



# REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN

## REQUEST FOR QUOTATIONS

### Scrap Metal Processing, Transportation and Marketing

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December 5, 2018

#### 1. INTRODUCTION

The Regional District of Okanagan-Similkameen (RDOS) oversees the operation of three Recycling and Disposal Facilities where scrap metal is collected:

#### RDOS

- ❖ Campbell Mountain Sanitary Landfill (Penticton B.C.)
- ❖ Oliver Sanitary Landfill
- ❖ Keremeos Transfer Station

The RDOS is seeking quotations from qualified Contractors to process, transport and market collected scrap metal from these facilities with a return of revenue to the RDOS. Interested proponents are invited to inspect all sites at their convenience.

#### 2. TERM

The RDOS will enter into a short term contract with the Contractor to process, transport and market all accumulated scrap metal at each of the listed facilities (one servicing event). The short term contract will expire after one servicing round.

#### 3. PAYMENT

Based on current market conditions, the RDOS believes that the market value of the scrap metal will exceed the cost of processing; transporting and marketing of the material, therefore no payment will be made to the Contractor. The Contractor's costs for processing, transportation and marketing are to be included when submitting a price in Canadian Dollars per metric tonne of scrap metal processed. This price shall represent the price per metric tonne the Contractor will pay to the RDOS.

The price shall include the costs to perform the scope of Work, including but not limited to:

- a) Mobilization to and demobilization from and between the three (3) facilities.
- b) All labour, material and machinery involved in the collection, baling, loading, containment, separation and clean up of the scrap metal stockpiles at each of the three (3) facilities.
- c) The transportation to market of the collected scrap metal.

#### 4. TYPE OF MATERIAL

The majority of scrap metal is old appliances, hot water tanks and material otherwise defined as white goods. Ozone Depleting Substances (ODS) have been removed from all refrigeration appliances prior to these items being placed in the scrap metal storage areas. The remainder consists of miscellaneous ferrous and non-ferrous metallic materials including, but not limited to, mattress springs, sheet metal, siding, roofing, rebar, flashings, pipes, window frames, doors, furnaces, duct work, wire, cable, bath

tubs, fencing, bicycle frames, automotive parts, machinery, metal furniture and appliances, refrigeration units with ODS removed, tire rims, and other miscellaneous items containing 75% metal by weight.

## **5. CONTAMINANTS**

Deposition of contaminants by customers in the scrap metal storage areas at each of the stockpile areas is prohibited, however, it is anticipated that some contaminants will be present in current stockpiles. The Contractor will not be compensated to remove contaminants, nor shall the RDOS be subject to any damages that may result due to contaminants. Any contaminants found in the scrap metal storage areas are to be set aside in a pile for removal by others.

## **6. RADIATED MATERIALS**

The Contractor may reject loads that contain radiation or hazardous material according to the Contractor's environmental and safety standards.

The RDOS agrees that should the loads of metal generated at RDOS Sites be shown to emit radiation the RDOS shall compensate the Contractor for the costs incurred to process the Metals on-site and the cost to transport the materials to the contractors Processing Facility and back to the RDOS Site.

## **7. WEIGHING OF MATERIAL**

The weight of scrap metal removed from each facility by the Contractor shall be determined at the scales located at the facilities. The Contractor shall weigh each vehicle and trailer empty to establish a tare (empty) weight and again after loading to establish a loaded (gross) weight. The difference between these weights shall be taken as the weight of scrap metal processed. The Contractor is required to make arrangements with the RDOS to ensure that all load weights from this site are recorded. The Regional District shall be paid in full for the weight of the materials removed from the Site's and shall not be subject to contamination deductions from the processor.

## **8. REPORTING**

The Contractor shall provide a scrap metal summary to the RDOS upon completion of the Work. The summary shall clearly identify which facility each load of scrap metal came from. In the event a scrap metal load contains material from more than one facility, an estimated percentage split between the sources shall be made by the Contractor.

