will not permit the successful Proponent to advertise the relationship with the CVRD without the CVRD's prior authorization.

There is no obligation on the part of the CVRD to purchase more or less than the amount listed. The CVRD reserves the exclusive right to purchase more or less than the amount listed depending upon actual requirement during the term of the Agreement.

## 6.2. Proposal Format

Follow the structure outlined in Section 4.8 - *Submission Requirements* of this document when compiling a Response (i.e. use the same part, section, structure and identification). The CVRD discourages overly lengthy and costly Responses; however, in order for the CVRD to evaluate submissions fairly and completely, Proponents should follow the format set out herein and provide all of the information requested. Proponents are encouraged to provide further details that may demonstrate the excellence of their submission.

## 6.3. Schedule

The CVRD reserves the right to revise the dates in this request or to cancel this RFP without penalty or cost to the CVRD.

Event	Date
Release of RFP	<b>Tuesday, December 6, 2016</b>
Mandatory Site Information Meeting	<b>Wednesday, December 14, 2016 at 2:00 PM,</b>
End of Question Period	No Later Than <b>2:00 PM PST on Thursday, January 12, 2017</b>
RFP Closing	No Later Than <b>2:00 PM PST on Thursday, January 19, 2017</b>
Agreement Start Date ( <u>Estimated</u> )	Wednesday, February 1, 2017

The CVRD reserves the right to modify specified target dates and to reject any or all submissions or to cancel or withdraw the RFP for any reason without incurring any cost or liability for costs and damages incurred by any Proponent including, without limitations, any expenses incurred in the preparation of the submission.

## 6.4. Pricing

All Responses will be irrevocable after the date and time of opening and will remain open to acceptance for a period of one hundred and twenty (120) days. All costs to be paid by the CVRD shall be quoted in Canadian Dollars.

The lowest price offered to the CVRD will not necessarily be accepted and the CVRD reserves the right to accept any portion thereof.

Each Proponent will be fully responsible for the validity and accuracy of all costs and rates identified in its Response to the RFP.

#### **6.5. Acceptance Period**

All Proposals will be irrevocable, valid and open after the date and time of opening and are to remain open for acceptance for a period of one hundred and twenty (120) days.

#### **6.6. Proponent Contact**

Proponents should provide the name and contact information of one (1) representative for all communication concerning the RFP process.

#### **6.7. Supplemental Information**

Subsequent to the formal closing of the RFP, the CVRD may request additional information about the Proponent's submission by email to the Proponent's contact. The Proponent will provide a signed written response. The CVRD may require interviews to clarify a Proponent's response.

#### **6.8. Proponent Incurred Costs**

All costs incurred in the preparation and presentation of the RFP shall be wholly absorbed by the Proponent. All supporting documentation, details and manuals submitted with the RFP shall become the property of the CVRD. Proponents are advised that the information provided in this RFP shall be at their own expense for all costs related to the submission of the RFP.

#### **6.9. Freedom of Information**

All information obtained by the Proponent in connection with this RFP is the property of the CVRD and shall be treated as confidential and not used for any purpose other than to review this RFP and for fulfillment of any subsequent contract. Proponents may declare confidentiality of their RFP; however, the CVRD is required to adhere to the requirements of the *Freedom of Information and Protection of Privacy Act*, as amended.

#### **6.10. Workplace Safety and Insurance Board**

The Successful Proponent will be required to show proof of WorkSafeBC coverage prior to the start of the Agreement.

## 6.11. Insurance Requirements

The Successful Proponent shall at all times during the term of the Agreement and any extension or renewal thereof, at its own expense, obtain and provide the CVRD with evidence of:

- A. Commercial General Liability Insurance** against all claims for personal injury including bodily injury resulting in death and property damage with an inclusive limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence. Such policy shall name the CVRD as an additional insured with respect to the liability arising out of the operations of the named insured.
  
- B. Vehicle Liability Insurance** with an inclusive limit of not less Five Million Dollars (\$5,000,000.00) for vehicles of 5,000 kg gross vehicle weight (G.V.W.) or greater.

If such policies are cancelled, changed or materially altered in any way that would affect the CVRD, thirty (30) days prior written notice by registered mail will be given by the successful Proponent's insurer to the CVRD.

The CVRD reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to the contract as the CVRD may reasonably require from time to time.

### 6.11.1 Indemnification

The Proponent will be required to agree to the following regarding liability and indemnity:

1. The Proponent agrees that the CVRD shall not be liable for any injury or damage (including death) to any employees, officer or agent of the Proponent, unless the injury loss or damage is caused by the negligence of an officer or employee of the CVRD while acting within the scope of his/her employment; and,
  
2. The Proponent agrees that it shall, at all times, indemnify and save harmless the CVRD and each of its elected officials, officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suits or other proceedings made, sustained, brought or made upon the CVRD in regards to any cost, expense, loss, damage or injury, including death, and reasonable legal fees, arising out of any cause, whether direct or indirect, by reason of or in connection with negligent acts or omissions of the Proponent or any of its officers, directors, employees or agents in connection with the services performed, purportedly performed or required to be performed by the Proponent under this contractual Agreement.

## 6.12. Evaluation

Following the close of the RFP, all Responses will be evaluated by a committee of staff members (the Proposal Analysis Group). Selection of the successful Proponent will be based on the Proponent providing the greatest overall benefit to the CVRD and will include the Proponent's compliance in meeting the requirements set out in this RFP.

### *Step One Evaluation – Review of Written Proposals*

The Proposal Analysis Group will read, review and evaluate each Proposal on the basis of the technical evaluation criteria and as depicted on the Proposal Evaluation scoring sheet contained within this RFP. In submitting a Proposal, each Proponent agrees to be bound by the evaluation of the Proposal Analysis Group. Scores shall be awarded from 0 (zero) points to 10 (ten) points



in each of the technical evaluation criteria listed. The criteria point score shall be multiplied by the weight factor to obtain a criteria score. Criteria scores shall be totaled for the Proponent's 'Total Awarded Score'.

#### *Step Two Evaluation – Review of Cost*

Once the Proponents' written proposals have been reviewed and scored, the sealed pricing envelope will be opened and evaluated for price by calculating the Price per Point. Price per Point shall be calculated as follows: Total Price (as calculated on the Proposal Pricing Form) divided by the Total Awarded Score.

Upon completion of Step Two Evaluation, the Proposal Analysis Group will determine if Step Three Presentations will be required in order to determine the preferred Proponent.

In addition to reviewing the written RFP, the evaluation process may include a formal interview with one or more of the Proponents involved in the RFP to allow the CVRD team to verify the capability and resources of the Proponent.

The CVRD, at its sole discretion, may negotiate any aspect of any RFP with one or more of the Proponents at any time. Negotiations with any Proponent shall not oblige the CVRD to enter into a contract with any Proponent or be construed as an acceptance of the RFP. All negotiations shall be in writing, in a form satisfactory for inclusion into the contract.

All costs associated with the preparation of the RFP will be the responsibility of the Proponent and will not be recoverable from the CVRD.

All RFPs shall become the property of the CVRD.

### **6.13. Errors and Omissions**

It shall be understood and acknowledged that while this RFP includes basic specifications, minor items or details not herein specified but obviously required shall be provided as if specified in conformance with modern practices and workmanship. Any omissions or errors or misinterpretation of these requirements and specifications or within the Response shall not relieve the Proponent of the responsibility of providing the goods as aforesaid.

### **6.14. Non-collusion**

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of their RFP. Each Proponent shall attest that its participation in the RFP process is conducted without collusion or fraud. If the CVRD discovers there has been a breach of this requirement at any time, the CVRD reserves the right to disqualify the RFP or to terminate any ensuing Agreement.