## **9. SITE CLEAN UP**

After completion of service at each site, the Contractor shall clean up the scrap metal storage area and any contaminants are to be set aside in a pile for removal by others. A magnet shall be run over the metal storage area to ensure that any materials that could pose a hazard to vehicles are removed. The Contractor will also be responsible for cleaning up any fuel or hazardous material spills that may occur. Site Clean-Up must be completed to the satisfaction of the District and signed-off prior to the Contractor leaving site.

## 10. SCOPE OF WORK

The Contractor shall supply all labour, equipment, materials, fuels, licenses, permits, insurance, safety precautions, security and all things necessary to perform the specified work including the sale of the collected scrap metal for reuse or recycling and the return of revenue to the RDOS.

## 11. TIMING OF SERVICE

The RDOS prefers that all accumulated scrap metal be removed from the three (3) sites optimally no later than Thursday, January 31<sup>st</sup>, 2019.

## 13. ENQUIRIES

All enquiries related to this RFQ are to be directed, to the following person. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed at the Regional District of Okanagan-Similkameen's option.

**Regional District of Okanagan-Similkameen**  
**101 Martin St.**  
**Penticton B.C, V2A 5J9**  
**Phone (250) 492-2913**  
**Fax (250) 492-0063**  
**Email: [dhamilton@rdos.bc.ca](mailto:dhamilton@rdos.bc.ca)**  
**Att. Don Hamilton**  
**Solid Waste Facilities Supervisor**

## 14. QUOTATION

1. All applicable taxes, including but not limited to sales tax, custom duties and all other taxes on labour, services and equipment, save and except only the Federal Goods and Service Tax (GST) shall be included in the Proposal prices.
2. Address Quotations to:

**Public Works Department**  
**Regional District of Okanagan-Similkameen**  
**101 Martin Street, Penticton, B.C. V2A 5J9**  
**Att: Don Hamilton**  
**Solid Waste Facilities Supervisor**

Envelopes should be clearly marked "**Scrap Metal Processing, Transportation and Marketing**" and will be received by the undersigned, up to and including 2:00 p.m., local time, Thursday, December 20<sup>th</sup>, 2018.

The lowest or any Quotation will not necessarily be accepted. The RDOS reserves the right to waive formalities in or reject any or all Quotations, or accept the Quotation deemed most favourable in the interest of the RDOS, having regard to the price, timeline, equipment and qualifications offered.

A full copy of the RFQ can be found at <http://www.rdos.bc.ca/news-events/rdos-news/tenders-and-rfps/> . Contact J. Johnson at [jjohnson@rdos.bc.ca](mailto:jjohnson@rdos.bc.ca) if you wish to be added to the list for Addenda.

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

**REQUEST FOR QUOTATIONS**

Scrap Metal Processing, Transportation and Marketing

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**Attention: Don Hamilton, Solid Waste Facilities Supervisor**

NET PRICE TO BE PAID TO THE RDOS PER METRIC TONNE OF SCRAP METAL  
IN CANADIAN FUNDS: \$ \_\_\_\_\_

PRICE PER METRIC TONNE TO BALE \$ \_\_\_\_\_

SERVICE EVENT TO BE COMPLETED BY \_\_\_\_\_ , 2019

**COMPANY INFORMATION:**

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

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

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

**SUBMITTED BY:**

Name: \_\_\_\_\_

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

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

Price Valid Until: \_\_\_\_\_

**SCHEDULE "B"**

**THIS AGREEMENT** made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2018

**BETWEEN:**

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

101 Martin Street  
Penticton, B.C. V2A 5J9

(hereinafter called the "RDOS")

**OF THE FIRST PART**

**AND:**

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

(hereinafter called the "Contractor")

**OF THE SECOND PART**

WHEREAS the RDOS issued the "Request for Quotations for "SCRAP METAL PROCESSING, TRANSPORTATION and MARKETING" dated December \_\_\_\_, 2018. (the "RFQ");

AND WHEREAS the Contractor submitted a Quotation dated December \_\_\_\_, 2018 in response to the RFQ (the "Contractor's Quotation");

AND WHEREAS the RDOS and the Contractor wish to set out clearly their mutual rights and obligations;

NOW THEREFORE, in consideration of the covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties covenant and agree with each other as follows:

**CA-1 CONTRACT DOCUMENTS**

**1.1** The following documents, together with this Contract Agreement, shall constitute the Contract:

- 1) Request for Quotations (RFQ)
- 2) Quotation Submission
- 3) Contract Forms:
  - Certificates of Insurance and WCB Coverage
  - Performance Security

1.2 In the event of any conflict between Contract Documents, this Contract Agreement shall take priority and the other listed documents shall have priority as listed in Section 1.1.

**CA-2 CONTRACT TERM**

2.1 This Agreement is for a one time servicing event commencing on \_\_\_\_\_, 2018 and expiring \_\_\_\_\_, 2019.

**CA-3 CONDITIONS**

The terms and conditions under which the scope of work will be undertaken are as per the RDOS Request for Quotations, a copy of which forms part of this Agreement.

3.1 The Contractor will complete one servicing round by \_\_\_\_\_, 2019 at each of the listed Recycling and Disposal Facilities:

Regional District of Okanagan-Similkameen (RDOS)

- Campbell Mountain Sanitary Landfill (Penticton B.C.)
- Keremeos Sanitary Landfill
- Oliver Sanitary Landfill

3.2 The Contractor may reject loads that contain radiation or hazardous material according to the Contractor's environmental and safety standards.

The RDOS agrees that should the loads of metal generated at RDOS Sites be shown to emit radiation the RDOS shall compensate the Contractor for the costs incurred as listed:

- 1) \$ \_\_\_\_\_/Metric Tonne for metals baled on-site that are not marketed.
- 2) Transportation to the Contractors Processing Facility and back to a RDOS designated location as verified by the transportation invoice.

3.3 The Contractor will coordinate this project prior to starting the work, including the weighing and reporting of scrap metal removed from each of the facilities, site clean-up and access with:

**RDOS**

Solid Waste Facilities Supervisor, Don Hamilton,  
Email [dhamilton@rdos.bc.ca](mailto:dhamilton@rdos.bc.ca)  
Phone (250) 492-2913, Fax (250) 492-4359

3.4 The Contractor shall clean up the scrap metal storage area and any contaminants are to be set aside in a pile for removal by others. A magnet shall be run over the metal storage area to ensure that any materials that could pose a hazard to vehicles are removed. The RDOS will take reasonable steps to ensure that there is no fuel or hazardous material in the scrap metal piles.

- 3.5 Prior to accessing the facilities, the Contractor shall notify the RDOS. Prior to withdrawing from each facility the Contractor shall meet with the RDOS designated representative for site sign-off and return of keys.
- 3.6 The Contractor shall comply with all applicable bylaws and regulations of the RDOS 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 RDOS shall supply proof that all assessments have been paid.
- 3.7 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.

#### CA-4 **PAYMENT**

- 4.1 The Contractor agrees to pay the RDOS \_\_\_\_\_ ( \_\_\_\_\_ ) **CDN per metric tonne** of scrap metal removed from each of the Facilities. The Contractor's costs for processing, transportation and marketing are included in this price. The price includes all costs to perform the scope of Work outlined in the Request for Quotations, including but not limited to:
- a) Mobilization to and demobilization from and between the three (3) facilities.
  - b) All labour, materials and machinery involved in the collection, baling, loading, containment, separation and cleanup of the scrap metal stockpiles at each of the three (3) facilities.
  - c) The transportation to market of the collected scrap metal.