### **6.15. Termination**

**Termination for Convenience:** The CVRD may terminate an Agreement, in whole or in part, whenever the CVRD determines that such termination is in the best interest of the CVRD without showing cause, upon giving written notice to the Proponent. The CVRD shall pay all reasonable costs incurred by the Proponent up to the date of termination. However, in no event shall the Proponent be paid an amount which exceeds the price bid for the Work performed. The Proponent will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

**Termination for Default:** When the Proponent has not performed or has unsatisfactorily performed the Agreement, the CVRD may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the CVRD. Failure on the part of a Proponent to fulfill contractual obligations shall be considered just cause for termination of the Agreement. The Proponent will be paid for Work satisfactorily performed prior to termination, less any excess costs incurred by the CVRD in re-procuring and completing the Work.

## **6.16. Conflict of Interest**

All Proponents shall disclose to the CVRD any potential conflict of interest. If such conflict of interest does exist, the CVRD may, at its discretion, withhold the award. If during the RFP evaluation process or the negotiation of the contract, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest.

## **6.17. Intent of Award**

The CVRD reserves the right to make an award based on the following considerations:

1. Is the intention of the Proponent clear from the RFP documents?
2. Has the Proponent made a conscientious attempt to comply with the requirements?
3. Are the best interests of the CVRD being served?

## **6.18. Litigation**

The CVRD reserves the right to reject any bids received from a company that is, or whose principals are, at the time of bidding, engaged in a lawsuit or other legal proceeding against the CVRD or who has given notice to the CVRD of its intent to commence litigation or other legal proceedings against the CVRD.

## **6.19. Subcontracting**

The successful Proponent shall not assign the Agreement or retain subcontracting without the prior written consent of the CVRD. No assignment or subcontract shall relieve the successful Proponent from the obligation set out in this document or impose any liability on the CVRD.

In such cases, customer references and a written statement must be included from an officer of the proposed subcontractor demonstrating the ability to provide the indicated functions in accordance with these specifications.

All known subcontractors must be listed in the RFP submission. Subcontractors not listed in the RFP submission must be approved by the CVRD prior to commencement of any work.

## **6.20. Limited Submissions Received**

In the event that the CVRD receives less than three (3) RFP submissions, the CVRD, at its sole discretion, reserves the right not to proceed with the opening of the submissions and may delay or change the closing date and may cancel the process as it deems appropriate.

### **6.21. Proponent's Responsibility**

The Proponent shall carefully examine all RFP documents for this Agreement to determine the extent of Work. By submitting an RFP, the Proponent acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The CVRD will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that submission of an RFP by the Proponent serves as a stated commitment to fulfill all of the conditions referred to in this RFP.

### **6.22. Taxation**

The CVRD is required to pay the Goods and Services Tax (GST). This tax must be shown separately and is not to be included in the unit prices or subtotal prices. Any Provincial Sales Tax (PST), if applicable, must also be shown separately from the unit prices or subtotal prices.

### **6.23. Award of Contract**

Notice of acceptance of the bid and award of the Agreement for the project will be given to the successful Proponent by the CVRD by written notice of award.

The Proponent to whom this Agreement is awarded will be required to execute and return the Agreement within ten (10) days from the Agreement mailing date by the CVRD with the following items:

Two copies of the executed:

1. Agreement
2. Insurance documents
3. WorkSafe BC Clearance Certificate
4. Irrevocable Letter of Credit

### **6.24. Addenda**

During the RFP period, Proponents may be advised by addenda of required additions to, deletions from or alterations to the requirements of the RFP. Addenda shall become part of the RFP. Proponents shall include the cost implications of all addenda in the base price.

The requirements of all addenda issued during the bidding period shall be included in the Response.

The onus is on the Proponents to ensure they have received all addenda issued.