#### CA-5 **PERFORMANCE SECURITY**

- 5.1 The Contractor will post a performance security in the amount of \$4,000 (four thousand dollars) (\$2,000 for Campbell Mountain and \$1,000 each for Oliver and Keremeos) in the form of a cash deposit, irrevocable letter of credit or certified cheque. Once the scope of Work is complete to the satisfaction of the RDOS, the security will be released without interest within sixty (60) days after completion of the Contract.

#### CA-6 **ASSIGNMENT OF CONTRACT**

- 6.1 The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or his right, title or interest therein, or his obligations thereunder without written consent of the RDOS.

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

- 7.1** In case the Contractor shall fail in the due performance of any part of this Contract, or shall become bankrupt or insolvent or shall compound with his creditors, or propose any composition with his creditors for the settlement of his debts, or shall carry on or propose to carry on his business under inspectors on behalf of his creditors or shall commit any act of bankruptcy or relet or sublet the residue of any other portion or part of this Contract, without the permission in writing of the RDOS, it shall be lawful for the RDOS upon such conditions as it shall see fit, or from time to time to engage workmen and provide such material, implements and apparatus or to take possession of and use the machines, tools and apparatus of the Contractor in completing the works and employ the same in such manner as the RDOS may think necessary and proper for completing the works or any part of them, without rendering the RDOS liable for any loss which the Contractor may sustain by reason of such possession and use.
- 7.2** Any loss, damage or deficiency that may in consequence arise, shall be paid or deducted out of any monies retained by the RDOS on account of any work previously performed by the Contractor, and should said money so retained not be sufficient to indemnify and cover such losses, the deficiency then due shall be charged against the Contractor.

## **CA-8 INSURANCE**

- 8.1** The Contractor shall provide Comprehensive General Liability Insurance with limits of not less than five million dollars (\$ 5,000,000.00) inclusive per occurrence for personal injury, death, and damage to property including the loss of use thereof and shall include coverage for:

- (i) premises, activities and operations liability
- (ii) blanket contractual liability
- (iii) cross liability
- (iv) contingent employer's liability
- (v) owners and contractors protective liability
- (vi) occurrence basis property damage
- (vii) broad form property damage
- (ix) personal injury
- (x) broad form loss of use
- (ix) owned and non-owned automobile liability

The policy shall cover as unnamed insureds, anyone employed directly or indirectly by the Contractor to perform a part or parts of the Work.



The form of this insurance shall be acceptable to the RDOS and shall be maintained continuously during the term of the Contract. Within 30 days of an annual renewal, where applicable, the Contractor shall send to the RDOS the new certificate of insurance or notice of renewal. The policy shall be endorsed to provide the RDOS with not less than thirty (30) day's notice in advance of cancellation or termination.

The policy shall include the Regional District of Okanagan-Similkameen as an Additional Insured.

8.2 The Contractor shall, at all times, indemnify and save harmless the RDOS 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 RDOS 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 RDOS.

**CA-9 WRITTEN NOTICE**

9.1 If either party desires to give notice to the other party, under or in connection with the Contract, such notice will be effectively given upon actual service or three days after being sent by registered mail to the:

**REGIONAL DISTRICT at:**

Regional District of Okanagan-Similkameen  
101 Martin Street  
Penticton, B.C. V2A 5J9  
Attention: Public Works Manager  
Phone (250) 490-4103  
Fax: (250) 492-0063

**CONTRACTOR at:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**IN WITNESS WHEREOF** the parties hereto have executed this agreement on the day and year first above written

**SIGNED AND DELIVERED**

on behalf of

The signatures of the Signing  
Authority of the  
**REGIONAL DISTRICT OF  
OKANAGAN - SIMILKAMEEN**  
was hereto affixed:

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*Karla Kozakevich, Chair*

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*Bill Newell, Chief Administrative Officer*

**CONTRACTOR:**

by its authorized signatories:

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*Authorized Signatory*

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*Authorized Signatory*