## 7. Evaluation Scoring Sheet

Proponent: \_\_\_\_\_

Criterion	Maximum Points	Weight Factor	Independent Review Points x Weight = Score
<b>1. Company Profile and Experience</b>	1 2 3 4 5 6 7 8 9 10	10	
Comments:			
<b>3. Company Capacity and Availability</b>	1 2 3 4 5 6 7 8 9 10	15	
Comments:			
<b>4. Safety Record</b>	1 2 3 4 5 6 7 8 9 10	10	
Comments:			
<b>5. Commitment to Sustainability</b>	1 2 3 4 5 6 7 8 9 10	10	
Comments:			
<b>6. Price</b>	1 2 3 4 5 6 7 8 9 10	50	
Comments:			
<b>7. Design and Clarity of Proposal</b>	1 2 3 4 5 6 7 8 9 10	5	
Comments:			
<b>Total Awarded Score</b>		<b>100</b>	
<b>Proposal Cost</b>			\$
<b>Cost Per Point Value</b> <i>(Proposal Cost divided by Total Score)</i>			\$

**Instructions to Evaluator:** Complete a separate evaluation form for each submission reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the comments section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified Proponent's proposal.

Committee Member (please print): \_\_\_\_\_ Dept.: \_\_\_\_\_

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

## 8. Proposal Evaluation Table

RATING		DESCRIPTION
10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways/very desirable.
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the CVRD's needs.
8	Good	Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to the CVRD's needs.
7		Fully meets all requirements of the criterion.
6	Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5		Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
4	Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3		Poor to very poor.
2	Very Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1		Very poor to unsatisfactory.
0	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

## 9. Appendix A – Documents for Submission

1. Identification Sheet..... Page 23
2. Acknowledgement of RFP Documents Received by Proponent..... Page 24
3. Proposal Pricing Form ..... Page 25
4. List of Subcontractors..... Page 27

(TO BE RETURNED WITH PROPOSAL)



**COWICHAN VALLEY REGIONAL DISTRICT  
IDENTIFICATION SHEET  
REQUEST FOR PROPOSAL NO. ES-027-16  
FOR THE PROVISION OF  
SOLID WASTE EXPORT - TRUCKING COMPONENT**

NAME OF FIRM OR INDIVIDUAL (THE PROPONENT)

ADDRESS

POSTAL CODE

TELEPHONE NO.

FAX NO.

NAME OF PERSON SIGNING FOR FIRM

OFFICE OF PERSON SIGNING FOR FIRM

GST #

MANAGER

DIRECTOR / MANAGER

DEPARTMENT

**COWICHAN VALLEY REGIONAL DISTRICT  
175 INGRAM STREET  
DUNCAN BC V9L 1N8  
[www.cvrd.bc.ca](http://www.cvrd.bc.ca)**

**ACKNOWLEDGEMENT OF RFP DOCUMENTS RECEIVED BY PROPONENT**  
(TO BE RETURNED WITH PROPOSAL)

Definitions	Page 4
Submission Details	Page 6
Introduction	Page 7
Terms of Reference	Page 8
General Information	Page 14
Evaluation Scoring Sheet	Page 20
Proposal Evaluation Table	Page 21
Identification Sheet	Page 23
Acknowledgement of RFP Documents Received by Proponent	Page 24
Proposal Pricing Form	Page 25
List of Subcontractors	Page 27

**INCLUDING ALL ADDENDA ISSUED**

**SUBMISSION OF PROPOSAL:**

Your proposal must be made on this form and returned sealed in an enclosed envelope **NO LATER THAN:**

**2:00:00 O'CLOCK PM PST**  
**Thursday, January 19, 2016**

addressed to:     Engineering Services  
                      Cowichan Valley Regional District  
                      175 Ingram Street  
                      DUNCAN BC V9L 1N8

Time will be determined in accordance with the time clock adjacent to the front counter of the Cowichan Valley Regional District, 175 Ingram Street, Duncan, BC.

Each Proponent is responsible for the actual delivery of his/her Response to the address and location listed above and Responses will not be considered unless actually received at that location prior to the closing time on the closing date regardless of whether the Responses have been given to couriers, delivery services, Canada Post or employees or agents of the region.

Responses received after the closing time after the closing date will not be considered and will be returned unopened to the sender. Responses submitted electronically or by fax will not be considered.

The lowest fee rates or any proposal will not necessarily be accepted and the CVRD reserves the right to accept any portion thereof.

I/We, the undersigned, hereby acknowledge and confirm, on behalf of \_\_\_\_\_ that I/we have received and have carefully read through all such documents and have provided for compliance with the provisions in this Proposal.

**SIGNATURE** \_\_\_\_\_ **PRINT NAME** \_\_\_\_\_

**POSITION IN FIRM** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PROPOSAL PRICING FORM**



(TO BE RETURNED WITH PROPOSAL)

To provide services for **Solid Waste Export - Trucking Component** for an upset limit including disbursements and expenses, all in accordance with this document. **This Proposal Pricing Form shall be submitted in a separate sealed envelope enclosed within the sealed Response package envelope.**

The CVRD is required to pay the Goods and Services Tax (GST). This tax must be shown separately and is not to be included in the unit prices or subtotal prices. Any Provincial Sales Tax (PST), if applicable, must also be shown separately from the unit prices or subtotal prices.

Proponents shall provide a total all-inclusive upset price to be paid by the CVRD to complete this engagement, including fees, disbursements and expenses.

	Description	Unit	Unit Price to CVRD	Projected Annual Units	Annual Price to CVRD
<i>Service cost for the Work as described:</i>					
1.	Truck Rail Containers from Bings Creek to TMS, and returning empty containers to Bings Creek <sup>1</sup>	Per Return Trip	\$	800	\$
2.	Barging Cost <sup>2</sup>	Per Return Trip	\$	800	\$
3.	Apply tarp to loaded container <sup>3</sup>	Per Container	\$	50	\$
4.	Other Costs <sup>4</sup> . Provide details of any other costs to be charged to the CVRD and the annual total: Monthly: _____ Annually: _____ Other: _____	Monthly Annually Other	\$ \$ \$	12 1 _____	\$ \$ \$
5.	<b>TOTAL ANNUAL PRICE TO CVRD</b>				\$
6.	Applicable taxes <sup>6</sup>  GST: PST: Other:		\$ \$ \$		\$ \$ \$

1. Transportation cost is to include all related per trip costs including but not limited to all costs for labour, equipment, fuel, mileage, a back-up tractor unit and maintenance.
2. Barging Cost to include all costs related to marine transport of Rabanco rail containers between Vancouver Island and the BC Mainland.
3. CVRD staff will apply tarps to the containers under normal operating conditions. However, the Proponent may be required to apply tarps to assist CVRD staff in doing so from time to time.
4. Other costs, if any, should include any other costs to be billed to the CVRD that are outside of those described. This may include start-up costs, administrative costs, etc. and should be detailed in the tender submission.
5. All applicable taxes should be listed but not included in the Total Annual Price.

All prices to be in Canadian Funds. The CVRD reserves the right to cancel the award without penalty, at the sole discretion of the CVRD. **The lowest per tonne proposal will not necessarily be accepted and the CVRD reserves the right to accept any portion thereof.**

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NAME OF FIRM OR INDIVIDUAL (THE PROPONENT)

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ADDRESS

---

CITY

POSTAL CODE

---

TELEPHONE NO.

FAX NO.

---

EMAIL ADDRESS

**LIST OF SUBCONTRACTORS (IF ANY)**  
(TO BE RETURNED WITH PROPOSAL)

The Proponent submits the following list of subcontractors whom they propose to use. Any additions or changes to this list will not be permitted without prior approval by the CVRD.

<b>SUBCONTRACTOR</b>	<b>ADDRESS</b>	<b>FUNCTION</b>